Staff Summary Report

Tempe

To: Mayor & City Council
Through: City Manager

Agenda Item Number 18
Meeting Date 01/25/01

SUBJECT: **Request Approval of Autoplex Phase II Termination Agreement**

PREPARED BY: Janice M. Schaefer, Economic Development Director (#8036)

REVIEWED BY: Patrick Flynn, Chief Financial Officer

BRIEF: Request Approval of Autoplex Phase II Termination Agreement

COMMENTS: **PLANNED DEVELOPMENT (0406)** Request Approval of Autoplex Phase II Termination Agreement.

Document Name: (20010125edjs01) **Supporting Documents:** Yes

SUMMARY: The City of Tempe and SunCor Development Company entered into the Autoplex Phase II Development Agreement (Contract #C96-273) on December 19, 1996 in order to commence development of Phase II of the Autoplex as originally contemplated in the original Autoplex Development Agreement entered into on February 17, 1989.

The City and the developer now wish to terminate the Autoplex Phase II Development Agreement as to all fulfilled and unfulfilled obligations. The status and provisions of the original Autoplex Development Agreement will remain in effect. The developer has already signed the attached Autoplex Phase II Termination Agreement.

FISCAL NOTE: This agreement relieves the City of any obligation to reimburse the developer for public infrastructure improvements from funds generated by the development of Autoplex Phase II.

RECOMMENDATION: Staff recommends approval of the Autoplex Phase II Termination Agreement.

WHEN RECORDED, RETURN TO:

TEMPE BASKET

TERMINATION OF DEVELOPMENT AGREEMENT FOR AUTOPLEX PHASE II C96-273

This Termination of Development Agreement for Autoplex Phase II is entered the date below signed, by and between the City of Tempe, an Arizona municipal corporation, hereinafter referred to as "City", and SunCor Development Company, an Arizona corporation, hereinafter referred to as "Developer".

RECITALS:

A. The City and Developer entered into that certain Development Agreement pursuant to A.R.S. Section 9-500.05 on February 17, 1989, as amended by that certain Amendment to Development Agreement dated July 13, 1989, and further amended by that certain Addendum No. 1 to Development Agreement dated April 13, 1993, (collectively, the "Autoplex Development Agreement").

B. The Autoplex Development Agreement was subsequently supplemented by that certain Development Agreement Autoplex Phase II (C96-273) between Developer and the City dated December 19, 1996, recorded in the official records of Maricopa County, Arizona at Instrument No. 2000-0688610 (the "Autoplex Phase II Development Agreement").

C. The City and Developer now wish to terminate the Autoplex Phase II Development Agreement as to all fulfilled and unfulfilled obligations.

D. The City and Developer intend to effect such termination of the Autoplex Phase II Development Agreement without affecting the status or provisions of the Autoplex Development Agreement in any manner.

NOW THEREFORE, for the consideration set forth in the Phase II Agreement, the sufficiency and receipt of which is acknowledged by the parties, the City and Developer hereby agree as follows:

1. Recitals. The recitals set forth above are acknowledged by City and Developer to be true and correct and are incorporated herein by reference.

2. Termination of Autoplex Phase II Development Agreement. The provisions of the Autoplex Phase II Development Agreement are hereby terminated and extinguished as to the Property described and shown on Exhibit A of the Autoplex Phase II Development Agreement and all obligations of the City or Developer, whether fulfilled or unfulfilled contained in said Agreement, are hereby terminated.

3. Release. The Property shown on Exhibit A of the Autoplex Phase II Development Agreement and the parties to the Agreement are hereby released of any obligations, conditions, or benefits set forth in said Agreement and the Property shall remain subject to the laws of the State of Arizona, ordinances and codes of the City of Tempe.

4. Autoplex Development Agreement Unchanged. The parties acknowledge, agree, and intend that the provisions of this Termination Agreement do not affect or change any of the provisions of the Autoplex Development Agreement and that the same shall remain in full force and effect and the provisions of this Termination Agreement and the Autoplex Development Agreement shall be construed in such a manner as to fulfill such intent on behalf of the City and Developer.

DATED this _____ day of _____, 2001.

CITY OF TEMPE, a municipal corporation

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SUNCOR DEVELOPMENT COMPANY,
an Arizona corporation

By: Margaret E. Kirch
Its: VICE PRESIDENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 3rd day of January, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared Margaret Kirch personally known to me or proved to me on the basis of satisfactory evidence, to be the Vice President of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, and acknowledged that he or she, as such officer and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal.

My Commission Expires:
July 22, 2002

Susan Yanez
Notary Public

OFFICIAL SEAL
SUSAN M. YANEZ
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires July 22, 2002

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A FINAL SUBDIVISION PLAT FOR

AUTOPLEX PHASE TWO

A PORTION OF THE NW 1/4 OF SECTION 16, T1S, R4E, OF THE G. & S.R.B. & M. MARICOPA COUNTY, ARIZONA

BOOK 421 PAGE 20
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

96-0565362
08/12/96 08:35

DEDICATION

STATE OF ARIZONA }
}ss
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION, AS OWNER OF LOTS 1-9 AND 12-22 AND PLUMCOR REALTY INVESTORS ONE L.L.C., AS OWNER OF LOTS 10 AND 11, HAVE SUBDIVIDED UNDER THE NAME OF "AUTOPLEX PHASE TWO" A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAT OF "AUTOPLEX PHASE TWO" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS AND EASEMENTS CONSTITUTING THE SAME AND THAT EACH STREET AND LOT SHALL BE KNOWN BY THE NAME OR NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON SAID PLAT AND THAT SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION, AS OWNER OF LOTS 1-9 AND 12-22 AND PLUMCOR REALTY INVESTORS ONE L.L.C., AS OWNERS OF LOTS 10 AND 11, HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF: SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION, AS OWNER OF LOTS 1-9 AND 12-22, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED OFFICER, ON THIS 31ST DAY OF JULY 1996.

SUNCOR DEVELOPMENT COMPANY
AN ARIZONA CORPORATION

BY: _____
TITLE: VP-CFO

ACKNOWLEDGEMENT

STATE OF ARIZONA }
}ss
COUNTY OF MARICOPA }

OFFICIAL SEAL
LINETTE R. WILCHER
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Exp. Jan. 19, 1999

OFFICIAL SEAL
LINETTE R. WILCHER
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Exp. Jan. 19, 1999

ON THIS THE 31ST DAY OF JULY 1996 BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED [illegible] WHO ACKNOWLEDGED HIMSELF TO BE [illegible] OF SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION, AS OWNER OF LOTS 1-9 AND 12-22 AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF,

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: Linette Wilcher
(NOTARY PUBLIC)

MY COMMISSION EXPIRES 1/19/99
(DATE)

IN WITNESS WHEREOF: PLUMCOR REALTY INVESTORS ONE L.L.C., AS OWNER OF LOTS 10 AND 11, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED OFFICER, ON THIS 1ST DAY OF AUGUST 1996.

PLUMCOR REALTY INVESTORS ONE L.L.C.,

BY: _____
TITLE: MANAGER

ACKNOWLEDGEMENT

STATE OF ~~ARIZONA~~ ILLINOIS }
}ss
COUNTY OF ~~MARICOPA~~ COOK }

"OFFICIAL SEAL"
GLORIA ENGBLOM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/25/96

ON THIS THE 1ST DAY OF AUGUST 1996 BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JUDSON C. BALL WHO ACKNOWLEDGED HIMSELF TO BE MANAGER OF PLUMCOR REALTY INVESTORS ONE L.L.C. AS OWNER OF LOTS 10 AND 11, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF,

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

BY: Gloria Engblom
(NOTARY PUBLIC)

MY COMMISSION EXPIRES 11/25/96
(DATE)

CONDITIONS OF APPROVAL (# 580-96 46)

1. a. The Public Works Department shall approve all roadway, alley and utility easement dedications, driveways, storm and water retention, and street drainage plans, water and sewer construction drawings, refuse pickup and offsite improvements.

   b. Offsite improvements to bring roadways to current standards include:

   (1) Waterlines and fire hydrants
   (2) Sewer lines
   (3) Storm drains
   (4) Roadway improvements including street lights, curb, gutter, bikepath, sidewalk, bus shelter and related amenities.

   c. Fees to be paid with the development of this project include:

   (1) Water and sewer development fees
   (2) Water and/or sewer participation charges
   (3) Inspection and testing fees

2. a. All street dedications shall be made within six (6) months of Council approval.

   b. Public improvements must be installed prior to the issuance of any occupancy permits. Any phasing shall be approved by the Public Works Department.

   c. All new and existing, as well as onsite and offsite, utility lines (other than transmission lines) shall be placed underground prior to the issuance of an occupancy permit for this (re)development in accordance with Ordinance No. 88.85.

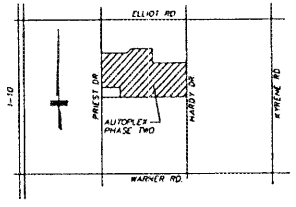
3. If new property lines are created on this site, the approval of CC&R's in a form acceptable to the City Attorney and the Community Development Director must take place prior to recordation of the plan or plat. These CC&R's should provide that a single entity will ultimately be responsible for maintaining all landscaping, both required by Ordinance and in the common area on site, according to the landscape plan approved by the City, and that such provision may not be amended without prior approval by the City Attorney and the Community Development Director.

4. This plan shall be recorded prior to the issuance of permits, and shall show cross access to be maintained throughout this site over the driving aisles. No changes or modifications to the driving aisles will be allowed without the prior approval of the Engineering Department.

5. Onsite retention shall conform to the standards of the Southeast Overlay District.

6. The applicant shall comply with all applicable state and federal laws regarding archaeological artifacts on this site.

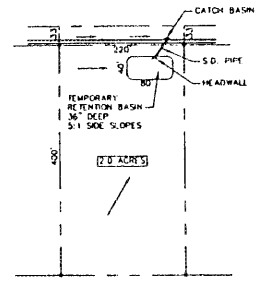
10. Proposed bike path shall be installed simultaneously with the inter loop roadway improvements.



VICINITY MAP
NOT TO SCALE

NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TEMPE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.



STORMWATER RETENTION CONCEPT
TYPICAL BASIN DETAIL

RETENTION NOTES:

1. EACH LOT SHALL PROVIDE ADEQUATE STORMWATER STORAGE VOLUME INCLUDING THE TOTAL LOT AREA AND THE ADJACENT HALF STREET IMPROVEMENTS.

2. TEMPORARY RETENTION BASINS ARE SIZED USING RUN-OFF COEFFICIENT VALUES OF 0.95 FOR THE ADJACENT HALF STREET AND 0.35 FOR THE UNDEVELOPED LOT. THE REQUIRED RETENTION FOR THE DEVELOPED LOT WILL BE CALCULATED USING A 0.85 RUN-OFF COEFFICIENT.

CERTIFICATION

I, MICHAEL M. LLOYD, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF TWO SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 1996; THAT THE SURVEY IS TRUE AND ACCURATE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
MICHAEL M. LLOYD, REGISTERED LAND SURVEYOR

ARIZONA REGISTRATION NO. 13182

MICHAEL M. LLOYD
13182
ARIZONA
7/19/96

APPROVALS:

APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF TEMPE, THIS 6TH DAY OF AUGUST 1996

BY: _____

APPROVED BY THE CITY ENGINEER OF THE CITY OF TEMPE, THIS 8TH DAY OF August 1996

BY: _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, THIS 20th DAY OF June 1996

BY: _____

ATTEST: Helen R. Fowler DATE: 8-7-96

TEMPE, MARICOPA COUNTY, ARIZONA
CORPORATE SEAL

CMX GROUP INC.
1515 E. MISSOURI, SUITE 245
PHOENIX, ARIZONA 85014
(602)279-8436
PROJ. NO. 5483

AUTOPLEX PHASE TWO
SUBDIVISION PLAT

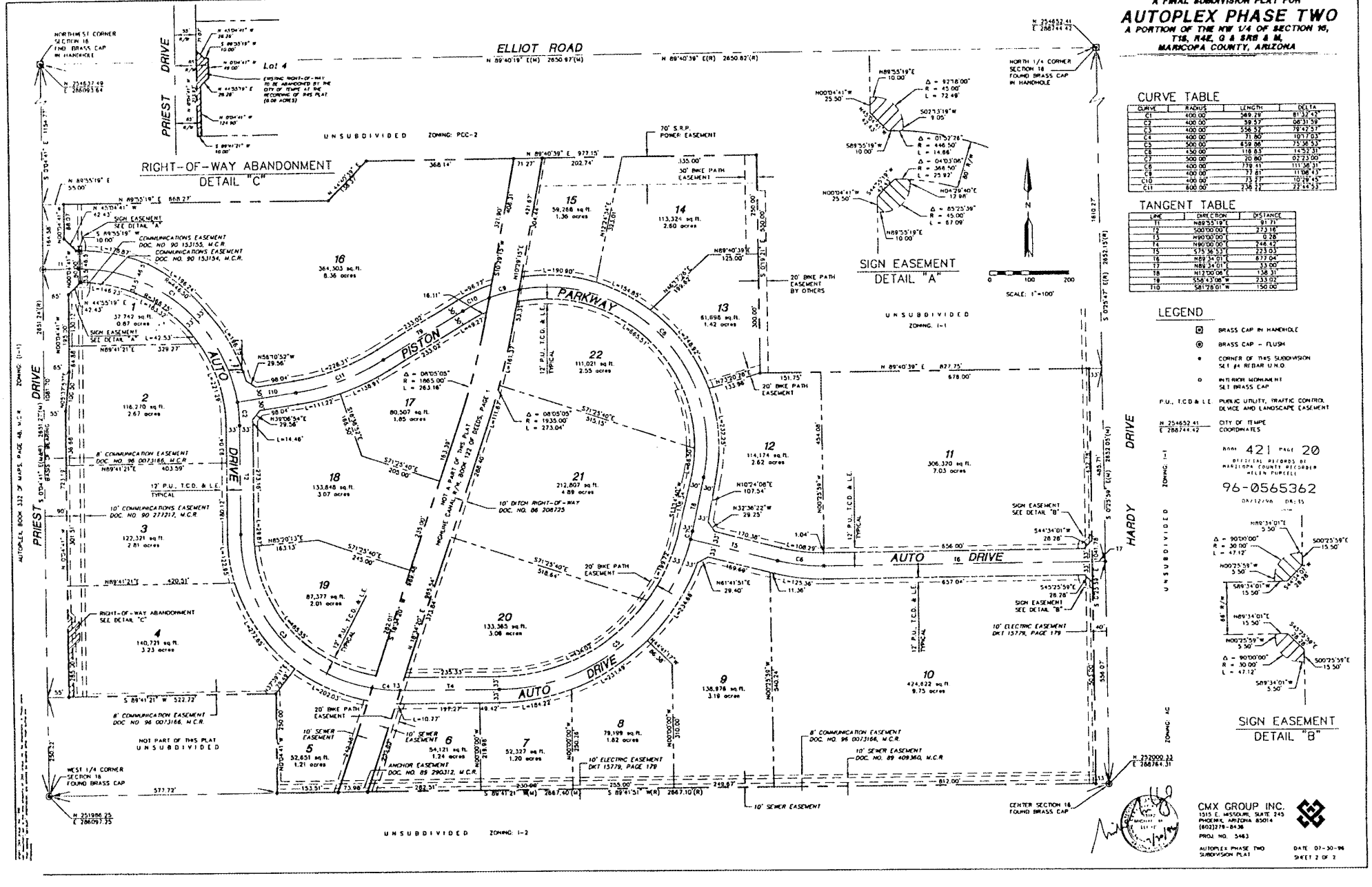
DATE: 07-30-96
SHEET 1 OF 2

EXHIBIT A

A FINAL SUBDIVISION PLAT FOR

AUTOPLEX PHASE TWO

A PORTION OF THE NW 1/4 OF SECTION 16, T1S, R4E, G & SRB & M, MARICOPA COUNTY, ARIZONA



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	400.00'	569.29'	81°32'42"
C2	400.00'	59.57'	08°31'59"
C3	400.00'	556.52'	79°42'57"
C4	400.00'	71.80'	10°17'03"
C5	500.00'	658.86'	75°56'53"
C6	450.00'	118.83'	14°52'31"
C7	500.00'	20.80'	02°23'00"
C8	400.00'	779.61'	111°36'31"
C9	400.00'	77.81'	11°08'43"
C10	400.00'	73.27'	10°29'45"
C11	600.00'	236.22'	22°44'53"

TANGENT TABLE

LINE	DIRECTION	DISTANCE
T1	N89°55'19"E	91.71'
T2	S00°00'00"E	273.18'
T3	N90°00'00"E	0.28'
T4	N90°00'00"E	246.42'
T5	S75°36'53"E	223.03'
T6	N89°34'01"E	677.04'
T7	N89°34'01"E	33.00'
T8	N12°00'06"E	138.31'
T9	S58°43'06"W	233.02'
T10	S81°28'01"W	150.00'

LEGEND

- BRASS CAP IN HANDHOLE
- BRASS CAP - FLUSH
- CORNER OF THIS SUBDIVISION SET #4 REBAR U.N.O.
- INTERIOR MONUMENT SET BRASS CAP
- P.U., T.C.D. & L.E. — PUBLIC UTILITY, TRAFFIC CONTROL DEVICE AND LANDSCAPE EASEMENT
- N 254652.41 E 288744.42 — CITY OF TEMPE COORDINATES

BOOK 421 PAGE 20
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
96-0565362
04/12/96 08:15

CMX GROUP INC.
1515 E. MISSOURI, SUITE 245
PHOENIX, ARIZONA 85014
(602)279-8436
PROJ NO. 5463

AUTOPLEX PHASE TWO SUBDIVISION PLAT

DATE 07-30-96
SHEET 2 OF 2

EXHIBIT A