

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“the Agreement”), dated this _____ day of _____, 20____, is by and between the Town of Oro Valley, Arizona, an Arizona Municipal Corporation (the “Town”), and the Canada Hills Community Association, an Arizona nonprofit corporation and all sub-associations of Canada Hills or its/their successor(s) in interest (collectively, “Canada Hills”). This Agreement shall cover those areas depicted in the attached Exhibit “B” (the “subject property”). Together, the Town and Canada Hills shall be referred to as the “Parties”.

RECITALS

WHEREAS, this Agreement was adopted by the Mayor and Council of the Town by passage of Resolution No ⑧) ____ at their public meeting dated _____, authorizing its designated signatory below to enter into such an agreement on behalf of the Town.; and

WHEREAS, Canada Hills desires to permit the Town to enforce traffic laws on the private streets within the subject property, except for gated streets; and

WHEREAS, the Town acknowledges that Canada Hills Drive, Mountain Breeze Drive, and Scioto Avenue are privately-owned streets serving the general public in addition to Canada Hills residents; and

WHEREAS, the Town desires to enforce traffic laws on the private streets within the subject property, except for gated streets; and

WHEREAS, the Town and Canada Hills are authorized to enter into this Agreement pursuant to A.R.S. Section 9-500.05(F).

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements as set forth herein, the Parties agree as follows:

1) MUTUAL PROMISES

The Town agrees that:

The Oro Valley Police Department, as part of their normal operations, will patrol the private streets within the subject property except for gated streets. The Town will provide traffic/emergency vehicle enforcement in accordance with established Town policies. Canada Hills shall establish speed limits on the private streets within the subject property; however, any

speed limit set at other than 25 miles per hour shall require consultation with and approval of the Town Police Chief and Town Engineer. The Town is not obligated to enforce speed limits adopted by Canada Hills that are set at other than 25 miles per hour if the Town Police Chief and Town Engineer have not approved the speed limit. This Agreement does not obligate the Town to provide maintenance of pavement.

Canada Hills agrees that:

The Town hereby is granted authority to enforce speed limits, vehicle weight restrictions and other safety measures on the publicly-accessible private streets and rights-of-way within the subject property. Except as otherwise provided herein, with respect to the Town's enforcement of traffic laws on the private streets within the subject property, Canada Hills agrees, on behalf of all the residents, to waive any claims against the Town, including claims of jurisdiction, and to abide by the laws, policies and procedures of the federal government, the State of Arizona and the Town of Oro Valley. Canada Hills Community Association further agrees to pay for the costs of purchasing and installing whatever traffic signage, striping and painting the Town deems necessary on Canada Hills Drive and Mountain Breeze Drive. Signage and/or markings on the private streets within the sub-association areas will be paid for by each respective sub-association through the Canada Hills Community Association. All appropriate signage, striping and painting are to be determined by Canada Hills after consultation with the Town Police Chief and Town Engineer in compliance with the Uniform Manual of Traffic Control Devices. The Town agrees to send a cost estimate of these items to Canada Hills for review prior to purchase. The Town agrees to install and maintain all such signage, with the costs of installation and maintenance to be reimbursed to the Town by the appropriate association/sub-association. By their signatures hereunder, the appropriate associations and sub-associations also agree to assume liability and indemnify the Town for any actions arising from this Agreement other than those arising from the negligence of any Oro Valley officer, employee or agent.

Should any private streets within the subject property become public, the terms of this Agreement are declared null and void as to those streets.

2) TERM

The Parties agree that this Agreement shall be effective for one-year terms, automatically renewed at the beginning of each Town fiscal year upon adoption of the Town budget, unless this Agreement is cancelled at any time by either the Town or Canada Hills upon ninety (90) days prior written notice. Any such notice shall be sent by regular mail, with the 90-day period to commence upon the date of the mailing.

Notice to the Town shall be sent to:

Town Manager
11,000 N. La Canada Drive
Oro Valley, Arizona 85737

CC: Oro Valley Chief of Police
Oro Valley Town Engineer

Notice to Canada Hills shall be sent to:

Canada Hills Community Association
c/o Northwest Management
1055 Stargazer Place
Tucson AZ 85737

Upon termination of this Agreement, all signage for which the Town has not been reimbursed, shall become the property of the Town.

3) SEVERABILITY, INTERPRETATION OF TERMS, CHOICE OF LAW

This Agreement shall be construed in all instances to allow the parties to comply with all applicable federal, state, and local laws and regulations in accomplishing the purposes of this Agreement. Should any portion of this Agreement be found to be invalid for whatever reason by a court of competent jurisdiction, such portion shall be severable and have no effect on the remaining portions of the Agreement. In any matter litigated to conclusion between the Parties in a court of competent jurisdiction, the winning party is entitled to an award of its reasonable attorney's fees and costs. This Agreement will be enforced under the laws of the State of Arizona.

4) CONFLICTS OF INTEREST:

The Parties agree to be bound by the conflict of interest provision of A.R.S. 38-501 *et seq.*

(As discussed, a comprehensive signature page will be included for the Town, Canada Hills Community Association and the sub-associations).