

Good Neighbor Policy

FOR

Park North
Multi-Family



NEC Power & Guadalupe Roads (Mesa, Arizona)

August 2, 2024
Revised December 11, 2024

Case No. ZON24-00708

PROJECT TEAM

Developer:

EXCOLO DEVELOPMENT, LLC

6628 E. Baseline Road, Suite 102
Mesa, Arizona, 85206
Phone: (602) 469-9988

**Zoning Attorney & Developer
Rep:**

ROSE LAW GROUP_{pc}
RICH ■ CARTER ■ FISHER

Jordan Rose & Chris Webb
7144 E. Stetson Drive, Suite 300
Scottsdale, AZ 85251
Phone: (480) 240-5648

Planning:

UPFRONT
Planning & Entitlements, LLC

1811 S. Alma School Rd., Suite 283
Mesa, Arizona 85210

Site Design/Architecture:



2915 E. Baseline Road, Suite 120
Gilbert, Arizona 85234
Phone: (480) 659-1524

Landscape Architect:



7520 E. 2nd Street, Suite 1004
Scottsdale, Arizona 85251
Phone: (602) 429-9922

Civil Engineering:



EPS Group, Inc.
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
Phone: (480) 503-2250

Property Owner:

P&G Land Development, LLC
11232 North 136th Place
Scottsdale, AZ 85259

Purpose

The purpose of this Good Neighbor Policy for the proposed *Park North* multi-family apartment project is to provide descriptions of measures taken by the project to ensure its ongoing compatibility with adjacent uses, including measures to ensure that commercial activity will remain as a viable activity on the project Site. This Good Neighbor Policy is provided in support of the project's pending Council Use Permit, Rezone and Major Site Plan Modification applications, to ensure that this infill project remains compatible with the existing uses and neighbors in the surrounding area.

General Information & Background

Park North is a proposed 120-unit multi-family residential (apartments) development, located just east of the northeast corner of Power Road and Guadalupe Road in the City of Mesa (the "City") on 5.05 total acres comprising APN 304-05-982A (the "Site"). The Site is bordered on the south by the Maricopa County Flood Control District ("MCFCD") canal, which separates it from Guadalupe Road (an existing 6-lane arterial street). The Site is bordered on the west by an existing commercial corner (planned for redevelopment), on the east by the City's existing Monterey Park, and on the north by the City's recently completed expansion of Monterey Park. It should be noted that the nearest home in the adjacent Superstition Springs community is approximately 900' away from the Site on the other side of the City park, and the nearest home in the residential communities south of Guadalupe Road is approximately 500' away across a major arterial roadway.

Excolo Development ("Excolo") will be the developer of the *Park North* project. Once development is completed and the units are occupied, the project will be professionally managed by a reputable property management company with an onsite leasing/management office to ensure that it maintains the quality standards of cleanliness, appearance, operations, well maintained landscaping, and acts as a "good neighbor" to the surrounding uses and neighbors.

The Excolo contact below is available to answer questions and address issues arising from this Good Neighbor Policy. Additionally, Excolo confirms its intent to abide by the conditions of the City's approvals, as applicable to this Good Neighbor Policy. Following development of the project, Excolo can provide the City with replacement contact information for the selected property management company.

Contact:

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Excolo Development, LLC
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Mesa, Arizona, 85206
Phone: (602) 609-7388
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Ensuring Neighborhood Compatibility – Project Design

The *Park North* project team has designed the project to be compatible with the surrounding neighborhood as follows:

1. Location

As noted above, the *Park North* project is extremely well buffered and surrounded by compatible uses. It is bordered on the south by the MCFCD canal and Guadalupe Road, on the west by the existing commercial corner, on the east by the City's Monterey Park, and on the north by the City's recently completed expansion of Monterey Park. The nearest home in the Superstition Springs community is approximately 900' away across Monterey Park, and the nearest home in the residential communities south of Guadalupe Road is approximately 500' away on the other side of a major arterial roadway (Guadalupe Road).

2. Connectivity

Park North has been designed to provide pedestrian connectivity and interaction with the adjacent commercial development to the west and the City park facility to the north, thereby creating a mixed-use feel and environment for the area. Pedestrian connectivity out to Guadalupe Road will also be provided via the new box culvert/bridge with both a vehicular and pedestrian crossing of the MCFCD canal.

3. Land Use

Park North is fully compatible with the surrounding neighborhood and will serve to further the creation of a great neighborhood by adding new diverse housing options (multi-family apartments) and providing connectivity and interaction of uses in the area, all in furtherance of the goals of the City's 2040 General Plan.

Additionally, the proposed use and design of the project responds to the primary concerns expressed to date by neighbors in the surrounding area; existing traffic near the Guadalupe/Power Roads intersection, specifically traffic during school drop-off and pick-up hours, and the additional traffic that would result from the development of *Park North*. Consequently, despite the *Park North* project not generating enough traffic to meet the City's threshold requirements for submission of a formal traffic study, a formal traffic study has nevertheless been prepared and submitted to the City to address the concerns of the surrounding neighborhood. According to this traffic study, *Park North* will generate 48% - 71% less additional traffic (depending on the time of day) than any of the commercial, retail, or office uses previously proposed and currently approved for the Site. Therefore, in terms of potential uses for the Site under its existing zoning, *Park North* best addresses the primary concern of the neighbors.

Finally, in order to ensure compatibility with the activities, noise, lights, etc. from the

adjacent City park and eliminate the potential for complaints to the City by tenants of the *Park North* project, all tenants will be required to sign the Disclosure & Acknowledgement form attached hereto as **Exhibit A**. This Disclosure & Acknowledgement form makes each and every tenant aware of the City park, its activities and potential impacts, and requires them to waive all rights to file any complaints with the City under penalty of fines and termination of their lease.

Ensuring Ongoing Neighborhood Compatibility – Complaint Response

The *Park North* project team will ensure ongoing neighborhood compatibility by quickly responding to any complaints that may arise. The following situations, conditions, and/or circumstances may be reported by *Park North* residents, surrounding neighbors, and/or the City either to Excolo directly using the contract information above, or the onsite property manager (post development) and will be resolved appropriately:

1. Resident Restrictions

Residential tenants of *Park North* will be required to observe all ordinances and rules of the City, along with additional rules implemented by Excolo and the property management company. All resident obligations, to the fullest extent of the law, will be enforced through specific lease provisions when a tenant signs their rental lease. These items within the lease will be updated and modified as needed to properly enforce the quality and integrity of the project.

2. Noise from Residents

Noise complaints are of great concern to everyone, especially neighbors and rule-abiding tenants of the project, and Excolo and the future property management company will take noise complaints seriously. Tenants within *Park North* will be required to comply with the same noise ordinance and obligations that all residents of the City must comply with. This obligation will be further re-enforced through their lease.

3. Traffic

As noted above, *Park North* will generate 48% - 71% less additional traffic (depending on the time of day) than any of the commercial, retail, or office uses previously proposed and currently approved for the Site. Nevertheless, should legitimate traffic-related complaints or safety concerns arise, Excolo and/or the future property manager will work with the City on mutually agreeable mitigation measures to address those concerns.

4. Project Lighting

Building lighting will be provided in conformance with all City lighting standards and the approved lighting plans. Tenants will not be allowed to alter any building lighting. This

obligation will be further enforced through their lease.

5. Parking

Ample parking has been provided onsite for both *Park North* residents and guests alike. The parking provided meets all the City's parking requirements for multi-family projects. Excolo and the future property manager will monitor and control the parking situation and will adjust as needed to maintain adequate onsite parking onsite and ensure it is not impactful to the adjoining commercial corner or the City park.

Ensuring Commercial Activity Remains Viable

While commercial activity on the Site may not be financially or practically viable as articulated in the pending Council Use Permit, Rezone and Major Site Plan Modification applications, from a land use and zoning perspective the Park North project won't preclude or prevent its future viability. The proposed Council Use Permit does not preclude commercial uses from being developed on the Site but would instead simply remove the requirement.

Further, should the *Park North* development be able to proceed as proposed, the planned redevelopment of the adjacent commercial corner to the west will also be able to proceed as planned, thereby ensuring that commercial activity remains viable in the immediate area.

Exhibit A

Disclosure & Acknowledgement Form

Subject: Acknowledgment of Proximity to City Park and Associated Activities

Property Address: [Apartment Address]

Tenant Name(s): [Tenant Name(s)]

Date: [Date]

This disclosure acknowledges that the apartments for lease at the above address are in close proximity to the City of Mesa's Monterey Park (the "Park"). This Park hosts a variety of events and activities, including but not limited to pickleball and baseball, which are often accompanied by lighting at night, noise from paddles, bats, etc., and crowd noise. The Park is also permitted to host other activities such as community events, festivals, concerts, and recreational programs.

The intensity and frequency of such activities may vary over time, including potential increases in the capacity of sports facilities. These Park activities and amenities are an important part of our community and may also be used and enjoyed by tenant(s) as residents of the City of Mesa.

By signing below, the tenant(s) acknowledge the existence of these activities within the adjacent Park, and their potential externalities, and hereby waive any right to make a formal or informal complaint about such activities and their associated noise, lights, etc. to the City, County, neighborhood groups, the lessor, or to publicly organize or negatively comment on same.

This waiver and acknowledgment are material conditions of the lease, and any violation of this waiver subjects the lessee to a \$200 fee per occurrence, and potential lease termination within 30 days if the tenant's actions continue following notification of violation of this waiver. If the Tenant's conduct results in a violation of this lease agreement and the lease is subsequently terminated due to such conduct, the Tenant shall remain responsible for payment of rent and all other applicable charges under the lease until the rental unit is reoccupied and a new lease agreement is executed.

Tenant Signature(s): _____ Date: _____