MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 1, 2015, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on September 1, 2015, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times
Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings
If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov, by linking to the Town Clerk page under Agendas, Minutes and Recent Actions. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov on the Town Clerk page under Agendas, Minutes and Recent Actions.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities and the Town's overhead projector/document reader. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

The Consent Agenda contains items requiring action by the Council which are generally routine items not requiring Council discussion. A single motion and affirmative vote will approve all items on the Consent Agenda, including any resolutions or ordinances. Prior to a motion to approve the Consent Agenda, any Council member may remove any item from the Consent Agenda and that item will be discussed and voted upon separately.

C1 Resolution No. 2015-085: Relating to Development; approving and authorizing the Mayor to execute an agreement with Caddis Bridge, L.L.C., to assure dedication and construction of Joplin Lane with development of the Cortaro Ranch commercial properties (Frank Cassidy)

C2 Resolution No. 2015-086: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 40 Kustom Radar Speed Detection Devices to the City of Coolidge (Erik Montague)

C3 Resolution No. 2015-087: Relating to Public Works; approving and authorizing the Mayor to execute a supplemental intergovernmental agreement between the Town of Marana and Pima County to accommodate Pima County Regional Wastewater Reclamation Department Tangerine Road Force Main Relocation Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

C4 Resolution No. 2015-088: Relating to Addressing; naming "Tangerine Farms Road" west of Lon Adams Road and "Tangerine Road" from Lon Adams Road to Interstate 10 (Shannon Shula)

C5 Resolution No. 2015-089: Relating to Development; approving a preliminary plat for Willow Vista Lots 1-69 and Common Area "A" (Open Space), located near the southeast corner of Cortaro Farms Road and Sandy Desert Trail (Brian Varney)

C6 Resolution No. 2015-090: Relating to Building; Approving and authorizing the Mayor to execute the Fourth Amendment Extending Intergovernmental Agreement between Pima County and the Town of Marana for Regulation of Public Property within Each Other's Jurisdictional Territory (Keith Brann)

C7 Resolution No. 2015-091: Resolution of the Mayor and Common Council of Town of Marana, Arizona authorizing the execution and delivery by the Town and the Town of Marana Municipal Property Corporation of a Fifth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (Jane Fairall)

C8 Approval of August 4, 2015 Regular Council, August 11, 2015 Study Session, and August 26, 2015 Special Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; selecting three potential topics for the Fall 2015 Marana Citizens' Forum (Jocelyn C. Bronson)

B2 Resolution 2015-092: Relating to Boards, Commissions and Committees; making a pro-tem appointment to the Town of Marana Personnel Action Review Board (Kisha McCabe)

COUNCIL ACTION

A1 Resolution No. 2015-093: Relating to Facilities; naming the bridge located on Thornydale Road over the Cañada del Oro Wash the "Hurvie Davis Bridge" (Jocelyn Bronson)

A2 PUBLIC HEARING: Ordinance No. 2015.017: Relating to Development; approving and authorizing the Mayor to execute the Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista (Brian Varney)

A3 Resolution No. 2015-094: Relating to the Environment; approving and authorizing the Mayor to execute the First Amendment to Intergovernmental Agreement between Pima County and the Town of Marana to provide Mitigation Funding for Wildlife Corridors in the Marana Area (Frank Cassidy)

A4 Resolution No. 2015-095: Relating to Real Property; approving and authorizing the Mayor to execute an Option and Wireless Communications Facility Lease Agreement with T-Mobile West LLC for the lease of approximately 256 square feet of Town-owned property at Continental Reserve Park (Jane Fairall)

A5 Resolution No. 2015-096: Relating to Municipal Court; appointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2015; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar (Jane Fairall)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

Notwithstanding the mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C1

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-085: Relating to Development; approving and authorizing the Mayor to execute an agreement with Caddis Bridge, L.L.C., to assure dedication and construction of Joplin Lane with development of the Cortaro Ranch commercial properties (Frank Cassidy)

Discussion:

Caddis Bridge, L.L.C. is in escrow to purchase the remaining undeveloped land in Cortaro Ranch subdivision. The land is called the “Cortaro Ranch Commercial Property” in the resolution and the "Subject Property" in the agreement. It is approximately 20.36 acres of land consisting of Lots 163-180, 294-297, and the portion of Lot 293 not developed as IHOP Restaurant.

Cortaro Ranch was rezoned in December 1995 (Marana Ordinance No. 95.30). It contained the “Joplin Lane Condition,” requiring the developer to construct the necessary improvements to re-route Joplin Lane through Cortaro Ranch subdivision to provide an alternate connection to Cortaro Farms Road. In 1995 and today, Joplin Lane is located on TEP-owned property subject to a license revocable by TEP at any time.

Except for a small area where the re-routed Joplin Lane will cross Cortaro Ranch common area owned by the homeowners' association, the entire re-routed Joplin Lane through Cortaro Ranch will be through the property being purchased by Caddis Bridge. To retain rights under the 1995 rezoning, Caddis Bridge is obligated to satisfy the Joplin Lane Condition as it applies to the property it is purchasing.

The Cortaro Ranch Commercial Assurance and Development Agreement proposed for approval by this agenda item facilitates Caddis Bridge's satisfaction of the Joplin Lane Condition. It requires Caddis Bridge either to dedicate a 30-foot right-of-way through its property or to purchase some or all equivalent right-of-way from TEP. The agreement also requires Caddis

Bridge to construct Joplin Lane as a chip-seal over soil cement.

A condition of rezoning on the DeAnza property located north of Cortaro Ranch requires the developer to re-route Joplin Lane through DeAnza as well.

Financial Impact:

The Town will incur an unknown financial obligation to acquire and construct the portion of Joplin Lane across Cortaro Ranch Common Area A, owned by the homeowners' association. In addition, the Town will incur maintenance costs after Joplin Lane is constructed as a public road.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-085, approving the agreement with Caddis Bridge LLC to assure dedication and construction of Joplin Lane.

Suggested Motion:

I move to adopt Resolution 2015-085, approving the agreement with Caddis Bridge LLC to assure dedication and construction of Joplin Lane.

Attachments: Resolution 2015-085
Exhibit A Cortaro Ranch DA

MARANA RESOLUTION NO. 2015-085

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CADDIS BRIDGE, L.L.C., TO ASSURE DEDICATION AND CONSTRUCTION OF JOPLIN LANE WITH DEVELOPMENT OF THE CORTARO RANCH COMMERCIAL PROPERTIES

WHEREAS Caddis Bridge, L.L.C., an Arizona limited liability company, is currently in escrow to purchase what is referred to in this resolution as the "Cortaro Ranch Commercial Property," approximately 20.36 acres of land consisting of Lots 163-180, 294-297, and the portion of Lot 293 not developed as IHOP Restaurant, of Cortaro Ranch subdivision; and

WHEREAS Cortaro Ranch subdivision (including the Cortaro Ranch Commercial Property) was rezoned by Marana Ordinance No. 95.30 adopted on December 19, 1995, condition 9 of which (the "Joplin Lane Condition") required the developer to construct the necessary improvements to re-route Joplin Lane through Cortaro Ranch subdivision to provide an alternate connection to Cortaro Farms Road; and

WHEREAS, on close of escrow, Caddis Bridge will be the successor-in-interest with the obligation to satisfy the Joplin Lane Condition as it applies to the Cortaro Ranch Commercial Property; and

WHEREAS the Cortaro Ranch Commercial Assurance and Development Agreement facilitates satisfaction of the Joplin Lane Condition as it applies to the Cortaro Ranch Commercial Property; and

WHEREAS the Mayor and Council find that entering into the Cortaro Ranch Commercial Assurance and Development Agreement is in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION l. The Cortaro Ranch Commercial Assurance and Development Agreement is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, the Cortaro Ranch Commercial Assurance and Development Agreement attached to and incorporated by this reference in this resolution as Exhibit A, for and on behalf of the Town of Marana.

SECTION 3. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution and the agreement it approves.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 1st day of September, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT

(Town of Marana, Arizona)

THIS CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and CADDIS BRIDGE, L.L.C., an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Developer is currently in escrow to purchase approximately 20.36 acres of land referred to in this Agreement as the "Subject Property" and consisting of Lots 163-180, 294-297, and a portion of Lot 293 of Cortaro Ranch subdivision, recorded in the office of the Pima County Recorder on May 21, 1998, in Book 51 of Maps and Plats at Page 6 (Sequence 19980780741).

B. The portion of Lot 293 of Cortaro Ranch subdivision included in the Subject Property is all of Lot 293 except that portion now occupied by an IHOP restaurant, described as "Parcel 1" on "Exhibit One" to the Special Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on July 14, 2000, at Docket 11340, Page 1101 (Sequence 20001360301).

C. Cortaro Ranch subdivision (including the Subject Property) was rezoned by Marana Ordinance No. 95.30 adopted on December 19, 1995, condition 9 of which (the "Joplin Lane Condition") provided:

> Owner shall, at its sole cost and as approved by Town staff, construct the necessary improvements to re-route Joplin Lane through the subject development [to] provide an alternate connection to Cortaro Farms Road.

D. Upon closing its purchase of the Subject Property, the Developer will be the successor-in-interest to the "Owner" for purposes of the Joplin Lane Condition with respect to the Subject Property.

E. The Parties acknowledge that Joplin Lane is a two-lane mostly dirt road located immediately west of and contiguous to Cortaro Ranch subdivision on property owned by Tucson Electric Power Company ("TEP") (the "Current Joplin Lane").

F. The Parties understand and believe that the Current Joplin Lane is used by the public pursuant to a revocable license issued by TEP.

G. The Joplin Lane Condition was included in the subdivision assurances for the Subject Property, the most recent (and only applicable) version of which is the "Substitute Assurance Agreement for Construction of Subdivision Improvements (Performance Bond)," recorded in the office of the Recorder of Pima County, Arizona, on September 15, 2006, at Docket 12890, Page 1252 (Sequence 20061790491) (the "Assurance Agreement").

H. The Parties wish to facilitate the Developer's satisfaction of the Joplin Lane Condition as it applies to the Subject Property.

I. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

J. This Agreement is consistent with the portions of the Town's General Plan applicable to the Subject Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Agreement, the Parties hereby agree as follows:

1. *Dedication of re-routed Joplin Lane*. The Developer shall dedicate to the Town a 30-foot width of right-of-way which abuts the western boundary of Cortaro Ranch subdivision owned by Developer and those portions of Lots 170, 171 and 172 which are within 30 feet of the Cortaro Ranch subdivision western boundary, free and clear of all liens and encumbrances except for an existing public sewer and utility easement (the "Developer Joplin Lane Right-of-Way").

2. *Developer's option to avoid IHOP sign*. At the Developer's option, in lieu of dedicating property to connect to Cortaro Farms Road at the southwest corner of the Subject Property, the Developer may dedicate a 30-foot width of right-of-way which will connect to Cortaro Farms Road to the east of the IHOP sign (located at the southwest corner of Lot 295) and then connect to the Developer Joplin Lane Right-of-Way north of the IHOP sign.

3. *Developer's option to acquire TEP property*. At the Developer's option, as an alternative to or in addition to the dedications described in paragraphs 1 and 2 above, the Developer may acquire and dedicate to the Town, or have TEP dedicate directly to the Town, a 30-foot width portion of the Current Joplin Lane (or such portion of the Current Joplin Lane which, when combined with portions of the Developer Joplin Lane Right-of-Way, provides a 30-foot width right-of-way for the Town), free and clear of all liens and encumbrances except an overhead electric transmission easement reserved to TEP, provided same connects Cortaro Farms Road to the HOA Joplin Lane Right-of-Way (as defined in paragraph 7). (The dedications or grants made by the Developer or on behalf of the Developer pursuant to paragraphs 1, 2 and/or 3 are hereinafter collectively referred to as "Developer Dedications".)

4. *Time for dedication or acquisition*. The Developer shall complete the Developer Dedications on the earlier of the following:

(A) The third anniversary of the effective date of this Agreement

(B) The date a building permit is requested for vertical construction on any portion of the Subject Property

5. *Joplin Lane construction standards*. The Developer shall construct the portion of Joplin Lane located in the Developer Dedications as a 20-foot wide chip seal over soil cement stabilized according to Pima County minimum standards for roadways constructed over Pima County Regional Wastewater Reclamation Department sewer easements or such alternative standards as are proposed by the Developer and reasonably acceptable to the Marana Town Engineer (the "Developer Joplin Lane Construction Obligation"). Notwithstanding the above, the Developer Joplin Lane Construction Obligation shall not include the improvement of that portion of the

Developer Joplin Lane Right-of-Way lying within Lots 170, 171 and 172 of the Subject Property.

6. *Timing and procedure for construction of Joplin Lane.*

(A) *Developer's engineer's estimated cost.* Not later than 60 days after making the Developer Dedications, the Developer shall provide an engineer's estimate of the cost of the Developer Joplin Lane Construction Obligation to the Marana Town Engineer. The engineer's estimate shall be provided and stamped by a civil engineer registered in Arizona.

(B) *Town's option to receive payment of construction cost.* As an alternative to the Developer Joplin Lane Construction Obligation, the Town may choose to receive payment of the Developer's engineer's estimate of costs under paragraph 6(A) above. The Marana Town Engineer shall notify the Developer in writing within 30 days after receiving the Developer's engineer's estimate that the Town chooses to take payment in lieu of construction. The Developer shall make payment within 30 days after receiving notification from the Marana Town Engineer.

(C) *Construction initiation and completion.* Except as provided in paragraph 6(B) above, the Developer shall commence construction of the Developer Joplin Lane Construction Obligation not later than 180 days after making the Developer Dedications, and shall complete the construction within 180 days of commencement of construction. The improvements constituting the Developer Joplin Lane Construction Obligation shall not be considered completed unless and until they have been constructed in accordance with all applicable plans and regulations and inspected by the Town for compliance with the plans and regulations.

(D) *Remedies for Developer's default.* The Town may at its option withhold building permits and/or certificates of occupancy for vertical construction on the Subject Property during the period the Developer is in default of its obligations under this Agreement. The Developer may have the permit and certificate of occupancy hold lifted by posting security in the form of cash tendered to the Town or a letter of credit issued in favor of the Town in the amount of 115% of the Marana Town Engineer's reasonable estimate of the cost of the Developer Joplin Lane Construction Obligation.

7. *Cooperation.* During the term of this Agreement, the Developer shall cooperate in good faith to assist the Town in acquiring a 30-foot width of right-of-way from Cortaro Ranch Homeowners Association (the "HOA") which abuts the western boundary of Cortaro Ranch subdivision (or such portion of such 30-foot width as is owned by the HOA) (the "HOA Joplin Lane Right-of-Way") but the Developer shall not be required to incur any out-of-pocket costs or expenses in connection with such cooperation.

8. *Substitute cash assurance.* This section of this Agreement is submitted as an assurance that the Developer will construct the remaining improvements required by A.R.S. § 9-463.01(C)(8) and Town Land Development Code Section 06.06 for the Cortaro Ranch subdivision, which for purposes of the Subject Property as currently configured consists only of the Developer Joplin Lane Construction Obligation.

(A) Tender of cash to the Town. Within 30 days after the effective date of this Agreement, the Developer shall deliver $62,400 to the Town Engineer, which funds are referred to in this Agreement as the "Cash," to be used or released only pursuant to the terms of this Agreement.

(B) Use of the Cash. The amount of the Cash has been determined based on the Town-approved estimate of the total cost of the Developer Joplin Lane Construction Obligation, plus a reasonable contingency.

(C) Acceptance of the improvements. The Town shall not accept maintenance responsibility for the portion of Joplin Lane improved by the Developer Joplin Lane Construction Obligation unless and until all of the following have occurred:

(i) The Developer Joplin Lane Construction Obligation has been completed in accordance with paragraph 6(C) of this Agreement.

(ii) The improvements constituting the Developer Joplin Lane Construction Obligation and the right-of-way in which the improvements are located have been dedicated or conveyed to the Town.

(iii) The Town by formal action has accepted dedication or conveyance of the improvements constituting the Developer Joplin Lane Construction Obligation and the right-of-way in which they are located.

(D) Warranty. The Developer warrants that the improvements constituting the Developer Joplin Lane Construction Obligation will be free from defects for a period of one year from the date the Town determines upon inspection (see paragraph 6(C) above) that the improvements have been constructed in accordance with all applicable plans and regulations.

(E) Release of the Assurance Agreement. The Town Engineer shall promptly record a release of the Assurance Agreement (see recital G above) upon receipt of the Cash.

(F) Release of assurances. The obligations of the Developer under this Agreement shall be released, the Cash returned to the Developer, and a release of assurances issued by the Town Engineer, only upon the Developer's satisfactory completion and the Town's acceptance of the improvements constituting the Developer Joplin Lane Construction Obligation in accordance with paragraph 6(C) above, or the Developer's tender and the Town's acceptance of substitute assurances for completion of the improvements.

(G) Partial release of assurances. The Town may issue a partial release of assurances, authorizing a release of a portion of the Cash to the Developer, if the Town Engineer determines that the remaining Cash is sufficient to perform the Developer's remaining obligations under paragraph 6(C) of this Agreement, plus a reasonable contingency.

(H) Substitution of assurances. The Developer may submit substitute assurances in a form and amount acceptable to the Town at any time the Developer is not in default of this Agreement.

9. *Scope of this Agreement*. This Agreement applies only to the Subject Property.

10. *Binding on successors*. This Agreement shall run with the Subject Property and shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns.

11. *Notices and filings*. All notices, requests and other communications under this Agreement shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, or (iv) transmitted by facsimile

(provided that a confirming copy of the facsimile transmission is mailed on the date of such transmission), addressed as follows:

To the Town:	Gilbert Davidson, Town Manager 11555 West Civic Center Drive Marana, Arizona 85653
With a copy to:	Marana Town Attorney 11555 West Civic Center Drive Marana, Arizona 85653
To the Developer:	CADDIS BRIDGE, L.L.C. Attn: Greg Anderson 3573 East Sunrise Drive #233 Tucson, Arizona 85718

12. *Term*. This Agreement terminates on the earlier of the following:

(A) The first anniversary of the Developer's satisfaction of the Developer Joplin Lane Construction Obligation (paragraph 6(C) above) or

(B) The Developer's payment in lieu of satisfaction of the Developer Joplin Lane Construction Obligation (paragraph 6(B) above).

13. *Effective date*. This Agreement is effective on the last of the following to occur:

(A) The effective date of the Marana resolution approving and authorizing the Mayor to sign this Agreement

(B) The date this Agreement is recorded in the office of the Pima County Recorder

(C) The date the Developer closes on its purchase of the Subject Property

14. *Conflict of Interest*. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below their respective signatures.

The "Town":	The "Developer":
TOWN OF MARANA, an Arizona municipal corporation	CADDIS BRIDGE, L.L.C., an Arizona limited liability company
By: _____	By: _____
Ed Honea, Mayor	Greg Anderson, Manager
Date: _____	Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on August ___, 2015, by Greg Anderson, the Manager of CADDIS BRIDGE, L.L.C., an Arizona limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C2

To: Mayor and Council

Submitted For: Erik Montague, Finance Director

From: Hilary Hiser, Records Administrator

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-086: Relating to Administration; approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 40 Kustom Radar Speed Detection Devices to the City of Coolidge (Erik Montague)

Discussion:

The Marana Police Department (MPD) has a number of radar speed detection devices that have been removed from service. Due to the age of the equipment in question, the MPD determined that it is not practical to place the old radar systems into new patrol vehicles. Since this equipment's sole design was for the enforcement of speed in a law enforcement capacity, it would be prudent to transfer these assets to another law enforcement agency.

The department is seeking Council's authorization to approve the equipment transfer and disbursement of 40 Kustom Radar Systems to the Coolidge Police Department who expressed a need for the equipment.

Financial Impact:

The used radar equipment, although operational, is believed to have no significant auction value value to the Town. The department believes the best and most appropriate use for these units it to provide them to another municipality.

Staff Recommendation:

Staff recommends transfer of the radar devices to the City of Coolidge.

Suggested Motion:

I move to adopt Resolution 2015-086, approving and authorizing the Finance and Purchasing Director to execute a Deed of Gift donating 40 Kustom Radar Speed Detection Devices to the City of Coolidge.

Attachments: Resolution 2015-086
Deed of Gift
Exhibit A to Deed

MARANA RESOLUTION NO. 2015-086

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE AND PURCHASING DIRECTOR TO EXECUTE A DEED OF GIFT DONATING 40 KUSTOM RADAR SPEED DETECTION DEVICES TO THE CITY OF COOLIDGE

WHEREAS the Town of Marana Police Department (MPD) has a number of previously used Kustom Radar Speed Detection Devices which have been removed from service and which, due to their age, will not be recycled into other MPD patrol vehicles; and

WHEREAS since this equipment's sole design is for speed enforcement in a law enforcement capacity, it would be prudent to transfer these assets to another law enforcement agency; and

WHEREAS the City of Coolidge Police Department has a need for the equipment; and

WHEREAS the Town Council finds that the donation of the equipment to the City of Coolidge in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The deed of gift attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved and the Finance and Purchasing Director is hereby authorized and directed to execute it on behalf of the Town.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 1st day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DEED OF GIFT

THE TOWN OF MARANA, an Arizona municipal corporation ("Marana"), hereby donates, conveys, assigns, and transfers any rights, if any, Marana may have unto: THE CITY OF COOLIDGE, an Arizona municipal corporation ("Coolidge") and its successors and assigns, to have and hold forever, the following described personal property, goods or chattels ("Assets"):

40 Kustom Radar Speed Detection Devices, more particularly defined in Exhibit A, attached hereto and incorporated herein by this reference

subject to the following terms and conditions: Marana warrants that Marana owns the Assets; that Marana has the right to convey the Assets to Coolidge; and that Marana does so free and clear of all encumbrances. Marana gives no guarantee or warranty, express or implied, as to condition, usability, merchantability or fitness of the Assets for a particular purpose.

Coolidge hereby acknowledges that it has examined the Assets and has agreed to accept them "as is" and "where is." Coolidge acknowledges that the acceptance of the Assets is at its own risk and hereby agrees to make no claims against Marana based upon alleged representations, warranties (apart from the warranties expressly set out above) or collateral agreements, especially with respect to the fitness of the Assets listed above for any particular purpose or for their safe use.

IN WITNESS WHEREOF the parties have executed this instrument as of the last party's signature date below.

"Marana":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Erik Montague
Finance and Purchasing Director

_____
Date

ATTEST:

_____
Jocelyn Bronson, Town Clerk

"Coolidge":

THE CITY OF COOLIDGE,
an Arizona municipal corporation

By: _____

Its: _____

_____
Date

STATE OF ARIZONA)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____of THE CITY OF COOLIDGE, an Arizona municipal corporation, on behalf of the City.

(Seal)

_____

Notary Public

RADAR INVENTORY TRANSFERRING TO COOLIDGE POLICE DEPT

Manufacturer	Model	Antenna Serial	Serial
Municipal Electrncs	TS3		424
Kustom	HR-12		AA9283
Kustom	HR-12		AA9291
Kustom	HR-12		AA8783
Kustom	HR-12		AA8921
Kustom	HR-12		AA11681
Kustom	HR-12		AA11692
Kustom	HR-12		AA11694
Kustom	Golden Eagle II		XE04888
Kustom	Golden Eagle II		XE04998
Kustom	Golden Eagle II		XE05009
Kustom	Golden Eagle II		XE05044
Kustom	Golden Eagle II		XE05052
Kustom	Golden Eagle II		XE05050
Kustom	Golden Eagle II		XE05051
Kustom	Golden Eagle II		XE04889
Kustom	Golden Eagle II		XE04996
Kustom	Golden Eagle II		XE04885
Kustom	Golden Eagle II		XE05049
Kustom	GE II Antenna	DE11576	
Kustom	GE II Antenna	DE11558	
Kustom	GE II Antenna	DE11589	
Kustom	GE II Antenna	DE12072	
Kustom	GE II Antenna	DE12076	
Kustom	GE II Antenna	DE11556	
Kustom	GE II Antenna	DE11562	
Kustom	GE II Antenna	DE11615	
Kustom	GE II Antenna	DE11550	
Kustom	GE II Antenna	DE11577	
Kustom	GE II Antenna	DE12064	
Kustom	GE II Antenna	DE12248	
Kustom	GE II Antenna	DE12069	
Kustom	GE II Antenna	DE11608	
Kustom	GE II Antenna	DE11588	
Kustom	GE II Antenna	DE11514	
Kustom	GE II Antenna	DE11575	
Kustom	GE II Antenna	DE11610	
Kustom	GE II Antenna	DE12089	
Kustom	GE II Antenna	DE12063	
Kustom	GE II Antenna	DE11557	
Kustom	GE II Antenna	DE11585	

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C3

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-087: Relating to Public Works; approving and authorizing the Mayor to execute a supplemental intergovernmental agreement between the Town of Marana and Pima County to accommodate Pima County Regional Wastewater Reclamation Department Tangerine Road Force Main Relocation Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

Discussion:

The Town of Marana is the lead agency for the RTA's Tangerine Road corridor project. The first phase of the project is for the construction of a four-lane roadway beginning at Twin Peaks Road on the west and connecting the existing four-lane Tangerine Road located at La Cañada Drive on the east (the "Project"). Pima County now desires to take advantage of the economies of scale and to avoid potential construction conflicts by adding a planned Pima County Regional Wastewater Reclamation Department (PCRWRD) modifications to the Project. If this supplemental IGA is approved, the PCRWRD modifications will be constructed by the selected contractor for the Project, administered by Marana, and paid for by Pima County.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-087, approving and authorizing the Mayor to sign the supplemental intergovernmental agreement with Pima County to accommodate Pima County Regional Wastewater Reclamation Department Tangerine Road Force Main Relocation Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive.

Suggested Motion:

I move to adopt Resolution 2015-087, approving and authorizing the Mayor to sign the supplemental intergovernmental agreement with Pima County to accommodate Pima County Regional Wastewater Reclamation Department Tangerine Road Force Main Relocation Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive.

Attachments: Resolution 2015-087
Exhibit IGA
Pima County Force Main

MARANA RESOLUTION NO. 2015-087

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY TO ACCOMMODATE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT TANGERINE ROAD FORCE MAIN RELOCATION WORK AS PART OF THE DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS TO TANGERINE ROAD – DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD TO LA CAÑADA DRIVE

WHEREAS the Town of Marana has entered into an intergovernmental agreement with the Regional Transportation Authority (RTA) to facilitate the construction design and right-of-way acquisition for roadway improvements for Tangerine Road from Dove Mountain Boulevard/ Twin Peaks Road to La Cañada Drive (the "Project"); and

WHEREAS the Town has been identified by the RTA as the "Lead Agency" for the Project; and

WHEREAS the Project is located in the service area of the Pima County Regional Wastewater Reclamation Department (PCRWRD); and

WHEREAS the Town of Marana, the Town of Oro Valley, and Pima County entered into an intergovernmental agreement for the design and construction of the Project (the "Local Governments Tangerine IGA") to coordinate and facilitate the design and construction of the Project among local jurisdictions in a manner consistent with the RTA Tangerine Design/ROW IGA; and

WHEREAS the Town of Marana, the Town of Oro Valley, and Pima County executed an amendment to the Local Governments Tangerine IGA allowing the use of alternate project delivery methods for the Project; and

WHEREAS a contractor (the "Project Contractor") has now been procured in accordance with the selection process set forth in the Local Governments Tangerine IGA as amended to provide pre-construction services and, if a guaranteed maximum price is successfully negotiated with the Town, to construct the Project; and

WHEREAS Pima County now desires to take advantage of the economies of scale and to avoid potential construction conflicts by adding certain PCRWRD modifications to the Project, to be constructed by the Project Contractor, administered by Marana, and paid for by Pima County; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the supplemental intergovernmental agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the supplemental intergovernmental agreement between the Town of Marana and Pima County to Accommodate Pima County Regional Wastewater Reclamation Department Tangerine Road Force Main Relocation Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the intergovernmental agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY TO ACCOMMODATE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT TANGERINE ROAD FORCE MAIN RELOCATION WORK AS PART OF THE DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS TO TANGERINE ROAD – DOVE MOUNTAIN BOULEVARD/ TWIN PEAKS ROAD TO LA CAÑADA DRIVE

This intergovernmental agreement (this "IGA") is entered into by and between the TOWN OF MARANA ("Marana"), an Arizona municipal corporation, and PIMA COUNTY ("Pima County"), a political subdivision of the State of Arizona. Marana and Pima County are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. Marana has entered into an intergovernmental agreement with the Regional Transportation Authority of Pima County (the "RTA"), recorded with its authorizing resolutions in the Pima County Recorder's office on June 6, 2013, at Sequence 20131570430 (the "RTA Tangerine Design/ROW IGA") to facilitate the preparation of construction design drawings and the acquisition of right-of-way needed for the construction of improvements to Tangerine Road – Twin Peaks Road to La Cañada Drive (the "Project").

B. Marana has been identified by the RTA as the Lead Agency for the Project and will be responsible for all aspects of project implementation, including construction.

C. The Parties anticipate that Marana will soon enter into an intergovernmental agreement with the RTA (the "RTA Tangerine Construction IGA") to facilitate the construction funding and administration for the Project.

D. The Parties and the Town of Oro Valley entered into an intergovernmental agreement for the design and construction of the Project, recorded in the Pima County Recorder's office on August 15, 2013, at Sequence 20132270883 (the "Local Governments Tangerine IGA"), to coordinate and facilitate the design and construction of the Project.

E. The Local Governments Tangerine IGA was modified by the execution of "Amendment Number 1" dated June 3, 2014 (Pima County Contract No. CT-TR-140000000000000000016 Amendment No. 01), which was not recorded, but simply modified paragraph 9 (Contractor Selection) to allow a contractor for the Project to be selected "using a process that is authorized by Arizona Revised Statutes Title 34."

F. In accordance with the selection process set forth in the Local Governments Tangerine IGA as modified by Amendment Number 1, a contractor (the "Project Contractor") has now been procured to construct the Project.

G. Pima County now desires to take advantage of the economies of scale and to avoid potential construction conflicts by adding certain Pima County Regional Wastewater Reclamation Department modifications to the Project, to be constructed by the Project Contractor, administered by Marana, and paid for by Pima County.

H. The Parties are authorized to contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, et seq.

AGREEMENT

NOW, THEREFORE**,** based on the foregoing recitals, which are incorporated by reference here, and in consideration of the matters and things set forth in this IGA, the Parties hereby agree as follows:

1. **Purpose.** This IGA is intended as a supplement to the RTA Tangerine Design/ROW IGA, the RTA Tangerine Construction IGA, and the Local Governments Tangerine IGA as modified by Amendment Number 1 (collectively the "Controlling Tangerine IGAs") to address only those Pima County Regional Wastewater Reclamation Department facilities modifications added to the Project pursuant to this IGA.

2. **Expansion of the Project.** The scope of the Project shall be expanded to include modifications to the Pima County Regional Wastewater Reclamation Department Tangerine Road Force Main Relocation, Dove Mountain Boulevard to Camino de Oeste (3TFM13), described in detail in Exhibit A attached to and incorporated by this reference in this IGA and referred to in this IGA as the "Pima County RWRD Work."

3. **Pima County's responsibilities.** Pima County shall:

3.1. Provide and pay for the design of the Pima County RWRD Work, including underground utility location (potholing) and related survey services including As Built plans upon completion of the work.

3.2. Coordinate with Psomas, the design engineering firm for the Project, for incorporation of the Pima County RWRD Work design/plans into the Tangerine Corridor project plans.

3.3. Provide and pay for all permitting necessary for the Project Contractor to construct the Pima County RWRD Work.

3.4. Timely review and, if acceptable to Pima County, authorize Marana to execute a Project Guaranteed Maximum Price with the Project Contractor for the installation and construction of the Pima County RWRD Work.

3.5. Inspect the Pima County RWRD Work for compliance with all applicable regulations, statutes, and standards.

3.6. Pay for the construction of the Pima County RWRD Work performed by the Project Contractor by paying within 30 days of receipt from Marana each invoice for construction costs associated with the Pima County RWRD Work.

4. Marana's responsibilities. Marana shall:

4.1. Negotiate and, if authorized by Pima County pursuant to paragraph 3.4 above, execute a Project Guaranteed Maximum Price with the Project Contractor for the installation and construction of the Pima County RWRD Work, requiring the Project Contractor's separate tracking of all costs associated with the Pima County RWRD Work.

4.2. Coordinate construction inspection for the Project with Pima County to facilitate Pima County's inspection of the Pima County RWRD Work in accordance with paragraph 3.5 above.

4.3. Invoice Pima County for costs of the Pima County RWRD Work as the Project Contractor submits payment applications that include the Pima County RWRD Work.

4.4. Provide As Built files in AutoCAD and PDF form to the Pima County Regional Wastewater Reclamation Department upon completion of the work

4.5. Use its best efforts to minimize change orders that increase the cost of the Pima County RWRD Work.

5. Pima County sewer ownership. Anything in the Controlling Tangerine IGAs to the contrary notwithstanding, Pima County shall own the sewer facilities of which the Pima County RWRD Work is a part during construction of the Project and after completion of the Project.

6. Effective date; term. This IGA shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect until the sixth anniversary of final payment to the Project Contractor.

7. Construction of this IGA.

7.1. Entire agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this IGA, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged in this IGA.

7.2. Exhibits. Any exhibits to this IGA are incorporated in this IGA by this reference.

7.3. Amendment. This IGA may be modified, amended, altered or changed only by written agreement signed by both Parties.

7.4. Construction and interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the Parties as expressed in the Recitals section of this IGA.

7.5. Severability. A declaration by statute or judicial decision that any provision of this IGA is invalid or void shall have no effect on other provisions that can be given effect without the invalid or void provision, and to this extent the provisions of this IGA are severable.

If any provision of this IGA is declared invalid or void, the Parties agree to meet promptly in an attempt to reach an agreement on a substitute provision.

7.6. Conflict of interest. This IGA is subject to the provisions of A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

8. Legal Jurisdiction. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdiction of the Parties.

9. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between one Party and another Party's employees. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of another Party, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

10. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

11. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this IGA.

11.1. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this IGA.

11.2. Americans with Disabilities Act. This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

11.3. Workers' Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022(E) in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

12. Waiver. Waiver by either Party of any breach of any term, covenant or condition of this IGA shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition of this IGA.

13. **Force Majeure**. A party shall not be in default under this IGA if it does not fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this IGA, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

14. **Notification**. All notices or demands upon any party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To Marana:	To Pima County:
TOWN OF MARANA Town Engineer 11555 W. Civic Center Dr. Marana, Arizona 85653	PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT Attn: Director 201 North Stone Avenue Tucson, Arizona 85701

15. **Remedies**. Any Party may pursue any remedies provided by law for the breach of this IGA. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this IGA.

16. **Counterparts**. This IGA may be executed in two 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 and attached to a single instrument.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this IGA as of the last signature date below.

TOWN OF MARANA

_____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Town Clerk

PIMA COUNTY

_____
Sharon Bronson, Chair

Date: _____

ATTEST:

_____
Clerk of the Board

APPROVED AS TO CONTENT:

_____
Director, RWRD

INTERGOVERNMENTAL AGREEMENT DETERMINATION

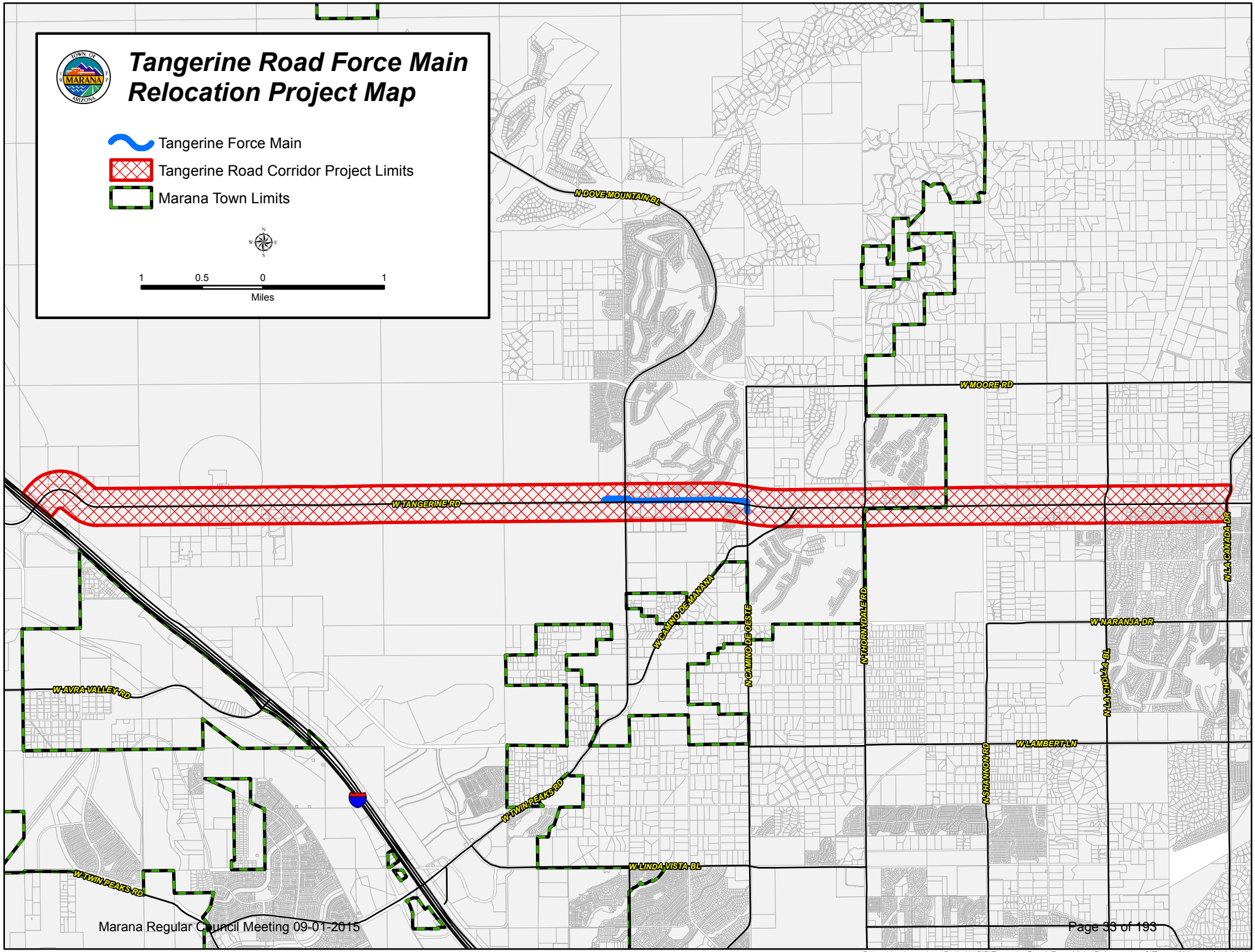
The foregoing intergovernmental agreement between the TOWN OF MARANA and PIMA COUNTY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

TOWN OF MARANA:

_____
Town Attorney

PIMA COUNTY:

_____
Deputy County Attorney



Printed by: bcanale Path: U:\CIP\TangerineRoad_ForceMain_Reloc.mxd © Town of Marana 8/18/2015

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C4

To: Mayor and Council

Submitted For: Shannon Shula, Planner I

From: Frank Cassidy, Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-088: Relating to Addressing; naming "Tangerine Farms Road" west of Lon Adams Road and "Tangerine Road" from Lon Adams Road to Interstate 10 (Shannon Shula)

Discussion:

An addressing request for the new Ventana Medical Systems facility has led Town staff to analyze the naming of what has commonly been called "Tangerine Farms Road" west of Interstate 10.

Tangerine Farms Road was constructed by the Tangerine Farms Road Improvement District in 2007-08. Although called "Tangerine Farms Road" during and since its construction, the road has never been formally named by resolution.

Before construction of Tangerine Farms Road, Pima County had issued addresses for two major facilities on old Tangerine Road west of Interstate 10: Granite Construction Company, 10000 West Tangerine Road; and the Tangerine Landfill, 10200 West Tangerine Road. Those facilities have never been re-addressed with a Tangerine Farms Road address.

North Tangerine Farms Road is addressed based on north-south coordinates, so Ventana Medical Systems was initially given an address of 10739 North Tangerine Farms Road. Because the Ventana building is located east of the Granite and Tangerine Landfill sites, Town staff and the property owner felt that this higher numerical address would cause unnecessary public confusion.

The two most obvious remedies for this confusion are (1) to re-address the Granite and Tangerine Landfill sites to North Tangerine Farms Road addresses, or (2) to officially name as "Tangerine

Road" the east-west portion of what is now called "Tangerine Farms Road." With this resolution, Town staff proposes to take the second approach.

If adopted, this resolution will officially adopt the name "Tangerine Farms Road" west of Lon Adams Road and "Tangerine Road" from Lon Adams Road to Interstate 10. As a result, the Ventana building will receive an address of 9831 West Tangerine Road, and the Granite and Tangerine Landfill addresses will remain unchanged, as will the address for Gladden Farms Park, located at the southwest corner of Tangerine Farms Road and Lon Adams Road and assigned an address of 12205 North Tangerine Farms Road.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$2,500

If approved, this item will make it necessary to change the street names at the Lon Adams Road, Crossroads Trail, and Rillito Village Trail intersections. Standard street name panels are $55 each. Lighted street names are $550 each. The Town's Highway User Revenue line item for street signs has sufficient fiscal year 2016 budget capacity to cover the cost of this item.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-088, naming “Tangerine Farms Road” west of Lon Adams Road and “Tangerine Road” from Lon Adams Road to Interstate 10.

Suggested Motion:

I move to adopt Resolution 2015-088, naming “Tangerine Farms Road” west of Lon Adams Road and “Tangerine Road” from Lon Adams Road to Interstate 10.

Attachments: Resolution 2015-088
Map

MARANA RESOLUTION NO. 2015-088

RELATING TO ADDRESSING; NAMING "TANGERINE FARMS ROAD" WEST OF LON ADAMS ROAD AND "TANGERINE ROAD" FROM LON ADAMS ROAD TO INTERSTATE 10

WHEREAS no formal road naming resolution has been adopted for what has been commonly known and signed as "Tangerine Farms Road" west of Interstate 10; and

WHEREAS the Town's standard address numbering conventions are best served by naming the portion of the road that runs predominantly in a north-south direction as "Tangerine Farms Road" with a "North" directional prefix, and by naming the portion of the road that runs predominantly in an east-west direction as "Tangerine Road" with a "West" directional prefix; and

WHEREAS paragraph X.040(C)(1) of the Town of Marana Addressing Manual adopted by Marana Resolution No. 2007-136 provides for Town Council approval of street names, which are then recorded with the county recorder of the affected county; and

WHEREAS the Council finds that this resolution is in the best interest of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, as follows:

SECTION 1. The segment of the existing public road currently known and signed as "Tangerine Farms Road" from Clark Farms Road on the north to Lon Adams Road on the south is hereby officially named "Tangerine Farms Road" with a "North" directional prefix. This is the segment of public roadway whose current northern terminus is located just northwest of the center of the southeast quarter of Section 28, Township 11 South, Range 11 East; and which from that point bears south/southeasterly in Sections 28, 33, and 34, Township 11 South, Range 11 East, reaching its southern terminus at its intersection with Lon Adams Road, about 1,200 feet south of the center of Section 34, Township 11 South, Range 11 East.

SECTION 2. The segment of the existing public road currently known and signed as "Tangerine Farms Road" from Lon Adams Road on the west to Interstate 10 on the east is hereby named "Tangerine Road" with a "West" directional prefix. This is the segment of public roadway bearing southeast from the Lon Adams Road intersection in Section 34, Township 11 South, Range 11 East to the southeast corner of said Section 34; continuing along the south section line of Sections 35 and 36, Township 11 South, Range 11 East; and then making a transitional curve into the northeast quarter of Section 1, Township 12 South, Range 11 East and into the northwest quarter of the northwest quarter of Section 6, Township 12 South, Range 12 East, as it approaches and intersects with Interstate 10.

IT IS FURTHER RESOLVED that the Town Clerk is hereby directed to record this resolution in the office of the Pima County Recorder as soon as practicable after its adoption.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2015.

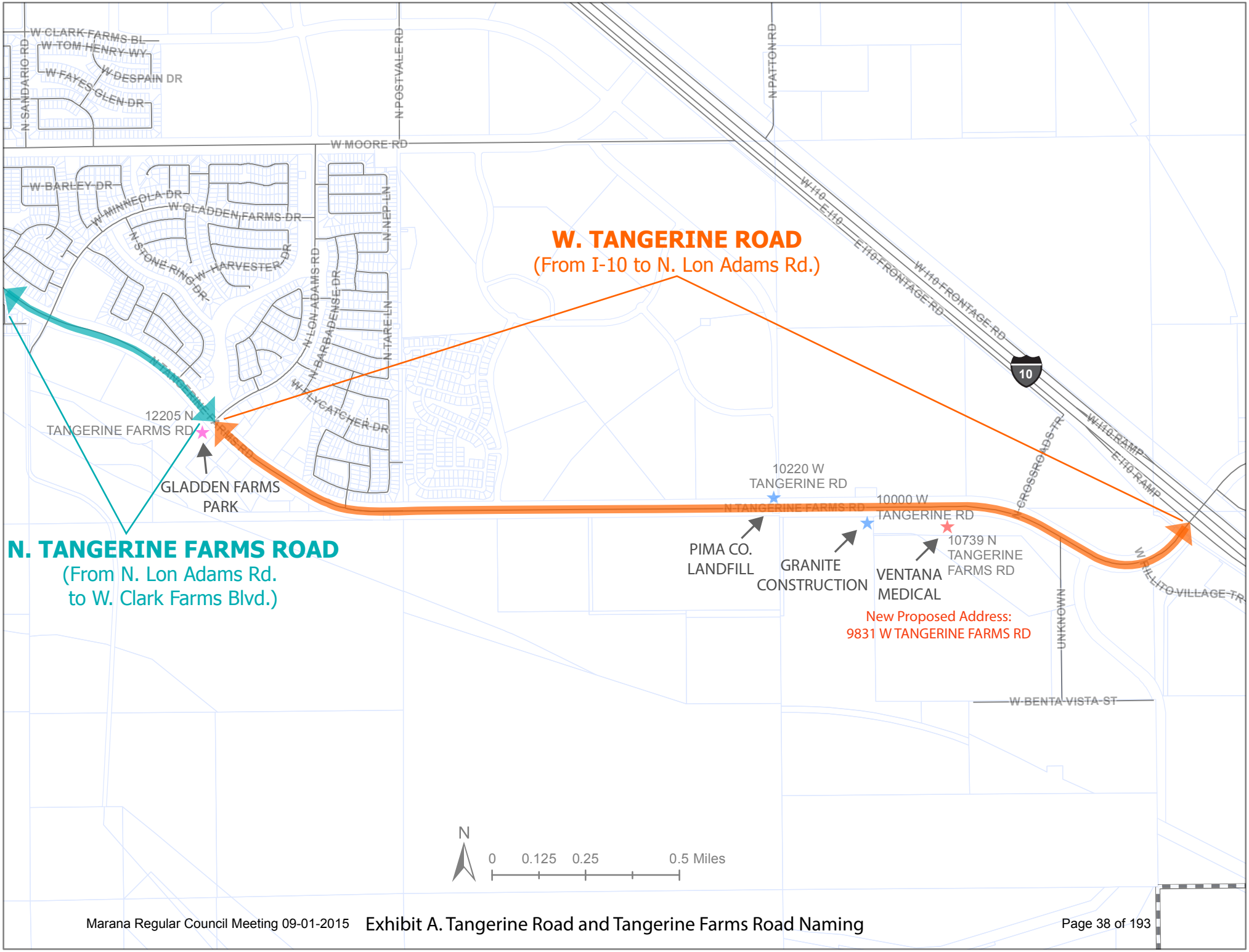
Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney


W. TANGERINE ROAD
(From I-10 to N. Lon Adams Rd.)
N. TANGERINE FARMS ROAD
(From N. Lon Adams Rd.
to W. Clark Farms Blvd.)
12205 N
TANGERINE FARMS RD
GLADDEN FARMS
PARK
10220 W
TANGERINE RD
10000 W
TANGERINE RD
10739 N
TANGERINE
FARMS RD
PIMA CO.
LANDFILL
GRANITE
CONSTRUCTION
VENTANA
MEDICAL
New Proposed Address:
9831 W TANGERINE FARMS RD
W CLARK FARMS BL
W TOM HENRY WY
W DESPAIN DR
W FAYES GLEN DR
N SANDARIO RD
N POSTVALE RD
N PATTON RD
W MOORE RD
W BARLEY DR
W MINNEOLA DR
W GLADDEN FARMS DR
N STONE RING DR
W HARVESTER DR
N LON ADAMS RD
N BARBADENSE DR
N NEP LN
N TARE LN
W FLYCATCHER DR
W I10
E I10
E I10 FRONTAGE RD
W I10 FRONTAGE RD
W I10 RAMP
E I10 RAMP
10
CROSSROADS TR
W MILLITO VILLAGE TR
UNKNOWN
W BENTA VISTA ST
N TANGERINE FARMS RD
N
0
0.125
0.25
0.5 Miles

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C5

To: Mayor and Council

From: Brian Varney, Planner II

Date: September 1, 2015

Strategic Plan Focus Area:
Commerce, Community

Subject: Resolution No. 2015-089: Relating to Development; approving a preliminary plat for Willow Vista Lots 1-69 and Common Area "A" (Open Space), located near the southeast corner of Cortaro Farms Road and Sandy Desert Trail (Brian Varney)

Discussion:

History
The Town Council approved a rezoning of the 30.62 acre property and adopted Ordinance 2015.008 on April 7, 2015 rezoning the property from R-16 (Residential) to R-6 (Residential).

Request
Perry Engineering is requesting approval of a preliminary subdivision plat for Willow Vista, Lots 1-69 and Common Area "A" (Open Space). Willow Vista is proposed as a single-family residential development consisting of approximately 30.62 acres located north of Cortaro Farms Road and east of Sandy Trail in Section 25, Township 12S, Range 12E.

Land Use
The minimum lot size proposed is 6,505 square feet, the average is 7,125 square feet, and the largest lot proposed is 10,686 square feet. The proposed density in Willow Vista is 2.25 Residences Per Acre (RAC). All residential development within Willow Vista will be subject to the Town of Marana Residential Design Standards. The maximum building height allowed is 25 feet; however, may be increased by 20 percent to a maximum building height of 30 feet when determined to be appropriate to meet the objectives of a residential design plan. Willow Vista will develop approximately 15.2 acres (49.6%) of the project area as residential lots and related infrastructure, approximately 12.30 acres (40.2%) as natural undisturbed open space (NUOS), and approximately 3.12 acres (10.2%) as disturbed open space.

Access and Circulation

Primary access to the subdivision is proposed at two locations off of Sandy Desert Trail. A roadway north of the primary drainage channel will serve ingress/egress to a small cluster of 5 lots. The remaining 64 lots will be served by a roadway south of the primary drainage channel. An emergency access will be provided via Cortaro Farms Road. All interior streets are proposed to be public and constructed to the Town's 46-foot local street section standard. An enhanced streetscape will be provided, where feasible, to include small linear park features along street segments where lots are not proposed. These features will consist of additional trees, shrubs, and groundcover to provide a thicker landscape density and greater aesthetic appeal than would be provided by natural open space.

Infrastructure and Utilities

Water service will be provided to Willow Vista by the Town of Marana. The developer will be responsible for the design and construction of all on-site and off-site water infrastructure, including the construction of an onsite booster pumping station, required to serve potable water and fire flow to the development. A water service agreement, as well as plans for the water distribution system will be required. Sewer will be provided by Pima County. Tucson Electric Power and Southwest Gas currently serve Willow Ridge and will provide service to Willow Vista.

Planning Commission Recommendation

The Planning Commission heard the request for a recommendation for approval of the preliminary plat at its July 29, 2015 meeting. The Commission voted unanimously (6-0) to recommend to the Town Council approval of the Preliminary Plat for Willow Vista, Lots 1-69 and Common Area "A". The minutes from the July 29, 2015 Planning Commission meeting have been included in the back-up materials for this item.

Staff Recommendation:

Staff finds that the preliminary plat is in compliance with Ordinance 2015.008, the Land Development Code, and the Marana General Plan, and recommends approval.

Suggested Motion:

I move to adopt Resolution 2015-089, approving the Preliminary Plat for Willow Vista Lots 1-69 and Common Area "A" (Open Space).

Attachments:
Resolution 2015-089
Location Map
Preliminary Plat
Development Application
Draft Planning Commission Minutes

MARANA RESOLUTION NO. 2015-089

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR WILLOW VISTA LOTS 1-69 AND COMMON AREA "A" (OPEN SPACE), LOCATED NEAR THE SOUTHEAST CORNER OF CORTARO FARMS ROAD AND SANDY DESERT TRAIL

WHEREAS the Mayor and Council adopted Marana Ordinance 2015.008 on April 7, 2015, rezoning approximately 30.62 acres of land located south of Cortaro Farms Road and east of Sandy Desert Trail from R-16 (single-family residential) to R-6 (single-family residential); and

WHEREAS Perry Engineering has applied for approval of a preliminary plat for Willow Vista consisting of 30.62 acres, including Lots 1-69, and Common Area "A" (open space), generally located south of Cortaro Farms Road and east of Sandy Desert Trail; and

WHEREAS the Mayor and Council, at their regular meeting on September 1, 2015, determined that the preliminary plat for Willow Vista Lots 1-69 and Common Area "A" (Open Space) should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the preliminary plat for Willow Vista Lots 1-69 and Common Area "A" (Open Space) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney



N
W E
S

300m
1000ft

348.30450438455368,89587871093,Scale 1:11,191

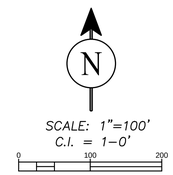
PCM1501-001 Amendment to Willow Ridge Development Agreement

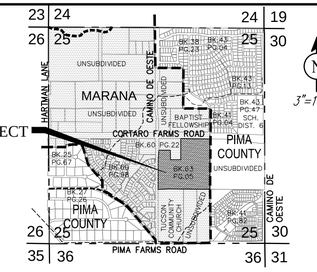
This map was generated from the Town of Marana's GIS Web mapping system and is to be used for reference use only. GIS data is constantly changing so layers that appear on this map may or may not be accurate or current depending on the date and time this map was created.

MARANA

PRELIMINARY PLAT
FOR
WILLOW VISTA
LOTS 1 – 69 AND C.A. "A" (OPEN SPACE)







VICINITY MAP
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARANA, ARIZONA
SCALE: 3" = 1 MILE

LEGEND

BRASS CAP SURVEY MONUMENT	NEW FIRE HYDRANT
DRAINAGE FLOW DIRECTION & SLOPE	LANDSCAPE BUFFERYARD LINE
PROPOSED SPOT ELEVATION (+2500)	EXIST. EDGE OF PAVEMENT
EX. SPOT ELEVATION	N.V.A.E. NO VEHICULAR ACCESS EASEMENT TO BE GRANTED BY FINAL PLAT
SIGN	P.U.E. PUBLIC UTILITY EASEMENT
NEW CONC. SURFACES	P.G. PAD GRADE
NEW PAVEMENT	EHSL EROSION HAZARD SETBACK LINE
HANDPLACED ROCK RIP-RAP	WSEL WATER SURFACE ELEVATION
GROUTED ROCK RIP-RAP	LB LANDSCAPE BUFFER, SEE LANDSCAPE PLANS
UNDISTURBED OPEN SPACE	SIGHT VISIBILITY TRIANGLES SANDY DESERT TRAIL: (380 NEAR SIDE, 300 FAR SIDE) INTERIOR ROADS: (240' NEAR SIDE, 190' FAR SIDE)
EXISTING POWERPOLE	DISTURBED 404 (0.15 ACRES)
TOP CURB	UNDISTURBED 404
EX. WATER LINE	LOTS GRADED TO DRAIN TO THE FRONT
EX. WATER METER	SPLIT DRAINING LOT
EX. GAS LINE	LIMITS OF GRADING
EX. SEWER LINE WITH MANHOLE	SHEET MATCH LINES
NEW SEWER LINE WITH MANHOLE	MARANA BOUNDARY LINE
EXISTING CONTOUR	DETAIL CALLOUT
PROPOSED CONTOUR	CUT SLOPE
PROPERTY BOUNDARY	FILL SLOPE
STREET CENTERLINE OR CONSTRUCTION CENTERLINE	
EXISTING FENCE	
CONCRETE TOEDOWN LIMITS	
EXISTING FLOODPLAIN LIMITS	
EXISTING EROSION HAZARD SETBACK	

GENERAL NOTES:
1. THE GROSS AREA OF THIS SUBDIVISION IS 30.62 ACRES, 1,333,901 SF.
2. COMMON AREAS INFORMATION:
   C.A. "A" OPEN SPACE (671,877 SF, 15.42 AC)
3. THE CURRENT ZONING IS R-6, AND IS TO REMAIN.
4. THE ACCESSORS PARCEL NUMBER FOR THIS PROJECT IS 221-18-6500 NOTE: THIS IS A RESUBDIVISION OF AN EXISTING 35 LOT PLAT, BOOK 63 MAPS AND PLATS, PAGE 5
5. THIS PROJECT IS SUBJECT TO MARANA ORDINANCE NO. 2015.008.
6. THE DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
7. THE NUMBER OF LOTS IS 69, THE GROSS DENSITY IS (2.25 RAC.)
8. TOTAL MILES OF NEW PUBLIC STREETS ARE 0.95 MILES.
9. THE AVERAGE LOT SIZE IS (7,125 SF.) THE MINIMUM ALLOWABLE LOT SIZE IS (6,000 SF.) THE MINIMUM PROPOSED LOT SIZE IS (6,505 SF), THE MAXIMUM LOT SIZE IS (10,686 SF.). THE MAXIMUM BUILDING HEIGHT ALLOWED IS 25'.
10. PARKING: (REQUIRED) 2 SPACES PER UNIT IN GARAGE/CARPORT PLUS 2 SPACES IN THE DRIVEWAY. (PROVIDED) 2 SPACES GARAGE/CARPORT & 2 SPACES IN DRIVEWAY.
11. NO FURTHER SUBDIVISION OF ANY LOTS SHOWN HEREON WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.
12. BASIS OF BEARINGS: BEARING BETWEEN FOUND MONUMENTS AT CENTERLINE OF CORTARO FARMS ROAD AS SHOWN IN BK 63 M&P AT PAGE 5, SAID BEARING BEING: N 89°40'15" E
13. BASIS OF ELEVATIONS: PCHD "CORT 5", "+" CHISELED ON EAST RIM SEWER MANHOLE, +/- 49' WEST AND 118' SOUTH OF E1/4 CORNER SECTION 25, AS SHOWN ON PUBLIC PAVING AND SEWER PLANS WILLOW RIDGE COMMONS G-2005-180. SAID ELEVATION BEING: 2,300.28 (NAVD 88)
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM LINE AND FUNCTION OF ALL PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. THE AREA BETWEEN THE 100-YEAR FLOOD LIMIT REPRESENT AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
16. REQUIRED FIRE FLOW FOR THIS PROJECT IS 1,000 G.P.M. FOR ONE HOUR, FOR RESIDENTIAL AREA PER NW FIRE DISTRICT.
17. HYDRANTS WILL BE INSTALLED, SERVICEABLE AND ACCESSIBLE VIA ALL WEATHER ACCESS PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.
18. MATERIAL WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH SIGHT VISIBILITY PLANE DESCRIBED AS TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISH GRADE OF THE ROADWAY SURFACE. IN ACCORDANCE TOWN OF MARANA SUBDIVISION STREET STANDARD MANUAL SECT. 4.8.
19. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.
20. ALL HYDROLOGY INFORMATION PER HYDROLOGY REPORT PREPARED BY PERRY ENGINEERING DATED MARCH 12, 2015.
21. DESIGN SPEED FOR THIS PROJECT IS 25 MPH, THE DESIGN VEHICLE IS WB-40.
22. ALL EXPOSED SLOPES STEEPER THAN 3:1 SHALL USE RIP-RAP.
    SLOPES 3:1 TO 2:1 SHALL BE HAND PLACED RIPRAP
    SLOPES STEEPER THAN 2:1 SHALL BE GROUTED RIPRAP
23. THE WATER COMPANY THAT WILL SERVICE THIS DEVELOPMENT IS MARANA UTILITIES, 5100 W INA ROAD, TUCSON AZ. 85743, (520) 382-2570.
24. THE 100-YEAR FLOOD WILL BE ENTIRELY CONTAINED WITHIN THE CONSTRUCTED DRAINAGE IMPROVEMENTS OR NATURAL DRAINAGE WAYS.
25. ANY UTILITIES THAT MAY HAVE TO BE RELOCATED AS A RESULT OF THIS DEVELOPMENT WILL BE RELOCATED AT NO EXPENSE TO THE TOWN OF MARANA AND/OR PIMA COUNTY.
26. ALL PUBLIC ROADS AND DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS DEVELOPMENT SHALL BE CONSTRUCTED TO MINIMUM COT/PIMA COUNTY STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, CURRENT EDITION, IN ACCORDANCE WITH PLANS ACCEPTED BY THE TOWN OF MARANA.
27. THE HOMEOWNER'S ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF COMMON AREA "A" (OPEN SPACE).
28. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
29. FIRE HYDRANTS, STREET NAME SIGNS, TRAFFIC CONTROL DEVICES AND ANY RELOCATION, MODIFICATION, ETC. OF THE EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
30. PROPOSED SETBACKS ARE AS FOLLOWS:

FRONT AND REAR YARD SETBACK (ALL GARAGES FACE STREET):	20'
SIDE YARD SETBACK:	5'
BUILDING SEPARATION:	10'
MAXIMUM BUILDING HEIGHT:	25'

    BUILDING HEIGHT MAY BE INCREASED BY A MAXIMUM OF 20% PURSUANT TO PROVISIONS DEFINED IN THE MARANA LAND DEVELOPMENT CODE. FRONT YARD SETBACK MAY BE REDUCED IN ACCORDANCE WITH TITLE 8 OF THE MARANA LAND DEVELOPMENT CODE.
31. UTILITY EASEMENTS ALLOW FOR THE INSTALLATION AND MAINTENANCE OF BOTH PUBLIC AND PRIVATE EASEMENTS.
32. PRIVATE COMMON AREAS ALLOW FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE UNDERGROUND UTILITIES.
33. DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
34. ON-SITE SANITARY SEWERS WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
35. THE REQUIRED OFF-SITE PUBLIC SANITARY SEWER LINE WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
36. MAINTENANCE AND OPERATION OF THE PRIVATE SANITARY SEWER TO ITS POINT OF CONNECTION TO THE PUBLIC SANITARY SEWER IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
37. ANY WASTEWATER DISCHARGED INTO THE PUBLIC SANITARY SEWERAGE SYSTEM SHALL MEET THE REQUIREMENTS OF THE INDUSTRIAL WASTE ORDINANCE (PIMA COUNTY ORDINANCE NO. 1991-140, AS AMENDED). WHEN A PROPERTY OWNERS' ASSOCIATION IS TO BE FORMED AND WHEN ALL OR A PORTION OF THE INVOLVED SEWERS ARE PRIVATE.

GENERAL NOTES: (CONTINUED)
38. A PROPERTY OWNERS' ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY AND LIABILITY FOR CONSTRUCTION, MAINTENANCE, OPERATION AND CONTROL OF ALL PRIVATE SEWERS.
39. CONSTRUCTION AUTHORIZATION FROM THE PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY IS REQUIRED BEFORE BEGINNING ANY WORK ON THIS PROJECT. APPROVAL OF THIS DEVELOPMENT PLAN DOES NOT CONSTITUTE CONSTRUCTION AUTHORIZATION.
40. NO PERMITS SHALL BE ISSUED FOR ANY PERMANENT STRUCTURES TO BE BUILT WITHIN THE PUBLIC SEWER EASEMENTS SHOWN HEREON WITHOUT SEPARATE WRITTEN AUTHORIZATION FROM THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
41. ALL LANDSCAPING WITHIN THE PUBLIC SEWER EASEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH THE PLANTING GUIDELINES CONTAINED WITHIN THE CURRENT ADOPTED REGIONAL WASTEWATER RECLAMATION DEPARTMENT DESIGN STANDARDS.

SITE DISTURBANCE CALCULATIONS

TOTAL PARCEL AREA =		30.62 AC	
NATURAL UNDISTURBED OPEN SPACE REQUIRED =		40%	
NATURAL UNDISTURBED OPEN SPACE PROVIDED =		12.30 AC	40.16%
DISTURBED OPEN SPACE PROVIDED	=	03.12 AC	10.18%
TOTAL OPEN SPACE PROVIDED	=	15.42 AC	50.34%

LOT CALCULATIONS

TOTAL LOTS ALLOWED PER ZONING:	69
PROPOSED LOTS ON THIS PLAT:	69

GEOTECHNICAL NOTE
THE GEOTECHNICAL ENGINEER SHALL PROVIDE THE PROJECT CIVIL ENGINEER OF RECORD WRITTEN AND SEALED PROFESSIONAL ENGINEER CERTIFICATION THAT THE EARTHWORK GRADING (INCLUDING BUILDING PADS AND ROADWAY SUBGRADE), PAVING, AND MATERIALS HAVE BEEN INSTALLED AND CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.

ADMINISTRATIVE ADDRESS
8224 N. SANDY DESERT TRAIL
TUCSON, AZ 85742

OWNER/DEVELOPER
HEATER INVESTMENTS, INC. 401K PSP
7486 N. SECRET CANYON DR.,
TUCSON, AZ 85718
CONTACT: JOE HEATER
PHONE: 520-742-6750

ENGINEER
PERRY ENGINEERING, LLC
505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520-620-9870

ACCEPTED:

BY: _____ P.E. _____
MARANA TOWN ENGINEER / DEVELOPMENT ENGINEER — DATE

_____ _____
MARANA PLANNING DIRECTOR — DATE

_____ _____
NORTHWEST FIRE DISTRICT — DATE

Registered Professional Engineer 36810 KENNETH D. PERRY Date signed 9/30/15 ARIZONA, U.S.A.
Expires: 9/30/17

PERRY ENGINEERING
505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

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Blue Stake Center

REF: PCZ1408-001
PRV-04124
PRV-05160

PRELIMINARY PLAT
FOR
WILLOW VISTA
LOTS 1-69 AND COMMON AREA "A" (OPEN SPACE)

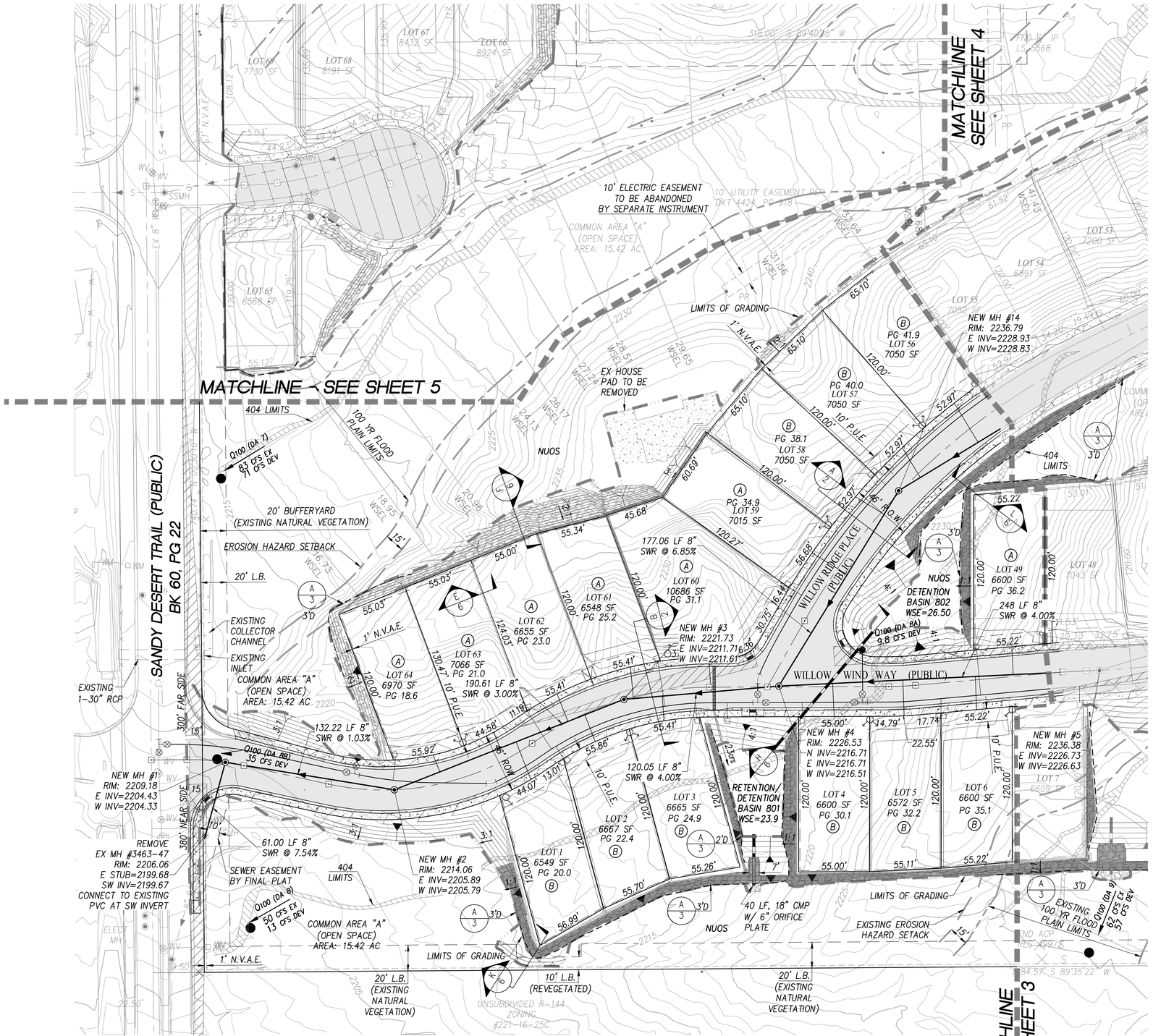
BEING A RESUBDIVISION OF WILLOW RIDGE CUSTOM LOTS, 1 – 35 & COMMON AREA "A","B","C" & "D". AS RECORDED IN BK. 63, PG. 5. LOCATED IN A PORTION OF SECTION 25 TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER AND BASE LINE MERIDIAN. TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE: 1"=100' C.I.= 1' MARCH 10, 2015

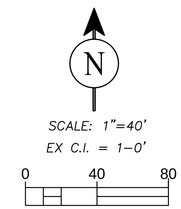
PRV-1503-001 SHEET 1 OF 6

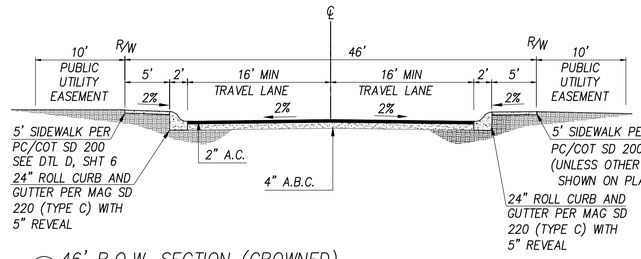
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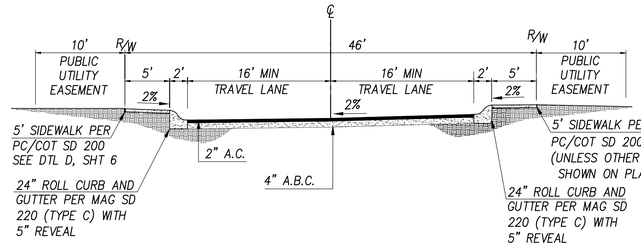
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USE OF THE INFORMATION CONTAINED WITHIN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY PERRY ENGINEERING, LLC. PERRY ENGINEERING, LLC SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.







(A) 46' R.O.W. SECTION (CROWNED)
MODIFIED PER TYPICAL TOWN OF MARANA ROAD SECTION DETAIL #100-1 NTS



(B) 46' R.O.W. SECTION (SUPERELEVATED)
MODIFIED PER TYPICAL TOWN OF MARANA ROAD SECTION DETAIL #100-1 NTS

RETENTION / DETENTION BASIN #801

MAX VOLUME:	17,160 S.F.
MAX STAGE:	5.0 FT
100 YR PEAK STAGE:	4.9 FT
100 YR PEAK VOLUME:	8,150 CF
LOW FLOW OUTLET:	2219.0 FT
Q100 IN:	31.5 CFS
Q100 OUT:	20.2 CFS
RETENTION VOLUME PROVIDED:	12,380 CF

RETENTION / DETENTION BASIN #802

MAX VOLUME:	7,010 S.F.
MAX STAGE:	4.0 FT
100 YR PEAK STAGE:	1.5 FT
100 YR PEAK VOLUME:	870 CF
LOW FLOW OUTLET:	2225.00 FT
Q100 IN:	9.8 CFS
Q100 OUT:	8.5 CFS
RETENTION VOLUME PROVIDED:	0 CF

Registered Professional Engineer
34810
KENNETH D. PERRY
Date signed 9/30/15
ARIZONA, U.S.A.
Expires: 9/30/17

PERRY ENGINEERING
505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

REF: PCZ1408-001
PRV-04124
PRV-05160

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- 1-800-STAKE-IT -
Blue Stake Center

PRELIMINARY PLAT
FOR
WILLOW VISTA
LOTS 1-69 AND COMMON AREA 'A' (OPEN SPACE)

BEING A RESUBDIVISION OF WILLOW RIDGE CUSTOM LOTS, 1 - 35 & COMMON AREA "A","B","C" & "D". AS RECORDED IN BK. 63, PG. 5. LOCATED IN A PORTION OF SECTION 25 TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER AND BASE LINE MERIDIAN. TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE: 1"=40' C.I.= 1' MARCH 10, 2015

PRV-1503-001 SHEET 2 OF 6

USE OF THE INFORMATION CONTAINED WITHIN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY PERRY ENGINEERING, LLC. PERRY ENGINEERING, LLC SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.

GROUTED ROCK RIPRAP d50=6" EMBEDDED ½ d50 INTO 6" THICK. MINIMUM CONCRETE STRENGTH = 3000 PSI

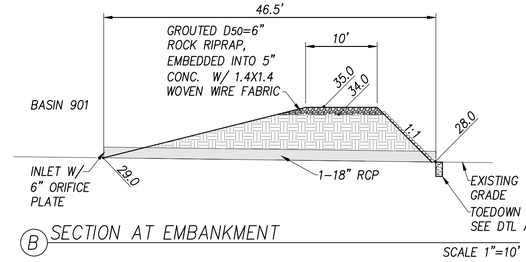
NATURAL EL — VARIES SEE PLAN AT CALLOUT — SCOUR EL

CONCRETE TOEDOWN WITH WIRE MESH ALONG 1:1 CATCH SLOPE AS SHOWN

6"

(A) CONCRETE TOEDOWN

SCALE 1"=10'



(B) SECTION AT EMBANKMENT

SCALE 1"=10'

TRANSVERSE GRATE A	
WIDTH:	2.5'
LENGTH:	32'
CFS OUT:	43
INV. OUT:	2234.0
4' CURB INLETS	4

TRANSVERSE GRATE B	
WIDTH:	2'
LENGTH:	32'
CFS OUT:	9.4
INV. OUT:	2237.0
4' CURB INLETS	1

RETENTION / DETENTION BASIN #901	
MAX VOLUME:	36,140 CF.
MAX STAGE:	6.0 FT
100 YR PEAK STAGE:	5.8 FT
100 YR PEAK VOLUME:	33,920 CF
CULVERT INVERT ELEVATION:	2229.0 FT
Q100 IN:	75.3 CFS
Q100 OUT:	58.5 CFS
RETENTION VOLUME PROVIDED:	24,260 CF

RETENTION / DETENTION BASIN #902	
MAX VOLUME:	9,730 CF
MAX STAGE:	4.0 FT
100 YR PEAK STAGE:	3.3 FT
100 YR PEAK VOLUME:	6,010 CF
CULVERT INVERT ELEVATION:	2241.19 FT
Q100 IN:	33.0 CFS
Q100 OUT:	22.3 CFS
RETENTION VOLUME PROVIDED:	0 CF

PRELIMINARY PLAT
FOR
WILLOW VISTA
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SCALE:1"=40' C.I.= 1' MARCH 10, 2015

REF: PCZ1408-001
PRV-04124
PRV-05160

Registered Professional Engineer
34810
KENNETH D. PERRY
Date signed 9/30/15 (R/O)
ARIZONA, U.S.A.
Expires: 9/30/17

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TUCSON, AZ 85705
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PRV-1503-001 SHEET 3 OF 6

J:\Perry Engineering\14040 - Willow Ridge Platting\Preliminary plat\14040 Prel-03b.dwg Plotted: Jul 16, 2015 - 2:55pm Cates

CORTARO FARMS ROAD (PUBLIC) BOOK 2, PAGE 123 MP

M&R PG 5)

12' L.B. (REVEGETATED)

20' L.B. (EXISTING NATURAL VEGETATION)

EMERGENCY ACCESS FIRE DEPARTMENT APPROVED GATE SHALL BE LOCKED WITH KNOXPAD LOCK

EXISTING 30" RCP 66.22' (M) N 69°40'41" E

FND #4 REBAR LS 13187

FND ACP LS 13019

1' N.V.A.E.

10' UTILITY EASEMENT PER DKT 4424, PG 918

404 LIMITS

20' PRIVATE ACCESS EASEMENT TO BLOCK F PER BOOK 60, PAGE 22

NUOS

39 CFS EX

2.5 CFS EX

22 CFS EX

1.8 CFS EX

25 CFS

SCALE: 1"=40'
C.I. = 1-0'
0 40 80

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 3

WILLOW VISTA COURT (PUBLIC) — 46' R.O.W. — -1.9%

WILLOW WIND WAY (PUBLIC) — 46' R.O.W. — -1.1%

LOT 32 7200 SF PG=62.2	LOT 31 7200 SF PG=63.4	LOT 30 7200 SF PG=64.6	LOT 29 7200 SF PG=65.7	LOT 28 7200 SF PG=66.9	LOT 27 7200 SF PG=68.1	LOT 33 7379 SF PG=62.4	LOT 34 7638 SF PG=62.5
LOT 35 6291 SF PG=61.1	LOT 36 8162 SF PG=60.1	LOT 37 6600 SF PG=64.3	LOT 38 6600 SF PG=63.7	LOT 39 7020 SF PG=63.1	LOT 40 7456 SF PG=61.9	LOT 41 7456 SF PG=59.8	LOT 42 7456 SF
LOT 43 7456 SF	LOT 26 6600 SF PG=67.0	LOT 25 6600 SF PG=65.3	LOT 24 6600 SF PG=64.7	LOT 23 6600 SF PG=64.1	LOT 22 7054 SF PG=63.4	LOT 21 7106 SF PG=62.4	LOT 20 7106 SF PG=61.0
LOT 19 7106 SF PG=59.3	LOT 18	LOT 50 8862 SF	LOT 51 7113 SF	LOT 52 7121 SF	LOT 53 7200 SF	LOT 54 6891 SF	LOT 55 7050 SF
LOT 56 7050 SF	LOT 57 7050 SF						

NEW M.H. 11 RIM=2259.50 E. INV=55.04 28.36'

NEW M.H. 10 RIM=2264.74 W. INV=52.10 S. INV=52.00

NEW M.H. 9 RIM=2260.28 N. INV=49.77 S. INV=49.67

14-2.5' (TYPE 2) SCUPPER PER PC/COT SD 205 RETENTION/DETENTION BASIN 701 WSE=57.8

294.13 LF, 8" SWR @ 1.0%

435.55 LF 8" SWR @ 0.50%

140.73 LF @ 2.22%

5' WEIR

43 LF, 18" CMP W/ 6" ORIFICE PLATE

RETENTION/ DETENTION BASIN 702 WSE=63.6

COMMON AREA "A" (OPEN SPACE) AREA: 15.42 AC

NEW SIGN TO READ "NO PARKING FIRE LANE"

20' EMERGENCY ACCESS

10' L.B. (REVEGETATED)

20' L.B. (EXISTING NATURAL VEGETATION)

100 YR FLOODPLAIN

EHSL

MARANA PIMA COUNTY

RETENTION / DETENTION BASIN #701	
MAX VOLUME:	14,710 CF.
MAX STAGE:	3.0 FT
100 YR PEAK VOLUME:	13,750 CF
100 YR PEAK STAGE:	2.8 FT
CULVERT INVERT ELEVATION:	2255.0 FT
Q100 IN:	23.8 CFS
Q100 OUT:	10.7 CFS
RETENTION VOLUME PROVIDED:	8,680 CF

RETENTION / DETENTION BASIN #702	
MAX VOLUME:	1,570 CF
MAX STAGE:	2.5 FT
100 YR PEAK VOLUME:	950 CF
100 YR PEAK STAGE:	1.9 FT
CULVERT INVERT ELEVATION:	2261.70 FT
Q100 IN:	26.0 CFS
Q100 OUT:	24.8 CFS
RETENTION VOLUME PROVIDED:	0 CF

Registered Professional Engineer 39810 KENNETH D. PERRY Date signed 9/21/15 ARIZONA, U.S.A.

Expires: 9/30/17

PERRY ENGINEERING
505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

REF: PCZ1408-001
PRV-04124
PRV-05160

Two working days before you dig, CALL FOR THE BLUE STAKES 1-800-782-5348 "1-800-STAKE-IT" Blue Stake Center

PRELIMINARY PLAT
FOR
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SCALE:1"=40' C.I.= 1' MARCH 10, 2015

PRV-1503-001 SHEET 4 OF 6

F:\Perry Engineering\14040 - Willow Ridge Platting\Preliminary plat\14040 Prel-04a.dwg Plotted: Jul 16, 2015 - 2:49pm Coles
USE OF THE INFORMATION CONTAINED WITHIN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY PERRY ENGINEERING, LLC. PERRY ENGINEERING, LLC SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.

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C:\Perry Engineering\14040 - Willow Ridge Platting\Preliminary plat\14040 Prel-05a.dwg Plotted: Jul 16, 2015 - 2:51pm Cates

CORTARO FARMS ROAD (PUBLIC)
BOOK 2, PAGE 123 MP

CENTER ¼ CORNER SECTION 25

FND 3" BCSM RLS 35235

N 89°40'16" E (R) 1,322.29' (R) (PER BK 63 M&P PG 5)
(BASIS OF BEARING)

FND ACP LS 13019

10' UTILITY EASEMENT PER DKT 4424, PG 918

20' PRIVATE ACCESS EASEMENT TO BLOCK E PER BOOK 60, PAGE 22

22.50' PUBLIC RIGHT-OF-WAY PER BOOK 60, PAGE 22

22.50' 57.50'

N 00°30'10" W 292.53'

BLOCK "C"
WILLOW RIDGE
BLOCK PLAT
UNSUBDIVIDED
BK 60, PG 22 M&P
NC ZONING
#221-15-26B

BLOCK "B"
WILLOW RIDGE BLOCK PLAT BLOCK B
BK 60, PG 22 M&P
NC ZONING
#221-15-23A

SANDY DESERT DRIVE (PUBLIC) BK 60, PG 22

N 00°30'10" W 1,000.00'

11.06'

SSMH

WV

CO

TPED

SWES

FND NAIL & TAG LS 14979

249.76' N 87°20'25" E

FND ½" IP S 22759

COMMON AREA "A" (OPEN SPACE) AREA: 15.42 AC

EHS

20' L.B. (EXISTING NATURAL VEGETATION)

20'X20' ESM'T GRANTED TO QWEST PER BOOK 63, PAGE 5

NUOS

15'

20' L.B.

EXISTING 2-36" RCP

71 CFS EX
68 CFS DEV

100 YEAR FLOODPLAIN LIMITS

404 LIMITS

2225

2230

2235

2240

15.01' 60.00'

47.13'

1' N.V.A.E.

10' L.B. (REVEGETATED)

63.66'

62.41'

11.35'

2'D

A/3

R/6

B/2

5' WIDE BERM FOR DIRECTION OF DRAINAGE

EX SMH #3463-35
EX RIM=2220.63
NEW RIM=2219.90
W INV.=2214.82
E STUB=2214.77

LOT 69
7730 SF
PG=23.9

PG=27.2
LOT 68
8191 SF
92.59 LF 8" SWR @ 1.77%

10' P.U.E.

135.89'

135.90'

108.12'

LOT 67
8432 SF
PG=29.1

PG=31.4
LOT 66
8924 SF

117.01'

104.22'

NEW M.H. #16
RIM=2227.04
W. INV=16.46

98.83'

48.35'

36.27'

14.50'

5.03'

44.23'

49.34'

300' FAR SIDE

15'

46' R.O.W.

-6.9%

WILLOW BLOSSOM PLACE (PUBLIC)

EX SMH #3463-34
RIM=2216.25
N INV.=2208.06
W INV.=2207.67
E INV.=2208.16

8.1 CFS EX
6.7 CFS DEV

380' NEAR SIDE

11.13' 34.51'

5.03'

10' P.U.E.

WATER HARVESTING AREA (BASIN 601) WSE=19.75

3-2.5" SCUPPERS PER PC/COT SD 205 W/ 24" TOEDOWN EXTENDED 4' EACH DIRECTION

LOT 65
6568 SF
PG=21.2

120.00'

119.75'

1' N.V.A.E.

55.12'

20' L.B.

MATCHLINE - SEE SHEET 2

MATCHLINE
SEE SHEET 4

BLOCK "F"
WILLOW RIDGE
BLOCK PLAT
UNSUBDIVIDED
BK 60, PG 22 M&P
R16 ZONING
#221-18-445O

LOT 34
7638 SF

LOT 53
7200 SF

LOT 54
6891 SF

COMMON AREA "A" (OPEN SPACE) AREA: 15.42 AC

10' UTILITY EASEMENT PER DKT 4424, PG 918 TO BE ABANDONED BY SEPARATE INSTRUMENT

EASEMENT PER DKT 4424, PG 918

100 YR FLOODPLAIN LIMITS

43.20 WSEL
40.95 WSEL
38.90 WSEL
36.86 WSEL
33.95 WSEL
33.72 WSEL
30.45 WSEL
29.40 WSEL
25.23 WSEL
23.54 WSEL
22.32 WSEL
26.41 WSEL
28.01 WSEL
31.64 WSEL
31.56 WSEL
41.43 WSEL
28.51 WSEL
29.65 WSEL
27.24 WSEL
24.96 WSEL

N
SCALE: 1"=40'
C.I. = 1-0'
0 40 80

Registered Professional Engineer
36810
KENNETH D. PERRY
Date signed 07/31/15
ARIZONA, U.S.A.
Expires: 9/30/17

PERRY ENGINEERING
505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

REF: PCZ1408-001
PRV-04124
PRV-05160

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" 1-800-STAKE-IT "
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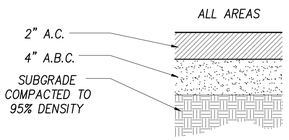
PRELIMINARY PLAT
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SCALE:1"=40' C.I.= 1' MARCH 10, 2015

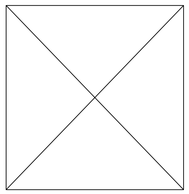
PRV-1503-001 SHEET 5 OF 6

TYPICAL SECTION KEYNOTES

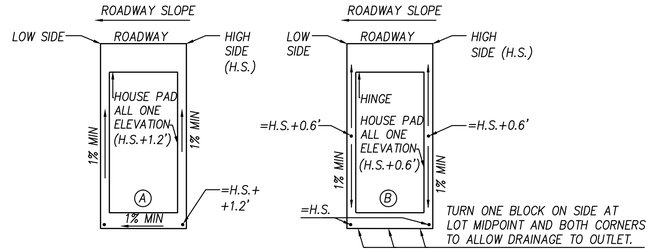
(1) HAND PLACED RIPRAP, D50=6", OVER MIRAFI 108 FILTER FABRIC
(2) GROUTED RIPRAP, D50=6", OVER MIRAFI 108 FILTER FABRIC



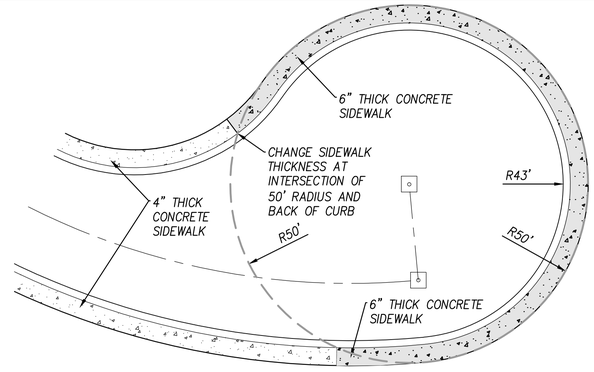
(A) PAVEMENT DETAIL — NTS



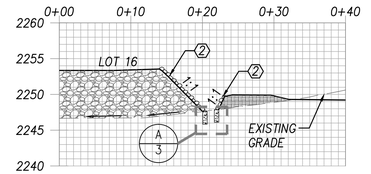
(B) NOT USED — NTS



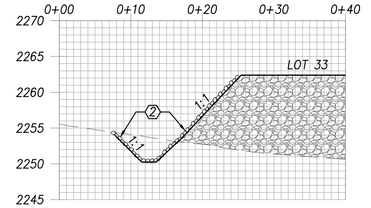
(C) TYPICAL LOT GRADING DETAIL (FOR LOTS WITH 120' DEPTH) — NTS



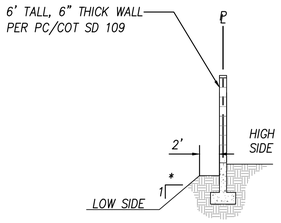
(D) TYPICAL SIDEWALK AT BULB — SCALE: 1"=20'



(M) DRAINAGE SECTION AT BULB NEAR LOT 16 — SCALE: 1"=10'



(N) DRAINAGE SECTION AT LOT 33 — SCALE: 1"=10'



* SLOPE PROTECTION (ON COMPACTED SUBGRADE)

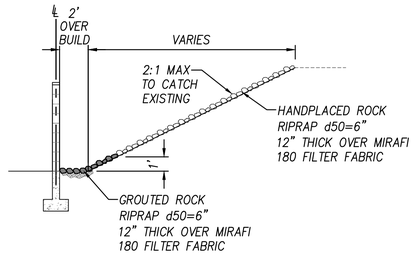
3:1 OR FLATTER = REVEGETATION

3:1 TO 2:1 = 12" THICK (D50=6") HANDPLACED ROCK RIPRAP OVER FILTER FABRIC

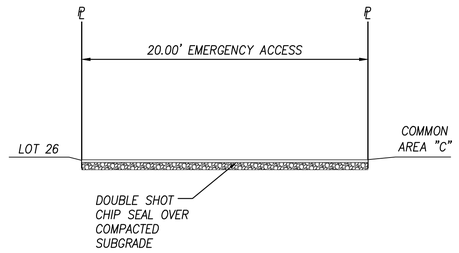
2:1 TO 1:1 = (D50=6") GROUTED ROCK RIPRAP EMBEDDED 1/2" DIA INTO 5" THICK 3,000 PSI CONC. WITH FIBERMESH.

STEEPER THAN 1:1=RETAINING WALL (DESIGN BY OTHERS)

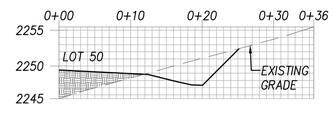
(E) LOT WALL DETAIL — NTS



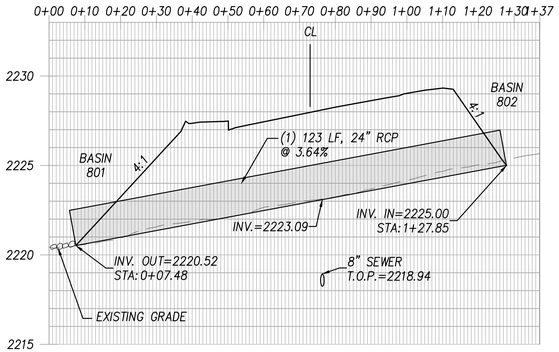
(F) BACK OF WALL DETAIL AT LOTS — 1"=5'



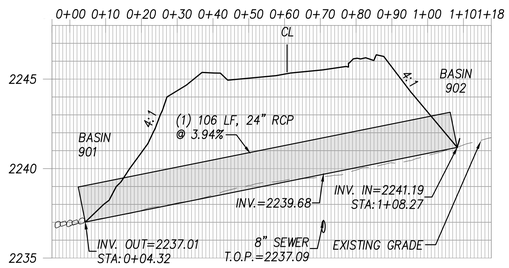
(G) STABILIZED EMERGENCY ACCESS ROAD — 1"=5'



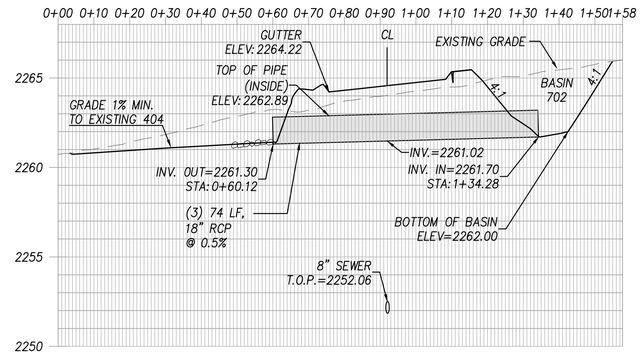
(O) DRAINAGE SECTION NEAR LOT 50 — SCALE: 1"=10'



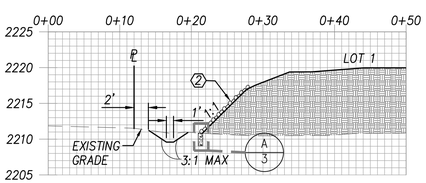
(H) SECTION AT DRAIN PIPE BETWEEN BASINS 802 TO 801 — SCALE: 1"=20' HOR. 1"=10' VER.



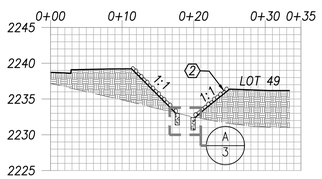
(I) SECTION AT DRAIN PIPE BETWEEN BASINS 902 TO 901 — SCALE: 1"=20' HOR. 1"=10' VER.



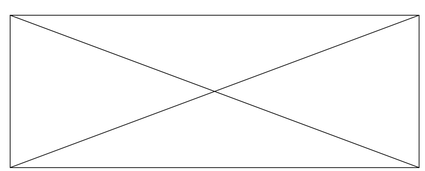
(J) SECTION AT DRAIN PIPE UNDER WILLOW WIND WAY FROM BASIN 702 — SCALE: 1"=20' HOR. 1"=4' VER.



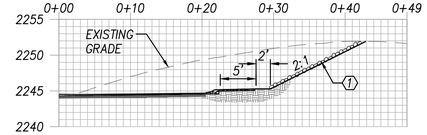
(K) DRAINAGE SECTION AT LOT 1 — SCALE: 1"=10'



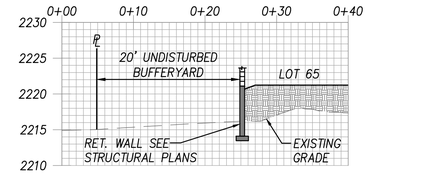
(L) DRAINAGE SECTION NEAR LOT 49 — SCALE: 1"=10'



(P) NOT USED — NTS



(Q) SECTION AT EAST SIDE OF BULB — WILLOW RIDGE PLACE — SCALE: 1"=10'



(R) SECTION AT RETAINING WALL — LOT 65, WEST LOT LINE — SCALE: 1"=10'

PRELIMINARY PLAT
FOR
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LOTS 1-69 AND COMMON AREA "A" (OPEN SPACE)

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SCALE: 1"=40' C.I.= 1' MARCH 10, 2015

REF: PCZ1408-001
PRV-04124
PRV-05160

Registered Professional Engineer — 34810 KENNETH D. PERRY — Date signed 9/21/15 — ARIZONA, U.S.A.
Expires: 9/30/17

PERRY ENGINEERING
505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

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PRV-1503-001 SHEET 6 OF 6

E:\Perry Engineering\14040 - Willow Ridge Platting\Preliminary plat\14040 Prel-06a.dwg Plotted: Jul 16, 2015 - 11:18am Coles
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MARANA
PLANNING

TOWN OF MARANA SUBMITTAL APPLICATION

Type of Application (Check One)

- ☐ Annexation
- ☒ Preliminary Plat
- ☐ General Plan Amendment
- ☐ Conditional Use Permit
- ☐ Rezone
- ☐ Final Plat
- ☐ Landscape Plan
- ☐ Significant Land Use Change
- ☐ Specific Plan
- ☐ Development Plan
- ☐ Native Plant Permit
- ☐ Storm Water (SWPP)
- ☐ Variance
- ☐ Minor Land Division
- ☐ Native Plant Exception
- ☐ Other: _____
- ☐ Improvement Plan (Specify Type): _____

General Data Required

Project Name: Willow Vista Lots 1-69 Parcel #(s): _____

Description of Project: 69 Single Family Residential Lots Gross Area (Acres): 30.6

Project Address/Location: Southeast of Cortaro Farms Road / Sandy Desert Trail Intersection

Property Owner: Heater Investments Inc. Contact Person: Joe Heater

Street Address: 7486 N. Secret Canyon Drive Email: _____

City: Tucson State: AZ Zip Code: 85718

Phone #: (520) 742-6750 Fax #: _____ Cell #: _____

Applicant: Perry Engineering, LLC Contact Person: Ken Perry

Street Address: 505 W. Wetmore Road Email: kperry@perryengineering.com

City: Tucson State: AZ Zip Code: 85705

Phone #: (620) 620-9870 Fax #: _____ Cell #: _____

Agent/Representative: Perry Engineering, LLC Contact Person: Ken Perry

Street Address: 505 W. Wetmore Road Email: kperry@perryengineering.com

City: Tucson State: AZ Zip Code: 85705

Phone #: (520) 620-9870 Fax #: _____ Cell #: _____

Authorization of Property Owner

I, the undersigned, certify that all of the facts set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. **(If applicant is not the owner, attach written authorization from the owner).**

Ken Perry — Print Name of Owner/Applicant


Signature

03/12/2015 — Date

Internal Use Only:

Project No. PRV1503-001 Date Received 3-13-15 Signature 

PLANNING COMMISSION MEETING
MINUTES
11555 W. Civic Center Drive Marana, Arizona 85653
Council Chambers, July 29, 2015, at or after 6:30 p.m.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Marcia Jakab, Commissioner
Steve Miklosi, Commissioner
Richard Miller, Commissioner
John Officer, Commissioner

REGULAR PLANNING COMMISSION MEETING

CALL TO ORDER. Chairman Schnee called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION/MOMENT OF SILENCE
Led by **Chairman Schnee.**

ROLL CALL. Terri Byler, Planning Commission Secretary, called roll. Commissioner Fehrmann was absent. There was a quorum present.

CALL TO THE PUBLIC. No speaker cards presented.

ELECTION OF BOARD CHAIR AND VICE-CHAIR.

Motion moved by Commissioner Jakab to nominate Tom Schnee as Chair of the Commission, seconded by Commissioner Miklosi. Motion passed unanimously.

Motion moved by Commissioner Miklosi to nominate Don Duncan as Vice Chair of the Commission, seconded by Commissioner Jakab. Motion passed unanimously.

APPROVAL OF AGENDA. ***Motion to approve by Vice Chair Duncan, seconded by Commissioner Jakab. Passed unanimously .***

ANNOUNCEMENTS.

GENERAL ORDER OF BUSINESS. Approval of June 24, 2015 meeting minutes. ***Motion to approve by Commissioner Miklosi, seconded by Commissioner Jakab. Passed unanimously.***

PUBLIC HEARINGS.

1. **PCM1501-001 Amendment of the Willow Ridge Development Agreement** Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista. A request for a recommendation to the Town Council for approval of the Amendment to the Willow Ridge Development Agreement as it applies to Willow Vista. The 30.6 acre property subject to this development agreement is generally located south of Cortaro Farms Road and east of Sandy Desert Trail in Section 25, Township 12S, Range 12E. (Brian Varney)

Presented by **Brian Varney,** who stated, this was a staff-initiated request to amend the Willow Ridge Development Agreement as it applies to the Willow Vista subdivision. The town entered into the development agreement for Willow Ridge in April of 2004.

Chairman Schnee had no concerns with the proposed project. **Vice Chair Duncan** had a question regarding the Mitigation Funding IGA Amendment with Pima County. **Frank Cassidy** specified the item will tentatively go before the Board of Supervisors in September for approval of the amended IGA. **Mr. Cassidy** explained the original development agreement with the original developer called for a $6400 per unit fee. $5000 of that was committed to the county for purchase of open space. The town entered into an IGA with the county to transfer the funds. Part of the amendment to the development agreement was to reduce the fee so that the same amount of money goes to the county, dividing it among 69 units instead of 35 units.

There were no concerns from the Commission. Seeing there were no speaker cards, **Chairman Schnee** opened and closed the public portion of the hearing.

Motion to approve by Commissioner Jakab, seconded by Commissioner Miklosi. Passed unanimously. 6-0.

COMMISSION ACTION.

1. **PRV1503-001 Willow Vista Preliminary Plat** A request for a recommendation to the Marana Town Council for approval of PRV1503-001, a preliminary plat for Willow Vista, Lots 1-69 and Common Area 'A'. The proposed single-family residential development contains approximately 30.62 acres and is located south of Cortaro Farms Road and east of Sandy Desert Trail. (Brian Varney)

Presented by **Brian Varney**, who gave a brief review. The Commission heard the rezoning request for the property in February, recommending approval to the Town Council. The

Town Council heard the rezoning request in April, adopting Ordinance 2015.008 approving a rezoning from R-16 to R-6. The proposed development includes 69 single-family lots, common area "A" (open space), maintaining a large amount of natural undisturbed open space and a perimeter landscape bufferyard. The minimum proposed lot size is 6,505 S.F. Approximately 49.64% of the site will be developed as residential lots and related infrastructure. 40.2% will be natural undisturbed open space and 10.19% will be disturbed open space.

Two primary access points will be off of Sandy Desert Trail. A gated emergency access will be off of Cortaro Farms Rd. All streets will be public and conform to Marana's 46-foot standard street section. There will also be enhanced landscaping along the streets. Water service will provided by Town of Marana. Sewer will be provided by Pima County.

Chairman Schnee asked about the planned access for the existing home. **Ken Perry, Perry Engineering,** stated that the owner, along with the other property owner, has agreed to dissolve the requirement for the access. The property owner will have access off of Cortaro. **Keith Brann** mentioned that there is a raised median on Cortaro, so the owner will have to make a right turn. He also stated that Pima County is in the process of moving forward with a Cortaro-widening project. When they do, the median will continue to Thornydale Rd.

There were no questions from the Commission.

Motion to approve by Commissioner Jakab, seconded by Commissioner Officer. Passed unanimously. 6-0.

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

FUTURE AGENDA ITEMS.

ADJOURNMENT. ***Motion to adjourn at 6:52 p.m. by Commissioner Jakab, seconded by Commissioner Miklosi. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on July 29, 2015. I further certify that a quorum was present.

Terri Byler

Terri Byler, Planning Commission Secretary

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C6

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Frank Cassidy, Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-090: Relating to Building; Approving and authorizing the Mayor to execute the Fourth Amendment Extending Intergovernmental Agreement between Pima County and the Town of Marana for Regulation of Public Property within Each Other's Jurisdictional Territory (Keith Brann)

Discussion:

This item retroactively extends the IGA authorizing Pima County to handle building codes compliance for its own buildings and structures within the Marana town limits and authorizing Marana to handle building codes compliance for its own buildings and structures in unincorporated Pima County. Among other things, Pima County's Tres Rios (formerly Ina Road) Water Reclamation Facility is located in the town limits of Marana. Various Town water facilities are located in unincorporated Pima County, and the Town's designated management area for wastewater extends into unincorporated Pima County.

In addition to extending the IGA for a five-year period, this amendment adds two new requirements. Each jurisdiction must now notify the other before undertaking permitting and inspection activities under the IGA, and the facilities in question must be owned and operated by the applicable government entity. The latter provision is intended to exclude the benefits of the IGA for a private, proprietary activity taking place on government property.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-090, extending the Pima County/Marana IGA for building codes regulation of public property in each other's jurisdiction.

Suggested Motion:

I move to adopt Resolution 2015-090, extending the Pima County/Marana IGA for building codes regulation of public property in each other's jurisdiction.

Attachments: Resolution 2015-090
Exhibit_IGA

MARANA RESOLUTION NO. 2015-090

RELATING TO BUILDING; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT EXTENDING INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR REGULATION OF PUBLIC PROPERTY WITHIN EACH OTHER'S JURISDICTIONAL TERRITORY

WHEREAS the Town of Marana and Pima County desire to extend the term of an inter-governmental agreement for the regulation of public property within each other's jurisdictional territory originally dated January 2, 2001; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to extend this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the "Fourth Amendment Extending Intergovernmental Agreement between Pima County and the Town of Marana for Regulation of Public Property within Each Other's Jurisdictional Territory" attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned intergovernmental agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 1st day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

FOURTH AMENDMENT EXTENDING INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR REGULATION OF PUBLIC PROPERTY WITHIN EACH OTHER'S JURISDICTIONAL TERRITORY

This FOURTH AMENDMENT EXTENDING INTERGOVERNMENTAL AGREEMENT (this "Amendment") is entered into pursuant to A.R.S. § 11-952 by and between PIMA COUNTY, a body politic and corporate of the State of Arizona, (the "County"), and the TOWN OF MARANA, an Arizona municipal corporation, (the "Town") for the purpose of regulating public property within each other's jurisdictional territory.

RECITALS

A. The Town and the County entered into an intergovernmental agreement for regulation of public property within each other's jurisdictional territory dated January 2, 2001 (the "Original Agreement").

B. The Original Agreement, which allowed a total of four five-year renewals, was retroactively extended for an additional five years on October 2, 2007, terminating on June 30, 2010; extended for an additional two years, effective July 1, 2010, terminating on June 30, 2012; and extended for an additional three years, effective July 10, 2012, terminating June 30, 2015.

C. The County and the Town desire to retroactively extend the Original Agreement for an additional five-year period, terminating June 30, 2020; and to clarify and modify certain terms of the Original Agreement.

AGREEMENT

NOW, THEREFORE, the County and the Town do hereby mutually agree as follows:

1. *Retroactive extension*. The Original Agreement is retroactively extended for five years, terminating on June 30, 2020, unless sooner terminated or further extended pursuant to the provisions of the Original Agreement as modified to and including this Amendment.

2. *Additional Town obligations and limitations*. The Original Agreement is hereby modified to add new subparagraphs 1.a.iii and iv as follows:

iii. The Town shall notify the County in writing before the Town undertakes permitting and inspection of its buildings and structures within unincorporated Pima County pursuant to this Agreement.

iv. All buildings and structures permitted and inspected by the Town in unincorporated Pima County pursuant to this Agreement must be owned and operated by the Town.

3. *Additional County obligations and limitations*. The Original Agreement is hereby modified to add new subparagraphs 1.b.iii and iv as follows:

iii. The County shall notify the Town in writing before the County undertakes permitting and inspection of its buildings and structures within the town limits of the Town of Marana pursuant to this Agreement.

iv. All buildings and structures permitted and inspected by the County within the town limits of the Town of Marana pursuant to this Agreement must be owned and operated by the County.

4. *Effect on other provisions.* All other terms and provisions of the Original Agreement shall continue in full force and effect and are incorporated by reference in this Amendment.

IN WITNESS WHEREOF, the County has caused this Amendment to be executed by the Chair of its Board of Supervisors upon resolution of the Board and attested to by the Clerk of the Board, and the Town has caused this Amendment to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

TOWN OF MARANA	**PIMA COUNTY**
_____	_____
Ed Honea, Mayor	Sharon Bronson, Chair
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Town Clerk	Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing intergovernmental agreement between the TOWN OF MARANA and PIMA COUNTY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

TOWN OF MARANA:	**PIMA COUNTY:**
_____	_____
Town Attorney	Deputy County Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C7

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-091: Resolution of the Mayor and Common Council of Town of Marana, Arizona authorizing the execution and delivery by the Town and the Town of Marana Municipal Property Corporation of a Fifth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (Jane Fairall)

Discussion:

To finance the construction of the Town's municipal complex, the Town put title to the municipal complex property into the name of the Marana Municipal Property Corporation (MMPC) which sold bonds and entered into a leaseback to fund the repayment of the bonds. Included within this lease arrangement is a parcel of property located at 13249 Lon Adams Road. This parcel is used by the Town for a wireless communication facility, including a cell tower and equipment shelter.

In consultation with bond counsel, the Town has determined that the Lon Adams parcel should be released from the terms and provisions of the lease between the Town and the MMPC and deeded back to the Town. Approval of the attached Fifth Amendment to the lease agreement will accomplish this.

Financial Impact:

This amendment to the lease will not have an impact on the overall security or structure of payment obligations under the lease, as amended.

Staff Recommendation:

Staff recommends approval of the fifth amendment to the lease between the Town and the MMPC, releasing the Lon Adams parcel.

Suggested Motion:

I move to adopt Resolution No. 2015-091: Authorizing the execution and delivery by the Town and the Town of Marana Municipal Property Corporation of a Fifth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease.

Attachments: Resolution 2015-091
5th Amendment to Lease
Draft MMPC Meeting Minutes 08-24-2015

MARANA RESOLUTION NO. 2015-091

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF TOWN OF MARANA, ARIZONA AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWN AND THE TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION OF A FIFTH AMENDMENT TO AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE

WHEREAS, the Town of Marana Municipal Property Corporation (the "Corporation") was formed to transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any civic or charitable purpose such as financing the cost of acquiring, constructing, reconstructing or improving buildings, equipment or other real and personal properties suitable for use by and for leasing to the Town of Marana, Arizona (the "Town"), or its agencies or instrumentalities; and

WHEREAS, the Town heretofore determined that it was beneficial to its citizens (i) to acquire the water system owned by Clifford Ray Honea and Ethel Wynema Honea, husband and wife, doing business as Honea Water Company (the "First Water System"), consisting of certain real property and certain personal property (the "Initial First Water System Improvements") with respect to the First Water System and (ii) to acquire the facility presently being used as the municipal complex for the Town (the "Municipal Complex"), consisting of certain other real property and to make certain necessary improvements to the First Water System (the "New First Water System Improvements" and collectively, with the Initial First Water System Improvements, the "First Water System Improvements" and the acquisition of the First Water System, the acquisition of the Municipal Complex and the making of the New First Water System Improvements, collectively, the "First Project"); and

WHEREAS, the Corporation assisted the Town in financing the First Project; and

WHEREAS, in order to finance the costs of the First Project, the Corporation issued its $280,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1990, dated as of March 1, 1990 its $315,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1992, dated as of June 1, 1992 (collectively, the "Outstanding Bonds"); and

WHEREAS, the Town further heretofore determined that it was beneficial to its citizens (i) to refinance the Outstanding Bonds and (ii)(A) to acquire the water systems known as "Cortaro Marana," "Marana Water Service," "Tucson Water," "Lynn Lee" and "KLOS" (collectively, the "Second Water Systems"), consisting of certain real property and certain personal property (the "Second Water Systems

Improvements" and collectively, with the First Water System Improvements, the "Water System Improvements") with respect to the Second Water Systems and (B) to (I) make certain improvements to the Water System Improvements, (II) make certain road and related improvements, (III) acquire certain real property upon which to construct a town hall (the "Town Hall Property") and (IV) acquire a modular building (the "Modular Building"), the property described in clauses (B)(I), (II) and (IV) being as described on Exhibit E attached to the hereinafter described Base Town Lease and collectively, with the acquisition of the Second Water Systems and the project described in clause (B)(II), being referred to herein as the "Second Project"; and

WHEREAS, the Corporation assisted the Town in refinancing the Outstanding Bonds and in financing the Second Project; and

WHEREAS, in order to refinance the Outstanding Bonds and to finance the costs of the Second Project, the Corporation issued its $8,175,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1997, dated as of October 1, 1997 (the "Series 1997 Bonds"); and

WHEREAS, the Town further heretofore determined that it was beneficial to its citizens (i) instead of acquiring the water systems known as "Tucson," "Lynn Lee" and "KLOS," to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto, along with approximately $260,000 of proceeds of the sale of the Series 1997 Bonds which remained after the acquisition of the Town Hall Property, to certain road projects and (ii) instead of acquiring the Modular Building, to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto to certain tenant improvements to a building being leased by the Town; and

WHEREAS, pursuant to a First Amendment to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the Base Town Lease for purposes of the foregoing; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip a municipal complex on the Town Hall Property (the "Third Project"); and

WHEREAS, the Corporation assisted the Town in financing the Third Project; and

WHEREAS, in order to finance the costs of the Third Project, the Corporation issued its Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2000, dated as of February 1, 2000 (the "Series 2000 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2000 Bonds, the Corporation entered into a First Supplement to Amended and

Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000 (the "First Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Third Project (the "Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Third Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to use a portion of the remaining proceeds of the sale of the Series 2000 Bonds to acquire certain property to serve as an operations center for the Town (the "Operations Center Property") and to include such property as part of the property which is the subject of the First Supplement to Base Town Lease; and

WHEREAS, pursuant to a Combined Operations Center Property Ground Lease and Second Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Base Town Lease), dated as of April 1, 2002, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the First Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, thereafter the Town determined for the benefit of its citizens that a portion of the Operations Center Property and a portion of the Municipal Complex Real Property should be released from the terms and provisions of the First Supplement to Base Town Lease affecting it and that other property transferred to the Corporation should be made a part of the Town Hall Property pursuant to a Third Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Town Base Lease), dated as of September 1, 2003, by and between the Corporation, as lessor, and the Town, as Lessee, and;

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, additional parts of the new municipal complex on the Town Hall Property (the "Fourth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Fourth Project; and

WHEREAS, in order to finance the costs of the Fourth Project, the Corporation issued its $19,700,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2003, dated as of September 1, 2003 (the "Series 2003 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2003 Bonds, the Corporation entered into the Second Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of

September 1, 2003 (the "Second Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fourth Project (the "Additional Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Additional Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fourth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, final parts of the new municipal complex on the Town Hall Property (the "Fifth Project") and to refinance a portion of the bonds heretofore issued by the Corporation (the "Bonds Being Refunded"); and

WHEREAS, the Corporation assisted the Town in financing the Fifth Project and refinancing the Bonds Being Refunded (the "Second Refunding"); and

WHEREAS, in order to finance the costs of the Fifth Project and the Second Refunding, the Corporation issued its $8,675,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2004, dated as of August 1, 2004 (the "Series 2004 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2004 Bonds, the Corporation entered into the Third Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2004 (the "Third Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fifth Project (the "Final Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Final Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fifth Project and provide for matters related to the Second Refunding; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, extensions and additions to the sewer lines and interceptors in Silverbell Road and to the Town's Airport, extensions and improvements to Camino de Marana and Dove Mountain Roads and improvements to Cortaro Silverbell District Park as well as other sewer, transportation and park projects (the "Sixth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Sixth Project; and

WHEREAS, in order to finance the costs of the Sixth Project, the Corporation issued its $39,790,000 aggregate principal amount of

Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2008, dated August 13, 2008 (the "Series 2008 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2008 Bonds, the Corporation entered into the Combined Cortaro Silverbell District Park Ground Lease and Fourth Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2008 (the "Fourth Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the First Water System Real Property, the Municipal Complex Real Property, the First Water System Improvements, the Second Water System Real Property, the Second Water System Improvements, the Town Hall Property, the Town Hall Improvements, the Additional Town Hall Improvements and the Final Town Hall Improvements and the Operations Center Property (collectively, the "Existing Leased Property") to the Town, leased back the real property described as "Cortaro Silverbell Park Property," ground leased by the Town to the Corporation pursuant thereto and leased the Sixth Project to the Town and (ii) the Town (A) ground leased the Cortaro Silverbell Park Property to the Corporation and leased the same back from the Corporation, extended the lease of the Existing Leased Property from the Corporation and lease the Sixth Project from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Sixth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to add another part to the Sixth Project; and

WHEREAS, pursuant to a Fourth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease as supplemented by First, Second, Third and Fourth Supplements to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2009 (the "Fourth Amendment to Base Town Lease"), by and between the Corporation, as lessor, and the Town, as lessee, an amendment was made to the Fourth Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, the Series 1997 Bonds, the Series 2000 Bonds, the Series 2003 Bonds, the Series 2004 Bonds, the Series 2008 Bonds and any additional obligations on a parity therewith shall be secured by a Trust Indenture, dated as of October 1, 1997, as supplemented by a Series 2000 Supplemental Trust Indenture, dated as of February 1, 2000, a Series 2003 Supplemental Trust Indenture, dated as of September 1, 2003, a Series 2004 Supplemental Trust Indenture, dated as of August 1, 2004, and a Series 2008 Supplemental Trust Indenture, dated as of August 1, 2008 (collectively, the "Indenture"), from the Corporation to Norwest Bank Arizona, N.A. (now Wells Fargo Bank Arizona, N.A., as trustee (the "Trustee"), pursuant to which is pledged, among other things, rental payments made pursuant to the Base Town Lease, the First Supplement to Base Town Lease, the Second Supplement to Base

Town Lease, the Third Supplement to Base Town Lease and the Fourth Supplement to Base Town Lease; and

WHEREAS, pursuant to Section 11.08 of the Indenture, the Corporation will not, without written consent of the Trustee, alter, modify or cancel, or agree or consent to alter, modify or cancel, the Fourth Supplement to Base Town Lease or any other agreements theretofore or thereafter entered into by the Corporation which relate to or affect the security of the Series 2008 Bonds, but with the written consent of the Trustee, may consent to alterations and modifications thereof, provided that no such alterations or modifications will decrease the amounts available for payment of the Series 2008 Bonds or will render the income of the Corporation or the interest on the Series 2008 Bonds taxable to the recipient, and provided further that prior to giving its consent with respect to an alteration or modification of the Fourth Supplement to Base Town Lease, the Trustee shall obtain an opinion of counsel or financial consultant selected by the Trustee that the proposed alteration or modification will not be materially adverse to the interests of the owners of the Series 2008 Bonds, will not decrease the amounts of available for payment of the Series 2008 Bonds and will not render the income of the Corporation or the interest on the Series 2008 Bonds taxable under the income tax laws of the United States of America; and

WHEREAS, pursuant to a Fifth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Base Town Lease, the Second Supplement to Base Town Lease, the Third Supplement to Base Town Lease and the Fourth Supplement to Base Town Lease), to be dated as of September 1, 2015 (the "Fifth Amendment to Base Town Lease"), by and between the Corporation and the Town, among other things, an amendment is being made to the Fourth Supplement to Base Town Lease; and

WHEREAS, there have been placed on file with the Clerk of the Town and presented at the meeting at which this Resolution was adopted the proposed form of the Fifth Amendment to Base Town Lease; and

WHEREAS, it is hereby determined that the Corporation was formed to assist the Town in financing its capital improvement projects at no profit to the Corporation and the Corporation has not and shall not make any profit by reason of the assistance it renders the Town in connection with this Resolution and the Fourth Amendment to Base Town Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF TOWN OF MARANA, ARIZONA, THAT:

Section 1. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by or at the direction of the Town and its officers directed toward the approval and authorization of the execution and delivery of the Fifth Amendment to Base Town Lease are hereby approved and ratified.

Section 2. The form, terms and provisions of the Fifth Amendment to Base Town Lease in substantially the form of such document (including the exhibits thereto) presented at the meeting at which this Resolution was adopted, is hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the documents (which approval will be conclusively demonstrated by their execution thereof), and the Mayor and Vice Mayor and Clerk of the Town are hereby authorized to execute and attest and deliver, respectively, the Fifth Amendment to Base Town Lease and the President or Vice President and Secretary of any other member of the Board of the Corporation are hereby authorized to execute and attest and deliver, respectively, the Fifth Amendment to Base Town Lease.

Section 3. The officers of the Town shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated thereby, including without limitation the execution and delivery of the closing and other documents required to be delivered in connection with the Fifth Amendment to Base Town Lease.

Section 4. This Resolution shall be and remain irrepealable until the Series 1997 Bonds, the Series 2000 Bonds, the Series 2003 Bonds, the Series 2004 Bonds and the Series 2008 Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 5. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Any provisions of any bylaws, orders, procedural pamphlets and resolutions inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any bylaw, order, procedural pamphlet or resolution or any part thereof.

Section 7. It is hereby found and determined that all formal actions of the Mayor and Common Council of the Town and its Board of Directors concerning and relating to the adoption of this Resolution were adopted in an open meeting and that all deliberations that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements of the State of Arizona and the Town.

ADOPTED AND APPROVED this 1st day of September, 2015.

By.....
Ed Honea, Mayor, Town of Marana, Arizona

ATTEST:

.....
Jocelyn C. Bronson, Town Clerk,
Town of Marana, Arizona

DRAFT
08/05/15

After recordation, please return to:

Michael Cafiso, Esq.
Suite 700
2375 East Camelback Road
Phoenix, Arizona 85016

FIFTH AMENDMENT
TO
AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE
AS SUPPLEMENTED BY FIRST, SECOND, THIRD AND FOURTH SUPPLEMENTS
TO AMENDED AND RESTATED
TOWN LEASE AND SERIES 1992 TOWN LEASE

This FIFTH AMENDMENT TO AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE AS SUPPLEMENTED BY FIRST, SECOND, THIRD AND FOURTH SUPPLEMENTS TO AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE, dated as of September 1, 2015 (this "Fifth Amendment"), by and between TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, a nonprofit corporation incorporated and existing under the laws of the State of Arizona (the "Corporation"), and the TOWN OF MARANA, ARIZONA, a municipal corporation of the State of Arizona (the "Town");

W I T N E S S E T H:

WHEREAS, the Corporation was formed to transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any civic or charitable purpose such as financing the cost of acquiring, constructing, reconstructing or improving buildings, equipment or other real and personal properties suitable for use by and for leasing to the Town or its agencies or instrumentalities; and

WHEREAS, the Town heretofore determined that it was beneficial to its citizens (i) to acquire the water system owned by Clifford Ray Honea and Ethel Wynema Honea, husband and wife, doing business as Honea Water Company (the "First Water System"), consisting of the real property described on Exhibit A attached to the Amended and Restated Town Lease and Series 1992 Town Lease, dated as of October 1, 1997, as amended by this Series 2000 First Amendment (collectively, the "Base

Town Lease"), by and between the Town and the Corporation (the "First Water System Real Property") and certain personal property (the "Initial First Water System Improvements") with respect to the First Water System and (ii) to acquire the facility presently being used as the municipal complex for the Town (the "Municipal Complex"), consisting of the real property described on Exhibit B attached to the Base Town Lease (the "Municipal Complex Real Property") and to make certain necessary improvements to the First Water System (the "New First Water System Improvements" and collectively, with the Initial First Water System Improvements, the "First Water System Improvements" and the acquisition of the First Water System, the acquisition of the Municipal Complex and the making of the New First Water System Improvements, collectively, the "First Project"); and

WHEREAS, the Corporation assisted the Town in financing the First Project; and

WHEREAS, in order to finance the costs of the First Project, the Corporation issued its $280,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1990, dated as of March 1, 1990, and its $315,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1992, dated as of June 1, 1992 (collectively, the "Outstanding Bonds"); and

WHEREAS, the Town further heretofore determined that it was beneficial to its citizens (i) to refinance the Outstanding Bonds and (ii) (A) to acquire the water systems known as "Cortaro Marana," "Marana Water Service," "Tucson Water," "Lynn Lee" and "KLOS" (collectively, the "Second Water Systems"), consisting of certain real property to be included as part of the Base Town Lease by amendment thereto when acquired as Exhibit C to the Base Town Lease (the "Second Water Systems Real Property") and certain personal property (the "Second Water Systems Improvements" and collectively, with the First Water System Improvements, the "Water System Improvements") with respect to the Second Water Systems and (B) to (I) make certain improvements to the Water System Improvements, (II) make certain road and related improvements, (III) acquire certain real property upon which to construct a town hall (the "Town Hall Property" and collectively with the First Water System Real Property, the Municipal Complex Real Property and the Second Water Systems Real Property referred to in the Base Lease as the "Real Property") to be included as part of the Base Town Lease by amendment thereto when acquired as Exhibit D to the Base Town Lease and, as since acquired, as described in Exhibit A attached hereto and (IV) acquire a modular building (the "Modular Building"), the property described in clauses (B)(I), (II) and (IV) being as described on Exhibit E attached to the Base Town Lease and collectively with the acquisition of the Second Water Systems, the Town Hall Property, the Modular Building and the project described in clause (B)(II) being referred to herein as the "Second Project"; and

WHEREAS, the Corporation assisted the Town in refinancing the Outstanding Bonds and in financing the Second Project; and

WHEREAS, in order to refinance the Outstanding Bonds and to finance the costs of the Second Project, the Corporation issued its $8,175,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1997, dated as of October 1, 1997 (the "Series 1997 Bonds"); and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens (i) instead of acquiring the water systems known as "Tucson," "Lynn Lee" and "KLOS," to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto, along with approximately $260,000 of proceeds of the sale of the Series 1997 Bonds which remained after the acquisition of the Town Hall Property, to certain road projects and (ii) instead of acquiring the Modular Building, to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto to certain tenant improvements to a building being leased by the Town; and

WHEREAS, pursuant to a First Amendment to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the Base Town Lease for purposes of the foregoing; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip a municipal complex on the Town Hall Property (the "Third Project"); and

WHEREAS, the Corporation assisted the Town in financing the Third Project; and

WHEREAS, in order to finance the costs of the Third Project, the Corporation issued its Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2000, dated as of February 1, 2000 (the "Series 2000 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2000 Bonds, the Corporation entered into a First Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000 (the "First Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Third Project (the "Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Third Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to use a portion of the remaining proceeds of the sale of the Series 2000 Bonds to acquire certain property to serve as an operations center for the Town (the "Operations

Center Property") and to include such property as part of the property which is the subject of the First Supplement to Base Town Lease; and

WHEREAS, pursuant to a Combined Operations Center Property Ground Lease and Second Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Base Town Lease), dated as of April 1, 2002, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the First Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, thereafter the Town determined for the benefit of its citizens that a portion of the Operations Center Property and a portion of the Municipal Complex Real Property should be released from the terms and provisions of the First Supplement to Base Town Lease affecting it and that other property transferred to the Corporation should be made a part of the Town Hall Property pursuant to a Third Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Town Base Lease), dated as of September 1, 2003, by and between the Corporation, as lessor, and the Town, as Lessee, and;

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, additional parts of the new municipal complex on the Town Hall Property (the "Fourth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Fourth Project; and

WHEREAS, in order to finance the costs of the Fourth Project, the Corporation issued its $19,700,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2003, dated as of September 1, 2003 (the "Series 2003 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2003 Bonds, the Corporation entered into the Second Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2003 (the "Second Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fourth Project (the "Additional Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Additional Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fourth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, final parts of the new municipal complex on the Town Hall Property (the "Fifth Project") and to refinance a portion of

the bonds heretofore issued by the Corporation (the "Bonds Being Refunded"); and

WHEREAS, the Corporation assisted the Town in financing the Fifth Project and refinancing the Bonds Being Refunded (the "Second Refunding"); and

WHEREAS, in order to finance the costs of the Fifth Project and the Second Refunding, the Corporation issued its $8,675,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2004, dated as of August 1, 2004 (the "Series 2004 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2004 Bonds, the Corporation entered into the Third Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2004 (the "Third Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fifth Project (the "Final Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Final Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fifth Project and provide for matters related to the Second Refunding; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, extensions and additions to the sewer lines and interceptors in Silverbell Road and to the Town's Airport, extensions and improvements to Camino de Marana and Dove Mountain Roads and improvements to Cortaro Silverbell District Park as well as other sewer, transportation and park projects (the "Sixth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Sixth Project; and

WHEREAS, in order to finance the costs of the Sixth Project, the Corporation issued its $39,790,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2008, dated August 13, 2008 (the "Series 2008 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2008 Bonds, the Corporation entered into the Combined Cortaro Silverbell District Park Ground Lease and Fourth Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2008 (the "Fourth Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the First Water System Real Property, the Municipal Complex Real Property, the First Water System Improvements, the Second Water System Real Property, the Second Water System Improvements, the Town Hall Property, the Town Hall Improvements, the Additional Town Hall Improvements and

the Final Town Hall Improvements described in Exhibit A hereto and the Operations Center Property (collectively, the "Existing Leased Property") to the Town, leased back the real property described in Exhibit A hereto as "Cortaro Silverbell Park Property," ground leased by the Town to the Corporation pursuant thereto and leased the Sixth Project to the Town and (ii) the Town (A) ground leased the Cortaro Silverbell Park Property to the Corporation and leased the same back from the Corporation, extended the lease of the Existing Leased Property from the Corporation and lease the Sixth Project from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Sixth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to add another part to the Sixth Project; and

WHEREAS, pursuant to a Fourth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease as supplemented by First, Second, Third and Fourth Supplements to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2009 (the "Fourth Amendment to Base Town Lease"), by and between the Corporation, as lessor, and the Town, as lessee, an amendment was made to the Fourth Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, the Town has determined for the benefit of its citizens that another portion of the Existing Leased Property described in Exhibit B hereto (the "Released Parcel") should be released from the terms and provisions of the Fourth Supplement to Base Town Lease affecting it pursuant to this Fifth Amendment;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. The reference to "Existing Leased Property" in the Fourth Supplement to Base Town Lease shall not include the Released Parcel. (As a result of this exclusion, all right, title and interest of the Corporation in and to the Released Parcel shall be transferred to, and vested in, the Town, free from any lien or encumbrance created by or arising through the Corporation (including the Fourth Amendment to Base Town Lease).)

Section 2. Except as otherwise specifically provided herein, the Base Town Lease, the Second Amendment to Base Town Lease, the Fourth Supplement to Base Town Lease and the Fourth Amendment to Base Town Lease are hereby ratified and confirmed in all respects, and no merger of title or estates is intended hereby.

Section 3. This Fifth Amendment may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the Corporation and the Town have caused their respective names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation

By.....
......, President

ATTEST:

.....
....., Secretary

TOWN OF MARANA, ARIZONA, a municipal corporation

By.....
Ed Honea, Mayor

ATTEST:

.....
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

.....
Frank Cassidy, Town Attorney

CONSENTED TO BY WELLS FARGO BANK
ARIZONA, N.A., AS TRUSTEE

By.....

Title:.....

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the ..... day of ....., 2015, before me, the undersigned Notary Public, personally appeared ..... and ..... who acknowledged themselves to be the President and Secretary, respectively, of the TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation, and that they, as such officers, being authorized so to do, executed the foregoing Fourth Amendment for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....
Notary Public

My Commission Expires:

.....

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the ..... day of ....., 2015, before me, the undersigned Notary Public, personally appeared Ed Honea and Jocelyn C. Bronson, who acknowledged themselves to be the Mayor and Town Clerk, respectively, of the TOWN OF MARANA, ARIZONA, a municipal corporation, and that they, as such officers, being authorized so to do, executed the foregoing Fourth Amendment for the purposes therein contained by signing the name of the municipal corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....
Notary Public

My Commission Expires:

.....

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Fifth Amendment To Amended and Restated Town Lease and Series 1992 Town, dated _____, 2015, executed by the Town of Marana Municipal Property Corporation, an Arizona nonprofit corporation, and the Town of Marana, Arizona, a municipal corporation (the "Notarized Document"). The Notarized Document contains a total of _____ pages.

EXHIBIT A

DESCRIPTION OF FIRST WATER SYSTEM REAL PROPERTY

The real property situate in Pima County, State of Arizona, more particularly described as follows:

Pump Station No. 1 comprising a lot whose Southwest corner is located approximately 140 feet East of the existing property line, THENCE 95 feet East, THENCE 150 feet North, THENCE 95 feet West, THENCE 150 feet South to the Southwest corner, as to be more specifically legally described by survey performed by purchaser prior to closing.

Pump Station No. 2 comprising all of Lot 51, Honea Heights Subdivision, being a subdivision of part of the N1/2 of the NW ¼ Section 33, T 11 S, R 11 E, G&SRB&M, Pima County, Arizona.

DESCRIPTION OF MUNICIPAL COMPLEX REAL PROPERTY

All that certain real property, situate in the County of Pima, State of Arizona, being a part of the Southeast quarter of the Northwest quarter of Section 27, Township 11 South, Range 11 East, G.&S.R.B.&M., more particularly described as follows:

Beginning at the survey monument marking the North quarter of said section 27;

THENCE South 00 deg. 14 min. 15 sec. East, a distance of 2629.68 feet to the East quarter corner of said section 27;

THENCE South 89 deg. 41 min. 25 sec. West, a distance of 30 feet to a point;

THENCE North 00 deg. 14 min. 15 sec. West, a distance of 25 feet to a point, said point being the True Point of Beginning;

THENCE South 89 deg. 41 min. 25 sec. West along a line parallel to the centerline of Barnett Road for a distance of 100.00 feet, to a point;

THENCE North 00 deg. 14 min. 15 sec. West along a line parallel to the centerline of Lon Adams Road for a distance of 466.69 feet to a point;

THENCE North 89 deg. 41 min. 25 sec. East along a line parallel to the centerline of Barnett Road for a distance of 100.00 feet to a point on the West right-of-way line of Lon Adams Road;

THENCE South 00 deg. 14 min. 15 sec. East along a line parallel to the centerline of Lon Adams Road a distance of 466.69 feet to the True Point of Beginning,

BUT NOT INCLUDING all of that portion of Northwest quarter (NW ¼) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Northwest Quarter (NW ¼) of Section;

THENCE S 89°18'55" W, (S 89°52'08"W recorded in Docket 11081, Page 1230), along the South line of said Northwest Quarter (NW ¼) a distance of 496.69 feet;

THENCE N 00°36'55"W, (N 00°03,43"W recorded in Docket 11081, Page 1230), a distance of 25.00 feet to a point on a line parallel with and 25.00 feet North of said South line, also being the North right-of-way line of Barnett Road;

THENCE S 89°18'55" W, (S 89°52'08"W recorded in Docket 11081, Page 1230), along said right-of-way line a distance of 479.02 feet to the point of beginning;

THENCE N 00036'55"W, (N 00°03'43"W recorded in Docket 11081, Page 1230), 272.81 feet;

THENCE N 44°26'48" E, 51.48 feet;

THENCE N 45°33'12" W, 58.64 feet to the West line of the parcel recorded in Docket 11081, Page 1230, said point herein referred to as Point "A";

THENCE S 00°36'55" E, (S 00°03'43" E recorded in Docket 11081, Page 1230), along said West line a distance of 350.69 feet to a point on said right-of-way line;

THENCE N 89°18'55" E, (N 89°52'08" E recorded in Docket 11081, Page 1230), along said right-of-way line a distance of 4.98 feet to the POINT OF BEGINNING, containing 3,062 square feet, more or less,

COMMENCING at the above referenced Point "A";

THENCE N 00°36'55" W, (N 00°03'43" W recorded in Docket 11081, Page 1230), along the West line of that Parcel recorded in Docket 11081, Page 1230, a distance 567.71 feet to the POINT OF BEGINNING;

THENCE continue N 00°36'55"W, (N 00°03'43"W recorded in Docket 11081, page 1230), along said West parcel line, a distance of 114.74 feet;

THENCE N 44°18'55,. E, 20.80 feet;

THENCE along a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 81°52'12", a radial line through said point bears S 44°18'55" W, for an arc length of 71.44 feet to a point of reverse curvature;

THENCE along said reverse curve to the right, having a radius of 50.00 feet, a central angle of 36°52'12", for an arc length of 32.18 feet to a point;

THENCE N 89°18'55" E, 148.10 feet;

THENCE along a non-tangent curve to the left, having a radius of 495.00 feet, a central angle of 12°54'58" a radial line through said point bears N 32°38'15'. W, for an arc length of 111.59 feet to a point of tangency;

THENCE S 44°26'48" W, 102.23 feet;

THENCE along a non-tangent curve to the left, having a radius of 85.00 feet, a central angle of 65°49'44", a radial line through said point bears N 32°23'18" E, for an arc length of 97.66 feet to a point of non-tangent line;

THENCE N 45°33'12" W, 8.81 feet to the POINT OF BEGINNING, Containing 0.51 acres, more or less,

AND INSTEAD INCLUDING all of that portion of Northwest Quarter (NW ¼) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Northwest Quarter (NW ¼) of Section;

THENCE S 89°18'55" W, (S 89°52'08" W recorded in Docket 11081, Page 1230), along the South line of said Northwest Quarter (NW ¼) a distance of 496.69 feet;

THENCE N 00°36'55" W, (N 00°03'43"W recorded in Docket 11081, Page 1230), a distance of 25.00 feet to a point on a line parallel with and 25.00 feet North of said South line, also being the North right-of-way line of Barnett Road;

THENCE S 89°18'55" W, (S 89°52'08" W recorded in Docket 11081, Page 1230), along said right-of-way line a distance of 479.02 feet;

THENCE N 00°36'55" W, (N 00°03'43"W recorded in Docket 11081, Page 1230), a distance of 272.81 feet;

THENCE N 44°26'48" E, 51.48 feet;

THENCE N 45°33'12" W, 58.64 feet to the West line of the Parcel recorded in Docket 11081, page 1230, being the point of beginning;

THENCE continue N 45°33'12" W, 237.71 feet;

THENCE N 44°26'48" E, a distance of 237.19 feet to a point on the West line of said parcel;

THENCE S 00°36'55" E, along said line a distance of 380 feet to the POINT OF BEGINNING, containing 28,191 square feet, more less.

DESCRIPTION OF SECOND WATER SYSTEMS REAL PROPERTY

Picture Rocks Well Site: That portion of the NE4 of the NW4 of Section 34, T 12 S, R 12 E: G&SRB&M, Pima County, Arizona, more particularly described as follows:

Beginning at a 2" open iron pipe set in concrete at the N ¼ Corner of said Section 34;

THENCE South 0 degrees 30 minutes 03 seconds East along the midsection line of Section 34, 152.90 feet to the True Point of Beginning;

THENCE continuing South 0 degrees 30 minutes 03 seconds East 50.00 feet;

THENCE South 89 degrees 57 minutes 00 seconds West 50.00 feet;

THENCE North 0 degrees 30 minutes 03 seconds West 50.00 feet;

THENCE North 89 degrees 57 minutes 00 seconds East 50.00 feet to the True Point of Beginning.

Picture Rocks Reservoir Site: That portion of the SE4 of Section 4, T 13 S, R 12 E, G&SRB&M, Pima County, Arizona, more particularly described as follows:

Beginning at the East ¼ corner of said Section 4, T 13 S, R 12 E, G&SRB&M, Pima County, Arizona:

THENCE South along the East line of section 4, 1,069.05 feet;

THENCE West at right angles 300.0 feet;

THENCE North at right angles, 85.0 feet to the True Point of Beginning;

THENCE continuing North 134.03 feet to the Southerly line of Picture Rocks Road;

THENCE North 56 degrees 50 minutes 00 seconds, 89.60 feet;

THENCE South 183.05 feet;

THENCE West at right angles 75.0 feet to the True Point of Beginning.

Happy Acres Well Site (Airline): That certain parcel of land designated and marked "WELLSITE" located and lying adjacent to the Southwesterly portion of Lot 28 as shown on the Map or Plat of "HAPPY ACRES" a subdivision of Pima County, Arizona, in Book 14 of Maps and Plats at Page 45 thereof.

Happy Acres Well Site (Lambert): All of that parcel of land designated and marked "WELLSITE" and known as Lot 29, of "HAPPY ACRES SOUTH," a subdivision of Pima County, Arizona, as shown on the recorded plat in the office of the Recorder of Pima County, Arizona, in Book 20 of Maps and Plats at Page 14 thereof.

Palo Verde Well Site (JM Water Company): East 100 feet of West 116 feet of South 100 feet of NE4 SW4, Section 17, T 12 S, R 11 E., G&SRB&M, Pima County, Arizona.

Honea East Well Site: That portion of the Northeast Quarter of Section 33, Township 11 South, Range 11 East of the G.&S.R.B.&M., Pima County, Arizona, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of the Northeast of said Section 33;

THENCE North 89 deg. 24 min. 26 sec. East along the South line of said Northeast Quarter of the Southwest Quarter of Northeast Quarter of said Section 33, a distance of 140.00 feet to the Southwest corner of Cactus Country Racing Pigeon Club Parcel, Tucson, Arizona, Inc. Docket 1975 Page 3, Pima County Recorders, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE North 00 deg. 29 min. 07 sec. West along the East line of said Cactus Country Racing Pigeon Club Parcel, also being parallel with the West line of the said Northeast Quarter of the Southwest Quarter of Northeast Quarter of Section 33, a distance of 150.00 feet;

THENCE North 89 deg. 24 min. 26. Sec. East along a line parallel with the South line of the said Northeast Quarter of the Southwest Quarter of Northeast Quarter of Section 33, a distance of 93.80 feet;

THENCE South 00 deg. 29 min. 07 sec. East, along a line parallel with the said Cactus County Racing Pigeon Club Parcel, a distance of 150.00 feet to a point on the said South line of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter;

THENCE South 89 deg. 24 min. 26 sec. West 93.80 feet to the TRUE POINT OF BEGINNING.

Honea West Wellsite: Lot 51 of Honea Heights, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 12 at Page 58 thereof.

CMID Well 22.1: That certain parcel or tract of land lying in the Northeast Quarter of the Southwest Quarter of Section 22, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast Quarter of the Southwest Quarter of Section 22;

RUN THENCE North 89 degrees 38 minutes 30 seconds East, along the interior quarter line of said Section 22, a distance of 689.03 feet to a point on a line parallel to and 420 feet from the center line of the Southern Pacific Railroad right-of way;

RUN THENCE South 49 degrees 50 minutes East, along said line parallel to the Southern Pacific Railroad right-of-way, a distance of 505.50 feet to the TRUE POINT OF BEGINNING of the parcel herein described;

RUN THENCE South 49 degrees 50 minutes East, a distance of 120 feet to a point;

RUN THENCE South 40 degrees 10 minutes West, a distance of 60 feet to a point;

RUN THENCE North 49 degrees 50 minutes West, a distance of 120 feet to a point;

RUN THENCE North 40 degrees 10 minutes East, a distance of 60 feet to the TRUE POINT OF BEGINNING;

EXCEPTING therefrom any part lying within Avra Street as such street is shown on the plat of Marana Estates Subdivision No. 1 as recorded in Book 9 at page 85 of Maps and Plats in the Office of the County Recorder of Pima County, Arizona.

CMID Well 28.2: The South 50 feet of the North 355 feet of the East 110 feet of the Northeast Quarter of the Northeast Quarter, Section 28, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT that portion lying within Sandario Road and as shown on Book 2 of Road Maps at Page 173.

CMID Well 17P2: The West 100 feet of the North 100 feet of Lot 147, of LA PUERTA DEL NORTE SUBDIVISION, according to the plat of record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 15 of Maps, Page 76 thereof.

CMID Well 8.1: That portion of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at a point on the North right-of-way line of Avra Valley Road (as established by Proceedings No. 760-A of the Board of Supervisors of Pima County, State of Arizona) the map of which is filed in the Office of the County Recorder of Pima County, State of Arizona, in Book 6 of Roads at Page 43 thereof, which point is 383.5 feet Westerly (South 89 degrees 48 minutes 14 seconds West) from the intersection of said North right-of-way line of Avra Valley Road with the East line of said Section 8 and which point is the most Easterly corner of that property described in Docket Book 1799 at Page 227 thereof;

THENCE North 39 degrees 11 minutes 15 seconds West along the Northeasterly line of said property described in Book 1799 at Page 227, a distance of 56.3 feet to a point;

THENCE North 54 degrees 02 minutes 30 seconds West along the Northeasterly line of the property described in Book 1799 at Page 227, a distance of 450.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 35 degrees 57 minutes 30 seconds West, a distance of 70.0 feet to a point;

THENCE North 54 degrees 02 minutes 30 seconds West, a distance of 60.0 feet to a point;

THENCE North 35 degrees 57 minutes 30 seconds East, a distance of 70.00 feet to a point on the Northeasterly property line of said property described in Book 1799 at Page 227;

THENCE South 54 degrees 02 minutes 30 seconds East, along said Northeasterly property line a distance of 60.0 feet to the TRUE POINT OF BEGINNING.

DESCRIPTION OF TOWN HALL PROPERTY

All of that portion of Northwest Quarter (NW 1/4) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Northwest Quarter (NW 1/4) of Section;

THENCE S 89°18'55" W, along the South line of said Northwest Quarter (NW 1/4) a distance of 496.69 feet;

THENCE N 00°36'55"W, a distance of 25.00 feet to a point on a line parallel with and 25.00 feet North of said South line, also being the North right-of-way line of Barnett Road, being the POINT OF BEGINNING;

THENCE S 89°18'55" W, along said right-of-way line a distance of 479.02 feet;

THENCE N 00°36'55" W, 272.81 feet;

THENCE N 44°26'48" E, 51.48 feet;

THENCE N 45°33'12" W, 296.35 feet;

THENCE continue N 45°33'12" W, 237.71 feet;

THENCE N 44°26'48" E, 255.83 feet;

THENCE along a tangent curve to the right, having a radius of 44.00 feet, a central angle of 48°22'50", for an arc length of 37.15 feet to a point of reverse curvature;

THENCE along said reverse curve to the left, having a radius of 90.00 feet, a central angle of 96°45'40", for an arc length of 151.99 feet to a point of reverse curvature;

THENCE along said reverse curve to the right, having a radius of 44.00 feet, a central angle of 48°22'50", for an arc length of 37.15 feet to a point of reverse curvature;

THENCE N 44°26'48" E, 133.60 feet;

THENCE along a tangent curve to the right, having a radius of 405.00 feet, a central angle of 44°52'08", for an arc length of 317.16 feet to a point of tangency;

THENCE N 89°18'55" E, 160.53 feet to the Northwest corner of Parcel recorded in Docket 9348, Page 1408;

THENCE S 00°36'55" E, along the West line of said parcel a distance of 160.00 feet to the Southwest corner thereof;

THENCE S 89°18'55" E, along the South line of said parcel a distance of 255.00 feet to the West right-of-way line of Lon Adams Road;

THENCE S 00°36'55" E, along said right-of-way line a distance of 426.51 feet to the Northeast corner of a parcel recorded in Docket 9325, Page 709;

THENCE S 89°18'55" W, along the North line of said parcel a distance of 466.69 feet to the Northwest corner thereof;

THENCE S 00°36'55" E, along West line of said parcel a distance of 466.69 feet to the Southwest corner thereof, being the POINT OF BEGINNING, Containing 15.88 acres, more or less.

THENCE S 00°36'55" E, along said line a distance of 3 80 feet to the POINT OF BEGINNING, Containing 28,191 square feet, more or less.

SILVERBELL/CORTARO PARK DESCRIPTION

All that certain parcel of land located within Section 35, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Northeast corner of said Section 35;

Thence South 01° 01' 00" East along the West line of said Section 35, a distance of 592.01 feet to the southeasterly line of Cortaro Road;

Thence along said southeasterly line of Cortaro Road, North 33° 30' 07" East 159.33 feet;

Thence South 56° 29' 53" East 35.00 ft;

Thence South 33° 30' 07" West 120.00 feet to a point in the northeasterly line of Lot 1 of Parcels 56, 57, and 72, Continental Ranch, a subdivision of Pima County, Arizona, recorded in Book 60 of Maps and Plats at page 16 in the office of the Recorder of said Pima County, Arizona;

Thence along said northeasterly line of Lot 1, and Lot 7, South 56° 29' 53" East 230.00 feet to the **Point of Beginning;**

Thence continuing South 56° 29' 53" East 155.00 feet to the most easterly corner of said Lot 7;

Thence along the southeasterly line of said Lot 7 and Lot 6, of said subdivision, South 33° 30' 07" West 215.05 feet to the most easterly corner of Lot 8;

Thence along the northeasterly line of said Lot 8, South 56° 17' 16" East 114.95 feet;

Thence continuing along said northeasterly line of Lot 8, South 56° 10' 25" East 161.83 feet;

Thence South 38° 57' 27" West 101.39 feet;

Thence South 51° 02' 33" East 21.59 feet to a point in the northwesterly line of a parcel conveyed to Pima County by the Town of Marana, known as the "Library Parcel", recorded in Docket 13295, page 2701;

continued

Thence along the said "library Parcel" the following courses and distances:

North 38° 57' 27" East 163.16 feet;

North 03° 42' 49" East 198.67 feet;

South 86° 17' 11" East 40.00 feet;

South 03° 42' 49" West 65.81 feet;

South 59° 19' 33" East 249.05 feet;

South 33° 42' 49" West 122.70 feet;

South 03° 42' 49" West 71.81 feet;

South 56° 17' 11" East 76.83 feet;

South 33° 42' 49" West 57.62 feet;

South 56° 41' 46" West 54.69 feet to a point in the easterly line of a parcel conveyed to Pima County and recorded in Docket 13139, page 3218;

Thence along the easterly line of said parcel, South 18° 17' 29" West 14.59 feet to the southeasterly corner of said parcel;

Thence along the southerly line of said parcel North 56° 29' 41" West 9.86 feet to the intersection with the southeasterly line of the "Library Parcel";

Thence along said "Library Parcel", South 56° 41' 46" West 144.12 feet to a point on the arc of a non-tangent curve, concave to the Southwest, having a radius of 425.00 feet, from which the radius point bears South 56° 43' 08" West;

Thence northwesterly along said "Library Parcel" and along the arc of said curve, to the left, through a central angle of 23° 35" 37" a distance of 175.00 feet, more or less, to the end of Mamie Kai Drive as shown on said plat of Parcels 56, 57, and 72, Continental Ranch;

Thence along the end line of said Mamie Kai Drive, South 30° 22' 22" West 50.06 feet to the boundary of Lot 9 of said Parcels 56, 57, and 71, Continental Ranch, said point also being a point of compound curvature, from which the radius point bears South 33° 29' 33" West 375.00 feet;

continued

Thence southeasterly and southerly along the boundary of said Lot 9, along the arc of said curve, to the right, through a central angle of 66° 42' 14" an arc length of 436.58 feet to a point of compound curvature;

Thence along said curve, to the right, having a radius of 25.00 feet, a central angle of 93° 17' 02" for an arc length of 40.70 feet to a point of reverse curvature;

Thence southwesterly along said curve, to the left, having radius of 225.00 feet, a central angle of 56° 25' 52" for an arc length of 180.78 feet to a point of tangency;

Thence South 47° 02' 56" West 109.00 feet to a point of curvature of a tangent curve, concave to the North;

Thence northwesterly along said curve, having a radius of 25.00 feet, a central angle of 88° 09' 20", for an arc length of 38.47 ft, more or less, to the northeasterly right of way line of Silverbell Road, said point being on a non-tangent curve, concave to the Southwest, from which the radius point bears South 45° 12' 17" West 1507.39 feet;

Thence southeasterly along the said curve and the right of way of Silverbell Road, through a central angle of 10° 51' 58" a distance of 285.88 feet to a non-tangent line;

Thence continuing along said Silverbell Road right of way line, South 33° 57' 02" East 400.00 feet to a point of curvature of a tangent curve concave to the North, having a radius of 880.00 feet;

Thence continuing along said Silverbell Road right of way line, along a curve to the left, through a central angle of 29° 47' 10", an arc length of 457.48 feet to a point of tangency;

Thence continuing along said Silverbell Road right of way line South 63° 43' 53" East 458.58 feet to a point of curvature of a tangent curve, concave to the South, having a radius of 1030.00 feet;

Thence continuing along said Silverbell Road right of way line, along said curve to the right, through a central angle of 26° 53' 25" for an arc length of 483.40 feet;

Thence North 55° 35' 05" East 1.43 feet;

Thence North 21° 37' 09" East 659.68 feet to a point on the southwesterly line of the Santa Cruz River, said point being on the arc of a non-tangent curve, concave to the Northeast from which the radius point bears North 43° 25' 52" East 2565.00 ft;

Continued

Thence along the arc of said curve, to the right, through a central angle of 23° 59' 24", for an arc length of 1073.98 feet to a point of tangency;

Thence North 22° 35' 33" West 203.03 feet to a point of curvature of a tangent curve, concave to the Southwest, having a radius of 2310.28 feet;

Thence along said curve, to the left, through a central angle of 08° 06' 35" for an arc length of 327.00 feet to a non-tangent line;

Thence South 89° 29' 33" West 16.17 feet;

Thence South 89° 30' 14" West 109.27 feet;

Thence North 33° 59' 05" West 109.17 feet;

Thence North 89° 28' 49" East 109.26 feet to a point on the arc of a non-tangent curve, concave to the Southwest, from which the radius point bears South 54° 44' 49" West 2,450.00 feet;

Thence along said curve, to the left, through a central angle of 21° 14' 57" for an arc length of 908.63 feet to a point of tangency;

Thence North 56° 30' 08" West 78.03 feet;

Thence South 33° 30' 07" West 100.11 feet;

Thence North 56° 27' 10" West 35.00 feet;

Thence South 33° 32' 02" West 120.08 feet to the **Point of Beginning;**

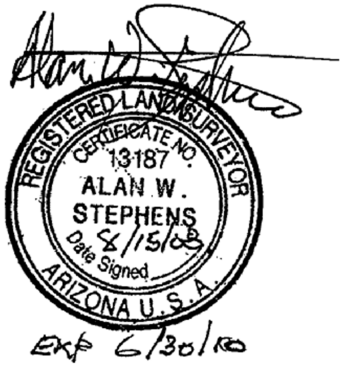


EXHIBIT B

ALL THAT CERTAIN REAL PROPERTY, SITUATE TN THE COUNTY OF PIMA, STATE OF ARIZONA, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SURVEY MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 27;

THENCE SOUTH 00 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 2629.68 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 27;

THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, A DISTANCE OF 30 FEET TO A POINT;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, A DISTANCE OF 25 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS WEST ALONG A LINE PARALLEL TO THE CENTER LINE OF BARNETT ROAD FOR A DISTANCE OF 100.00 FEET, TO A POINT;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST ALONG A LINE PARALLEL TO THE CENTERLINE OF LONG ADAMS ROAD FOR A DISTANCE OF 466.69 FEET TO A POINT;

THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF BARNETT ROAD FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LONG ADAMS ROAD;

THENCE SOUTH 00 DEGREES 14 MINUTES 15 SECONDS EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF LONG ADAMS ROAD A DISTANCE OF 466.69 FEET TO THE TRUE POINT OF BEGINNING.

MARANA MUNICIPAL PROPERTY CORPORATION (MMPC)
MEETING MINUTES
MARANA EXECUTIVE CONFERENCE ROOM
11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653
AUGUST 24, 2015, AT 1:00 PM

Board Members: David Bowen
Jeff Bronaugh
George Kennedy
Lori Malangone
Carol McGorray

Secretary:

A. CALL TO ORDER. Carol McGorray, opened the meeting at 1:02 p.m. As the former chair and only remaining member of the Marana Municipal Property Corporation from 2014, she chaired the meeting through Item E. 1.

B. PLEDGE OF ALLEGIANCE. Chairperson McGorray led the Pledge of Allegiance.

C. APPROVAL OF AGENDA. ***Motion to approve the agenda by Board Member Bowen, second by Board Member Bronaugh. Passed unanimously.***

D. CALL TO THE PUBLIC. There were no speaker cards presented.

E. ITEMS FOR DISCUSSION/POSSIBLE ACTION

E1 Appointment of Board Officers, including President, Vice President, and Secretary. ***Board Member Bowen made a motion to appoint Carol McGorray, George Kennedy and Lori Malangone President, Vice President and Secretary, respectively. Second by Board Member Bronaugh. Passed unanimously.***

E2 Approval of minutes for May 20, 2014 Marana Municipal Property Corporation Board of Directors Meeting. President McGorray announced that although she is the only remaining member of the previous board, upon review of the minutes all current members may vote on the 2014 minutes. ***Motion to approve by President McGorray, second by Vice President Kennedy. Passed unanimously.***

E3 MMPC Resolution No. 2015-01: Resolution of the Board of Directors of Town of Marana Municipal Property Corporation authorizing the execution and delivery by the Corporation of a fifth amendment to amended and restated Town lease and Series 1992 Town lease.

Michael Cafiso introduced himself and his associate Paul Gales, bond counsel from the firm of Greenberg Traurig, LLP. Mr. Cafiso provided context for the member on what a municipal property corporation does. Marana's municipal

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property corporation has been around for a long time and has helped the town do what it needs to do almost from incorporation. The way the laws are set up in Arizona, cities and towns can't go out and borrow money on their own, although there is case law that allows that to be done under certain circumstances. So to borrow money under Arizona law is to form a nonprofit corporation that has the ability to borrow money in the form of bonds to build things. That's what the Marana Municipal Property Corporation (MMPC) does. It has the ability to issue bonds. The proceeds of the sale of those bonds are used to finance things like this municipal complex. One of the first things this corporation did was to acquire the town hall building on Sanders Road.

The town's sales tax is the biggest revenue source but they can't use those funds to borrow money. So the MMPC uses the bond proceeds to buy or build a structure and leases the structure to the town, and the town makes lease payments equal to the debt service on the bonds used to make the purchase. For a good interest rate, however, investors say the first thing you need to pledge is the sales tax to make the payment. So all of the debt the MMPC currently has outstanding as its primary repayment source is its local sales tax. This gets you a really high rating when you become a bigger town like Marana has become. For instance, the corporation went from issuing bonds for the Sanders Road town hall to issuing bonds for this complex. This complex was financed through the MMPC.

So that's what the board of directors does for the corporation. The Board acts on behalf of the corporation. **Board Member Bowen** clarified that the corporation then binds the town or the town council to bonds the MMPC issues. **Mr. Cafiso** concurred. There will always be two actions that have to be taken for the MMPC to be able to do anything. The MMPC has to agree to issue bonds, and then the town council has to agree to pay for any MMPC action.

Mr. Cafiso went on to say that the town appreciates what the MMPC is doing to serve as board members for this entity. When the entity is formed, we are careful to limit the liability of the individuals serving on the board. That was done when the corporation was formed via the Articles of Incorporation and under the full extent of Arizona law for officers and directors of a nonprofit corporation. Secondly, the town indemnifies each board member by agreement through the various agreements that were entered into when the financings were done. So to the extent there ever was any culpability, board members would be indemnified and protected by the town through their insurance coverage.

The reason we are here today is that there are some administrative things that have to be done in addition to what he and Mr. Gales do. There are lease-back agreements which are fairly lengthy, complicated arrangements because you are borrowing large sums, and investors need to see things to lend the money to buy the bonds from the municipal property corporation.

There will be occasions when we need to get together and do something with the documents that we either didn't think of in advance or because circumstances have changed. We are here for the latter reason today. There are a couple of cell phone companies that want to put cell towers on real estate that is either owned by or leased to the town by the MMPC. To do that, the easiest thing to do is to ask the MMPC to consider amending those old lease agreements to release that property and small parcels of real estate that don't affect the repayment source of the bonds. It's just one of those things that happens over a period of time. **Jane Fairall** clarified that the town was approached to put equipment on the existing tower at Lon Adams. The town leases that property from the corporation. T-Mobile would like to lease space on the tower and on the ground for a shelter, and when they did their title report, they found that the town didn't own it; it was owned by the MMPC. And that's when the discussions started about to either get Board consent to the lease or release that particular piece from the lease-back so that the town will own it in fee and be able to lease it to T-Mobile.

Mr. Cafiso said this would be the easiest way to accomplish this activity – just have it released out from under the legal documents. The lease is just kind of a way to accomplish the transaction. The leased property isn't really the collateral. The investors look to the pledge of sales tax for that. So we need to have the formal action to accomplish this, assuming the board approves it and the Mayor and Council approves it. There will be a similar resolution asking them to approve so that the property can be released, the title company then shall clear title in the town, and the town can enter into the cell tower lease.

His office drafted the resolution before the Board today with the help of the town attorney's office. The first part of the resolution is really the history of the corporation. On pages 13-38 are the approval of the amendments and the authority for the board to execute as appropriate. Right now the only bonds outstanding are the Series 2008 bonds. On page 21 of 38 is the release of that portion of the property that was described in section one. Mr. Cafiso responded to a question from board member Bowen that the town owns the property but it's leased to the MMPC (**Jane Fairall** later clarified that the MMPC owns the property but it is leased to the town). **Mr. Cafiso** stated that the current agreement is basically the original lease or master document that was actually started before his time that's been supplemented for each additional transaction. Whenever we need to fix something, we do an amendment. If the MMPC was ever involved in another transaction, the town might come back and ask to do another supplement or separate lease purchase agreement for additional bonds.

President McGorray asked if the town was planning to issue debt for the new police complex. **Mr. Davidson** responded that there will be no bonds required for that facility. **Mr. Montague** said that the strategy is to avoid additional debt for that facility in lieu of some other possible future obligations. One of the things that Mr. Montague mentioned was that the MMPC allowed us to advance some significant projects in the past. However, the last couple of issuances

allowed us to shift the focus from a true MMPC issuance to a revenue obligation which we've done. So right now the current obligations or debt that's outstanding is tied into the 2008 Series A bonds. We have basically paid off the Series B portion of those bonds. There is a big difference between the MMPC and the revenue obligation. **Mr. Cafiso** said that revenue obligations sort of complicate things a little further. It's kind of the next generation of things. We were able to figure out a different structure where we didn't need to use MMPC bonds anymore. It basically started selling interests in the lease-purchase agreements themselves. Some MMPC's are still active. Others, like this one, probably won't be as active in the future. He said he thought the 2008 bonds are probably going to be outstanding at least until 2018.

Mr. Montague stated that refunding outstanding MMPC bonds is another matter that may come before the board. That was what happened in May of 2014. There was a need to refund or refinance a portion of those bonds which could happen in the future. We also have other significant improvements such as improvements to the wastewater treatment facility and other large improvements for major infrastructure that would be one of the options that we would evaluate in terms of whether it's advantageous to the town. (Ms. Fairall asked for clarification as to the corporation being the lessor. It was agreed that the town is the lessee rather than the lessor.)

Ms. Fairall stated that the action being taken today is to approve the amendment to the lease, making the town the lessee, and then on the September 1 Council agenda, there will be an agreement to amend the lease by the town which would be releasing this particular parcel from the lease and then deeding it back to the town. **Mr. Cafiso** said there are two ways to do it. One is if the town owns it then the town leases it to the MMPC. The other option is if the town doesn't own it, you use the cash to buy the land, then the MMPC takes title and the lease, too. So both parts have to be released. **Board Member Bowen** asked if the towers just want to add their presence. **Ms. Fairall** stated they want to rent some space on the existing tower. **Board Member Bowen** asked who owns the tower now. **Ms. Fairall** stated that it's subject to the lease-back. It was the town's property; the town put title in the MMPC under the lease-back to repay the bonds, and now this is the piece that can be released back to the town and then we can move forward with entering into the town lease with the cellular phone provider.

Mr. Cafiso stated that part of the reason for this formality is that there is a trustee that looks after the bond holders. So the group that's not involved at this point is Wells Fargo Bank, the trustee, and they watch out very carefully for the bond holders. Mr. Cafiso's firm has to give an opinion that everything is okay, so it's kind of a long, drawn out process.

President McGorray asked if there were more questions or if the board was ready for a motion. **Mr. Cafiso** said that the board is basically approving the document starting on page 8 of 38. **Ms. Fairall** stated that she did include a

suggested motion in the materials. ***Board Member Kennedy moved for approval of the motion as written, second by Board Member Bowen. Passed unanimously.***

F. EXECUTIVE SESSIONS

G. ADJOURNMENT. ***Motion to adjourn at 1:27 p.m. by Board Member Bronaugh, second by Board Member Bowen. Passed unanimously.***

I certify that the foregoing are the true and correct minutes of the Marana Municipal Property Corporation meeting held August 24, 2015. I further certify that a quorum was present.

_____

Lori Malangone, Secretary

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C8

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: September 1, 2015

Subject: Approval of August 4, 2015 Regular Council, August 11, 2015 Study Session, and August 26, 2015 Special Council Meeting Minutes (Jocelyn C. Bronson)

Attachments:
Draft Regular Council Minutes 08-04-2015
Draft Study Session Minutes 08-11-2015
Draft Special Council Meeting Minutes 08-26-2015

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 4, 2015 at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:02 p.m. **Town Clerk Bronson** called roll. **Council Members Bowen and Kai** were excused. There was a quorum present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE. Led by **Mayor Honea.**

APPROVAL OF AGENDA. ***Vice Mayor Post moved to approve the agenda, first removing item C2. Second by Council Member McGorray. Passed 5-0.***

CALL TO THE PUBLIC. Wally Smith, president of the Marana Foothills Optimist Club presented Marana police officer Kevin Litten with the Club's first "Bringing Out the Best of Kids" recognition award for his work with youth and children in the community in his off-duty time, and especially for his leadership, mentoring and passion for the Marana Police Explorer program.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS
No reports.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS
No report.

PRESENTATIONS

P 1 Presentation: Relating to Recreation; presentation regarding the 33rd El Tour de Tucson (Jocelyn Bronson). **Richard DeBernardis**, co-founder of the El Tour de Tucson, addressed Council and introduced the Tour's media director, **Marilyn Hall**. After a brief movie showcasing the tour, Mr. DeBernardis presented additional information and proposed a sponsorship opportunity for the Town using various media outlets.

CONSENT AGENDA. ***Motion to approve, removing item C2, by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously 5-0.***

C 1 Resolution No. 2015-077: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC, for the 2015-2016 fiscal year; and superseding Marana Resolution No. 2015-059 (Tony Hunter)

C 2 Resolution No. 2015-078: Relating to Administration; approving a business meals and food-related function expenses administrative directive and a travel and training administrative directive for application to Town of Marana elected and appointed officials; and superseding Marana Resolution 2009-89 as it relates to travel and training policies for the Town Council (Gilbert Davidson)

C 3 Resolution No. 2015-079: Relating to Public Works; approving and authorizing the Mayor to execute a supplemental intergovernmental agreement between the Town of Marana and the Town of Oro Valley to Accommodate Oro Valley Water Utility Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

C 4 Resolution No. 2015-080: Relating to Addressing; naming "Barnett Road" from Sandario Road to Sanders Road (Frank Cassidy)

C 5 Resolution No. 2015-081: Relating to Development; approving a preliminary plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A-D', generally located at the northeast intersection of W. Barnett Road and N. Sandario Road (Shannon Shula)

C 6 Approval of June 30, 2015 Special Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B 1 Resolution No. 2015-082: Relating to Boards, Commissions and Committees; making appointments to the Marana Municipal Property Corporation Board of Directors (Jane Fairall). **Ms. Fairall** presented this item noting that along with Council Members McGorray and Bowen, three citizens, George Kennedy, Lori Malangone and Jeff Bronaugh, applied for membership to this corporation. Staff recommends approval of these individuals so that the annual meeting of the board can occur. The terms will be for four years, expiring August 3, 2019. ***Motion to approve, as presented, by Council Member Ziegler, second by Vice Mayor Post. Passed unanimously 5-0.***

COUNCIL ACTION

A 1 PUBLIC HEARING: Ordinance No. 2015.016: Relating to Development; approving a rezoning of approximately 508 acres of land generally located one mile north of the north terminus of Thornydale Road from 'RD-180' Rural Development to 'F' Specific Plan for the purpose of establishing the Saguaro Ranch Specific Plan; approving a minor amendment to the Marana General Plan; and approving and authorizing the Mayor to execute the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement. (Brian Varney).

Mayor Honea opened the public meeting. **Brian Varney** presented, and noted that the item is for three separate requests. The first is a proposal to rezone approximately 508 acres within the Saguaro Ranch development to create the Saguaro Ranch specific plan. The second is a general plan amendment from rural density residential to a master planning area to accommodate the specific plan zoning. The third request is an amendment and restatement of the 2003 pre-annexation and development agreement, inclusive of the two amendments approved by the Council in 2004. He then gave a high level overview of the specific plan area and how it fits into the context of Saguaro Ranch. After his presentation, Mr. Varney noted that the applicant(s) were in the audience for questions. **Mayor Honea** asked for speakers from the public. There being no speakers, he closed the public hearing. ***Motion to approve by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously 5-0.***

A 2 Resolution No. 2015-083: Relating to Parks & Recreation; approving and authorizing the Mayor to execute the Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement. Presented by **Frank Cassidy**, who noted that essentially the agreement allows the town to use Leman's parking lot and the school to use ours as we have different peak hours of use. This will be especially useful during the town's special events such as 4th of July. He noted that this is in the form of a license, so if things don't work out, we would be able to give 30 days' notice and renegotiate the terms. But it looks like a good way to coordinate parking for both entities. ***Motion to approve as presented by Council Member McGorray, second by Vice Mayor Post. Passed unanimously 5-0.***

A 3 Relating to Real Estate; authorizing Town staff to proceed with the sale by public auction of approximately 2.1 acres of Town-owned land located at the southwest corner of Twin Peaks Road and Casa Grande Highway (Interstate 10); and approving terms and conditions for the sale. Presented **by Frank Cassidy**. He noted that about a year ago, Council approved the annexation of a parcel across from this one (Pioneer) which was then sold to San Joaquin. Tonight staff is asking for authorization to sell this small parcel, using the same outline that was used for the Pioneer remnant sale. He anticipates that it will probably be sold to one of the adjacent property owners. It is usable on its own, but more like purchased by Pioneer Materials or Best Block. If it is purchased by an adjoining property owner, staff is recommending that a condition of the sale would be for those property owners be annexed into the town. It has been a high priority to annex in this area. The terms of the conditions are in the agenda packet. ***Motion to direct staff to move forward with the sale of this property by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously 5-0.***

A 4 Relating to Annexation; Authorizing town staff to proceed with annexation of the Pioneer Materials property located at the southwest corner of Twin Peaks Boulevard and Interstate 10. Presented by **Frank Cassidy**. Staff has been speaking the Pioneer about annexing into the town. About one-third of the Pioneer property is already within the town limits. Pioneer is looking to redevelop the site, such as for a retail home improvement facility. When they do that, if they don't annex in, it will be confusing to figure out the point of sale in addition to the fact that they would like signage. They approached staff about putting signage on town property. Our response is that we would want them annexed in to be able to do that. That is how the remainder parcel discussion came about. So A2 and A4 kind of go together. This item will authorize the town to start pursuing the annexation of the Pioneer Materials property. The next step would be scheduling a public annexation hearing and gathering the signatures. ***Motion by Council Member Ziegler to authorize staff to begin the annexation process for the Pioneer Materials property, second by Council Member McGorray. Passed unanimously 5-0.***

A 5 Relating to Municipal Court; identifying candidates to be invited to interview for the position of Town Magistrate and directing staff to schedule interviews (Jane Fairall). Prior to discussion, **Mayor Honea** asked for a motion to go into executive session. See below.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D 1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS. ***Motion to go into executive session at 7:45 p.m. on Items E2 and E4 by Vice Mayor Post, second by Council Member McGorray. Passed unanimously 5-0. Council reconvened in public session at 8:36 p.m.***

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E 1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

E 2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Marana Municipal Property Corporation Board of Directors. Executive session commenced at 7:45 p.m. and concluded at 8:04 p.m. ***Motion by Mayor Honea, second by Council Member Comerford to direct staff to bring this item back to the Study Session on August 11, 2015. Passed unanimously 5-0.***

E 3 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion and consideration of applicants for the position of Town Magistrate.

E 4 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with the Town's attorneys in order to consider the Town's position and instruct its attorneys regarding settlement discussions conducted in order to avoid or resolve litigation relating to the April 14, 2015 notice of claim filed on behalf of Rancho Palomita Advisors, L.L.C. and Landmark Title Assurance Agency of Arizona, LLC Trust 18206-T concerning the "Public Water Infrastructure Participation Agreement" approved on August 5, 2014 by Marana Resolution No. 2014-074. Executive session commenced at 8:05 p.m. and concluded at 8:34 p.m. ***Motion by Vice Mayor Post, second by Council Member Comerford to authorize staff to proceed as discussed in executive session. Passed unanimously 5-0.***

FUTURE AGENDA ITEMS

Notwithstanding the mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT. ***Upon motion by Vice Mayor Post, second by Council Member McGorray, the meeting was adjourned at 8:37 p.m. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on August 4, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

STUDY SESSION
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 11, 2015, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

STUDY SESSION

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 6:00 p.m. **Town Clerk Bronson** called roll. **Council Members Kai and Ziegler** were excused. There was a quorum present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE. Led by **Mayor Honea.**

APPROVAL OF AGENDA. ***Motion to approve as presented by Council Member McGorray, second by Vice Mayor Post. Passed unanimously 5-0.***

CALL TO THE PUBLIC.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D 1: Relating to Marana Regional Airport; presentation and discussion regarding updating the Airport Master Plan and developing a Business Plan for the Airport. **Steve Miller** introduced Charlie McDermott and Jenny Watts from Armstrong Consultants, the Senior Airport Project Manager and Airport Planner, respectively, then gave a brief overview of the current airport infrastructure today. One of the reasons for updating the master plan is that we should be at 172,000 operations and 400 based aircraft. Those are two benchmarks used in forecasting as well as infrastructure improvements. The airport is one of eight general aviation airports in Arizona and the only one without a control tower. He reviewed the revenue sources which are land leases, fuel flowage fees, aircraft parking fees and event fees. Expenses are related to administration, maintenance, professional services and advertising. There are fifteen businesses

located at the airport. With respect to economic impact – Marana contributes $15.9M in direct and indirect impact.

Current projects started in 2015 are the business plan and airport master plan, airport GIS survey, rates and charges analysis, pavement preservation and a wildlife hazard study. There are about 59 signs in various stages of deterioration – some up to 25 years old. Sign replacement started in January and will conclude next May. Staff has not yet submitted the 2017 CIP schedule such as ramp rehabilitation projects at a cost of $6.8M. Other projects are runway extension and rehabilitation, new terminal building, lighting and land acquisition from Arizona State Land of about $24M.

Charlie McDermott spoke regarding the master plan. He reviewed what the goal is to meet all current FAA design standards and the future developments are safe. It is a 20-year plan which includes a financial development plan to capture the future CIP projects. An airport layout plan will also be included to pinpoint where development can occur. Three committees are in place: the planning advisory committee, a technical advisory committee and a strategic business plan advisory committee. He discussed the roles of each committee. Mr. McDermott discussed the difference between a master plan and a business plan. When they are done in parallel, they work very well together. The Council's involvement will be oversight of the process, as liaison to the community, feedback to the committee and final approval of the Airport Layout Plan. Staff and consultants will also be coming back to Council for a resolution approving the master plan in about a year. There is also a public involvement component to the master plan during the latter part of the master plan. Press releases and email blasts will also be incorporated. An executive summary brochure will be created. He then gave the timeline for completion. The first committee meeting will be next week.

Council Member Bowen asked about the government's trend of downsizing military airports and if that will affect our airport. Mr. McDermott noted that funding has always been a challenge. There could be a gap in funding. They will also be looking at whether two reliever airports are needed for TIA. Funds come from federal dollars and through ADOT. **Steve Miller** said he anticipates that this plan will be more realistic than the last plan which was very ambitious. The land lease part of the project is about 85% of the project. From a safety perspective, they are looking at the control tower again. The town's issues which are unique are related to Pinal Air Park and the Marana Airport being in each other's air space. They are looking at a control tower that could be located at the Pinal Air Park. It will most likely be part of the 20-year plan. **Council Member Comerford** asked if a quarterly report could be given to Council rather than the annual report. **Mr. Miller** said that Council will be apprised regularly through updates from committees. **Council Member McGorray** asked if there was a way to replace signs now. Mr. Miller noted that they aren't for aircraft in the air; more for ground signs. The design phase of the sign plan is nearly ready to go out to bid. When the aerial mapping or imagery is complete, that will include nautical miles out to determine obstructions today and what may penetrate any of the air space. This can be used for future evaluations. **Mr. McDermott** also addressed a question about a Part 150 noise study and land use. The noise study is not being updated as part of this project.

D 2: Resolution No. 2015-084: Relating to Development; releasing the assurances for San Lucas Block 12 and accepting public improvements for maintenance. Keith Brann presented this item, noting that normally it would be on the Consent Agenda. However, study sessions have no provision for Consent items. ***Motion to approve by Vice Mayor Post, second by Council Member McGorray. Passed unanimously 5-0.***

D 3: Relating to Development; approving and authorizing the Town Manager to sign an agreement with Rancho Palomita Advisors in settlement of the Notice of Claim dated April 14, 2015. Frank Cassidy presented this item, noting that this agreement is the formalization of the settlement discussed at last week's meeting. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 5-0.***

D 4: Relating to Municipal Court; identifying candidates to be invited to interview for the position of Town Magistrate and directing staff to schedule interviews (Jane Fairall)

Council went into executive session on this item. The public meeting resumed at 6:55 p.m. ***Motion by Mayor Honea, second by Vice Mayor Post to interview candidates Eugene Hays, Laine Sklar and Henry Gooday. Passed unanimously 5-0.***

EXECUTIVE SESSIONS. ***Motion to go into executive session on item E. 2 at 6:38 p.m. by Vice Mayor Post, second by Council Member McGorray. Passed unanimously 5-0.***

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E 1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

E 2: Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion and consideration of applicants for the position of Town Magistrate.

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Upon motion by Vice Mayor Post, second by Council Member Bowen, the meeting adjourned at 6:57 p.m. Passed unanimously 5-0.***

I hereby certify that the foregoing are the true and correct minutes of the study session/presentation of the Marana Town Council meeting held on August 11, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
2nd Floor Board Room, Marana Municipal Complex
Wednesday, August 26, 2015, at or after 11:30 A.M.

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

SPECIAL COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 11:57 a.m. **Town Clerk Bronson** called roll. All Council Members were present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE. Led by **Mayor Honea.**

APPROVAL OF AGENDA. ***Motion to approve the agenda by Council Member Ziegler, second by Vice Mayor Post. Passed unanimously.***

CALL TO THE PUBLIC. No speaker cards were presented.

Prior to executive session, **Mayor Honea** described the format for the interviews. Ms. Fairall will read five standard questions to each candidate. The questions are listed in the Council briefing packets. Council Members may ask questions in addition to these, but any question posed to one candidate should be asked of all candidates so that there can be a fair comparison of the candidate responses.

EXECUTIVE SESSIONS. ***Motion to go into executive session on Item E.1 at Noon by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously.***

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1: Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration and interviews of candidates for the position of Town Magistrate.

E2: Executive Session pursuant to A.R.S. § 38-431.03(A)(3); Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

COUNCIL ACTION. The public session resumed at 2:31 p.m. with all Council Members present.

A1: Relating to Municipal Court; discussion and consideration of candidates for the position of Town Magistrate; direction to staff regarding negotiations with top candidate.

Vice Mayor Post left the room during the executive session for personal reasons from 1:50 p.m. to 2:20 p.m. ***Motion to direct staff to do background and reference checks and negotiate a contract with the top candidate as discussed in executive session by Council Member McGorray, second by Council Member Bowen. Passed unanimously.***

ADJOURNMENT. ***Motion to adjourn at 2:32 p.m. by Council Member Bowen, second by Council Member Kai. Passed unanimously.***

CERTIFICATION. I hereby certify that the foregoing are the true and correct minutes of the public session of the Special Council Meeting held on August 26, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B1

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: September 1, 2015

Strategic Plan Focus Area:
Community

Subject: Relating to Boards, Commissions and Committees; selecting three potential topics for the Fall 2015 Marana Citizens' Forum (Jocelyn C. Bronson)

Discussion:

On November 18, 2014, the Council adopted updates to the Marana Citizens' Forum process. Included in those updates was a modification to the process of choosing a topic for the Forum delegates. Pursuant to the updated process, potential Forum topics may be submitted by the Forum delegates, Council Members and Town staff. The Council will consider potential topics, and each Council Member will be asked at a Council meeting to identify his or her top three preferences which will then be tallied to arrive at the top three topics.

Town staff will prepare a brief background report for each of the three Council-approved topics to provide context for the topics, and the topics and background reports will be presented to the Forum at the orientation meeting, which will be September 24, 2015. A topic will be selected by a vote of the Forum. Topics not selected will be returned to the topic list, if applicable.

The suggested topics include:

1. Business retention in Marana
2. Citizen engagement in the budget process
3. Art in public spaces
4. Voter turnout improvement
5. Community survey
6. Marana sustainable revenue sources
7. Parks & Recreation programming
8. Crime & Trends

At tonight's meeting, each Council Member will be asked to select his or her top three choices; Council Member votes will then be tallied, and the top three topics will be presented to the Forum to select a single session topic. Staff will present the three approved topics to the Forum delegates at the September 24, 2015 orientation meeting, and the delegates will select their topic for deliberation during the Fall 2015 session. The Topic Voting Matrix is attached.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

No motion is necessary. Pursuant to the procedure adopted by council on November 18, 2014, after tallying the Council Member's topic selections, staff will forward the top three topics to the Forum for the Fall 2015 session.

Attachments: Fall 2015 Topics

MARANA, ARIZONA
YOUR TOWN CITIZENS' FORUM

Council, please select your top 3 topic preferences for the Citizens' Forum in order of importance to you.

Topic	Selection
1. **Business Retention in Marana –** identify what efforts are currently being done and are successful, as well as create new potential methods of outreach and/or programs to increase efforts to ensure that Marana businesses have the resources to maintain or expand.	
2. **Citizen engagement in the budget process –** development of an outreach program to actively engage citizens in the budget process	
3. **Art in public spaces –** as part of community beautification OR development of a public art program	
4. **Voter turnout improvement –** outreach program aimed at engaging citizens	
5. **Community survey** - development of a community wide survey to ascertain information on the satisfaction of citizens with the services provided by the Town, as well as areas of improvement. Develop target audiences for the survey, identify methods of delivery, craft survey questions, etc.	
6. **Marana sustainable revenue sources –** identify potential sustainable revenue sources for Marana to be recommended for implementation	
7. **Parks & Recreation programming –** do we have the right mix of programs? If not, what is that correct mix and what programs would complement such a mix?	
8. **Crime and Trends** - identification of certain types of crimes, as well as accompanying trends (dates, frequency, location of crimes), and who commits these crimes. Identification of potential ways to solve the issues and abate the crimes.	

TOWN OF MARANA
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11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B2

To: Mayor and Council

From: Laine Sklar, Senior Assistant Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2015-092: Relating to Boards, Commissions and Committees; making a pro-tem appointment to the Town of Marana Personnel Action Review Board (Kisha McCabe)

Discussion:

The terms of two Marana Personnel Action Review Board (PARB) members expired on August 18, 2015. There is a hearing before the PARB set on September 9, 2015, and with the expiration of those two terms, there is not a sufficient number of eligible PARB members to conduct the appeal hearing. There is also insufficient time to conduct the appointment process pursuant to Section 2-6-2 of the Marana Town Code. Section 5-7-8 of the Town of Marana Personnel Policies and Procedures provides that the Town Council may appoint pro-tem members as needed to ensure appropriate representation on the PARB.

Connie Steinman was appointed to the PARB on December 16, 2014, to serve out the remaining term of a vacant PARB position through August 18, 2015. Ms. Steinman is available to serve on the Board for the September 9 hearing. Approval of this resolution would appoint Connie Steinman as a pro-tem member of the PARB while the process to appoint a new member to the Board takes place.

Staff Recommendation:

Staff recommends approval of Resolution 2015-092.

Suggested Motion:

I move to adopt Resolution 2015-092, appointing Connie Steinman as a pro-tem member of the PARB.

Attachments: Resolution 2015-092

MARANA RESOLUTION NO. 2015-092

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; MAKING A PRO-TEM APPOINTMENT TO THE TOWN OF MARANA PERSONNEL ACTION REVIEW BOARD

WHEREAS Chapter 5 of the Town of Marana Personnel Policies and Procedures establishes the Personnel Action Review Board (PARB), and sets forth the requirements for the appointment of members by the Town Council and the terms of the PARB members; and

WHEREAS the terms of two members of the PARB have recently expired; and

WHEREAS there is a hearing before the PARB set to be heard on September 9, 2015; and

WHEREAS there is an insufficient number of PARB members to conduct the appeal hearing; and

WHEREAS Section 5-7-8 of the Town of Marana Personnel Policies and Procedures provides that the Town Council may appoint pro-tem members as needed to ensure appropriate representation on the PARB for an appeal hearing; and

WHEREAS the Mayor and Council desire to appoint a pro-tem member of the PARB and find that the appointment addressed by this resolution is in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Connie Steinman is appointed as a pro-tem member of the PARB for the purposes of conducting the PARB hearing scheduled for September 9, 2015.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A1

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-093: Relating to Facilities; naming the bridge located on Thornydale Road over the Cañada del Oro Wash the "Hurvie Davis Bridge" (Jocelyn Bronson)

Discussion:

The Town Council adopted Resolution No. 2007-137 establishing guidelines and procedures for the naming of town-owned facilities. Under the guidelines for Commemorative Naming, one of the criterion is that "when honoring a person by naming a facility after that person, he/she should be someone who had a significant association with the facility being named or the geographic area in which it is located...." Town staff recommends that the Council honor Hurvie Davis under these guidelines.

Mr. Davis was employed by the Town from September 9, 1992 through May 29, 1998, and served as Town Manager during that time. When he joined the Town, his career in government had been dedicated primarily to transportation, previously serving as the director of transportation for the City of Tucson for many years. Shortly after joining the Town, Mr. Davis became involved in the annexation project known as the "Golden Triangle," the two-mile area bounded by Orange Grove, Ina and Thornydale Roads. Through his many professional associations, Mr. Davis was instrumental in securing the final signature needed to complete the annexation, and on September 29, 1993, the area became Marana's central business district and the catalyst for the economic growth the Town is now experiencing.

After the annexation was complete, Mr. Davis worked with Council to establish the 15-member Business Advisory Committee (BAC), which eventually became known as the Business and Economic Development Advisory Committee. The BAC was the first opportunity businesses in the newly-annexed area had to weigh in on decisions such as public safety, traffic, roads and signage related to their businesses. Mr. Davis also worked tirelessly with former Mayor Ora Mae Harn to secure protection for residents from the annual flooding of the Santa Cruz River.

The Town desires to honor Mr. Davis' significant contributions to the Town by naming the bridge on Thornydale Road over the Canada del Oro Wash the "Hurvie Davis Bridge." This recognition reflects not only Mr. Davis' career in the transportation industry but his commitment to the future of Marana and the safety and protection of businesses and residents.

Staff Recommendation:

Staff recommends approval of Resolution No. 2015-093, renaming the bridge on Thornydale Road over the Canada del Oro Wash the "Hurvie Davis Bridge."

Suggested Motion:

I move to adopt Resolution No. 2015-093, naming the bridge on Thornydale Road over the Canada del Oro Wash the "Hurvie Davis Bridge."

Attachments: Resolution 2015-093

MARANA RESOLUTION NO. 2015-093

RELATING TO FACILITIES; NAMING THE BRIDGE LOCATED ON THORNYDALE ROAD OVER THE CAÑADA DEL ORO WASH THE "HURVIE DAVIS BRIDGE"

WHEREAS on August 7, 2007, the Marana Town Council adopted Resolution No. 2007-137 establishing guidelines and procedures for the naming of Town-owned facilities; and

WHEREAS Hurvie Davis was employed by the Town of Marana from September 9, 1992 through May 29, 1998, and served as Town Manager during that time; and

WHEREAS Mr. Davis' career was dedicated to government service and in particular to transportation issues in the region; and

WHEREAS Mr. Davis was instrumental in the Town's annexation of the two-mile area bounded by Orange Grove, Ina and Thornydale Roads, and the area became Marana's central business district and the catalyst for the economic growth the Town is now experiencing; and

WHEREAS in compliance with the guidelines and procedures set forth in Resolution No. 2007-137, the Town Council has determined that it is appropriate to name the bridge located on Thornydale Road over the Cañada del Oro Wash the "Hurvie Davis Bridge" to commemorate the significant contributions Hurvie Davis has made to the Marana community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the bridge located on Thornydale Road over the Cañada del Oro Wash is hereby named the "Hurvie Davis Bridge."

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of this resolution, including the posting of appropriate signage for the bridge.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A2

To: Mayor and Council

From: Brian Varney, Planner II

Date: September 1, 2015

Strategic Plan Focus Area:
Commerce, Community

Subject: PUBLIC HEARING: Ordinance No. 2015.017: Relating to Development; approving and authorizing the Mayor to execute the Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista (Brian Varney)

Discussion:

The Town and the former owners of the Willow Ridge development entered into the Willow Ridge Development Agreement (the "Agreement") adopted by the Town Council by Resolution 2004-49 on April 20, 2004. A portion of the development regulated by this agreement was platted as the Willow Ridge Custom Lots subdivision generally located south of Cortaro Farms Road and east of Sandy Desert Trail. The current owners of this 30.6-acre subdivision applied to the Town for a rezoning, which the Town Council approved by the adoption of Ordinance 2015.008 (the "Willow Vista Rezoning") on April 7, 2015.

The proposed Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista (this "Amendment") is intended to provide, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure for the Willow Vista subdivision. The Amendment applies only to the 30.6 acre Willow Vista development. The owner of Willow Vista will develop the land as a single-family residential development not to exceed 69 residential lots and other uses in accordance with Ordinance 2015.008 (the "Willow Vista Rezoning") and the Amendment.

Overview of the Amendment

The specific terms of development are detailed within the proposed Amendment; however, the following revisions are included:

1. The Amendment requires the owner to, among other things, pay development impact fees adopted pursuant to A.R.S. 9-463.05 and applicable to Willow Vista at the time

payment is due.
2. The owner is obligated to pay the South Transportation Impact Fee applicable to Willow Vista at the time payment is due.
3. The Willow Ridge Mitigation In-Lieu Fee in the existing Agreement is reduced from $6,400 per lot to $2,537 per lot for the Willow Vista project. ($5,000 of the $6,400 fee is transferred to Pima County for open space acquisition. The $2,537 amended fee takes the $5,000 fee that would have been transferred to Pima County for 35 lots and divides it by the 69 lots now proposed for the development. The remaining $1,400 of the $6,400 fee is now covered by Town development impact fees that did not exist in 2004, when the existing Agreement was executed.)
4. It is acknowledged that the developer's obligations regarding the design and construction costs associated with Cortaro Farms Road (Paragraph 2.3 of the Agreement) have been satisfied.
5. The Water and Wastewater utilities obligations (Paragraphs 2.4 and 2.5 of the Agreement) shall remain in force
6. The requirement for on-site private recreational facilities has been deleted and will not be required for Willow Vista, as the proposed density of 2.25 residences per acre does not require such facilities.
7. The requirement for the School Improvement Contribution Fee of $1,200 per residential lot (Paragraph 2.8 of the Agreement) shall remain in force.
8. Article 3. Environmental Sensitivity of the existing Agreement shall remain in force.
9. Article 4 of the existing Agreement shall remain in force.
10. The period of protected development rights (Article 5) has expired.
11. Article 6: Future Impact Fees has been replaced by the Town's obligation to provide such development impact fee credits for Willow Vista as provided by Arizona law.

Reduction of the mitigation fee pursuant to this Amendment is dependent and conditioned upon approval of the Willow Ridge Mitigation Fee IGA Amendment, which is addressed by a separate item on tonight's agenda.

Planning Commission Recommendation:
The Planning Commission heard the request for the proposed Amendment at a public hearing held on July 29, 2015. By a vote of 6-0, the Commission voted to adopt Planning Commission Resolution 2015-02 recommending that the Town Council approve the Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista. The Planning Commission's findings are contained in the Resolution, which is provided in the backup materials for this item.

Staff Recommendation:

Staff recommends approval of the Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista based upon the findings contained in Planning Commission Resolution 2015-02.

Suggested Motion:

Staff recommends that the Town Council move one of the following options:

OPTION 1: I move to adopt Ordinance 2015.017, as presented by staff.

OPTION 2: I move to adopt Resolution 2015.017, as presented by staff, subject to the following modifications (add as necessary).

Attachments:
Ordinance 2015.017
Exhibit A - legal description
Location Map
Exhibit B - Amendment of the Willow Ridge Development Agreement
Planning Commission Resolution 2015-02
Willow Ridge Development Agreement

MARANA ORDINANCE NO. 2015.017

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT OF THE WILLOW RIDGE DEVELOPMENT AGREEMENT AS IT APPLIES TO WILLOW VISTA

WHEREAS, the Mayor and Town Council approved the Willow Ridge Development Agreement by the adoption of Resolution 2004-49 on April 20, 2004; and

WHEREAS Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust 60,411 only and not in its corporate capacity (the "Owner"), owns the approximately 30.6 acres of the Willow Ridge development described on "Exhibit A" attached to and incorporated in this ordinance by this reference and referred to as "Willow Vista"; and

WHEREAS the Marana Planning Commission held a public hearing on July 29, 2015 and voted 6-0 to recommend that the Town Council approve the Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista; and

WHEREAS the Mayor and Town Council held a public hearing on September 1, 2015, and determined that the Amendment to the Willow Ridge Development Agreement as it applies to Willow Vista, attached as "Exhibit B" to and incorporated in this ordinance by this reference, is consistent with the Marana General Plan, applicable zoning regulations, and relevant Town policies; and

WHEREAS the Mayor and Town Council find the terms and conditions of the Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista are in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, the Amendment of the Willow Ridge Development Agreement as it applies to Willow Vista, attached to and incorporated by this reference in this ordinance as Exhibit B, for and on behalf of the Town of Marana.

SECTION 3. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 1st day of September 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lots 1 through 35, inclusive and Common Areas A, B, C and D, of WILLOW RIDGE CUSTOM LOTS, a subdivision of Pima County, Arizona, according to the map of record in the Office of the Pima County Recorder in Book 63 of Maps and Plats at Page 5.

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

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W E
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300m
1000ft

PCM1501-001 Amendment to Willow Ridge Development Agreement

This map was generated from the Town of Marana's GIS Web mapping system and is to be used for reference use only. GIS data is constantly changing so layers that appear on this map may or may not be accurate or current depending on the date and time this map was created.

AMENDMENT OF THE WILLOW RIDGE DEVELOPMENT AGREEMENT AS IT APPLIES TO WILLOW VISTA

(Town of Marana, Arizona)

THIS AMENDMENT OF THE WILLOW RIDGE DEVELOPMENT AGREEMENT AS IT APPLIES TO THE WILLOW VISTA DEVELOPMENT PROJECT (this "Amendment") is made and entered into by and between THE TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,411 only and not in its corporate capacity (the "Owner"). The Town and the Owner are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the then-owners of the "Willow Ridge" development project, located immediately south of Cortaro Road and just over a half mile east of I-10, entered into the "Willow Ridge Development Agreement" recorded in the office of the Pima County Recorder on April 30, 2004, at Docket 12292, Page 6664 (Sequence 20040841065).

B. A portion of the Willow Ridge development project was originally platted as the 35-lot "Willow Ridge Custom Lots" subdivision, recorded in the office of the Pima County Recorder on September 6, 2007, at Book 63 of Maps and Plats, Page 5 (Sequence 20071730602), the land area of which is referred to in this Amendment as "Willow Vista."

C. The Owner is the current owner of Willow Vista, and is the successor-in-interest to the "Developer" under the Willow Ridge Development Agreement with respect to Willow Vista.

D. Paragraph 2.2 of the Willow Ridge Development Agreement obligates the Owner to pay the Town an open space, park and trail system contribution of $6,400 for each residential lot within the Property, payable upon the issuance of a building permit for construction of a residence on that lot, to be used by the Town to acquire, maintain, enhance and improve lands in the general vicinity of the Willow Ridge project for the purposes of passive recreation, open space preservation, habitat restoration, and disturbance mitigation (the "Willow Ridge Mitigation In-Lieu Fee").

E. The Town and Pima County entered into an Intergovernmental Agreement to provide Mitigation Funding for Wildlife Corridors in the Marana Area dated January 9, 2007, and recorded with its authorizing resolutions in the office of the Pima County Recorder on January 16, 2007, at Docket 12971, Page 5921 (Sequence 20070101251) (the "Original Mitigation Funding IGA").

F. The Original Mitigation Funding IGA provided for the Town to transfer to the County $5,000 per lot of the Willow Ridge Mitigation In-Lieu Fee for the County's purchase of environmentally sensitive lands identified and referred to as the "Wildlife Corridors" in the Original Mitigation Funding IGA.

G. Willow Vista has not been developed, and the Owner contends that it cannot feasibly be developed as a 35-lot subdivision for reasons including the general non-marketability of half-acre lots, especially in that geographic area; the high cost per lot of subdivision development and infrastructure on that particular site; and the high cost per lot of fees, including the Willow Ridge Mitigation In-Lieu Fee.

H. On April 7, 2015, the Marana Town Council adopted Ordinance No. 2015.008 (the "Willow Vista Rezoning"), rezoning Willow Vista to Marana R-6 zoning (single-family residential, minimum lot size 6,000 square feet) to accommodate a 69-lot residential project (the "Willow Vista Project."

I. The Town has approved and is awaiting Pima County approval of an amendment to the Original Mitigation Funding IGA (the "Mitigation Funding IGA Amendment"), which reduces the amount of the Willow Ridge Mitigation In-Lieu Fee funding the Town shall transfer to Pima County from $5,000 per lot to $2,537 per lot as it applies to Willow Vista.

J. The Town's approval of the Willow Vista Rezoning and this Amendment are based in part on the Town's acknowledgment of the Owner's contentions listed in recital G above.

K. A portion of the Willow Ridge Mitigation In-Lieu Fee as set forth in the Willow Vista Development Agreement has now been offset by later-adopted and amended development impact fees payable by the Owner, making it appropriate to eliminate the portion of the Willow Ridge Mitigation In-Lieu Fee that would otherwise be retained by the Town.

L. These are the development impact fees adopted by the Town of Marana pursuant to A.R.S. § 9-463.05 and applicable to Willow Ridge after the effective date of this Amendment:

(A) South Transportation Impact Fee, $3,465 per lot

(B) Park Impact Fee, $2,461 per lot

(C) Water Infrastructure Impact Fee, $2,457 per lot

(D) Water Resource Impact Fee, $1,771 per lot

M. The Parties wish to clarify and address various other terms and conditions of the Willow Ridge Development Agreement that have now been satisfied, completed, or superseded.

N. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

O. This Agreement is consistent with the portions of the Town's General Plan applicable to Willow Vista.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Amendment, the Parties hereby agree as follows:

1. *Scope of this Amendment.* This Amendment applies only to Willow Vista, being that portion of the Willow Ridge development project originally platted as the 35-lot "Willow Ridge Custom Lots" subdivision, recorded in the office of the Pima County Recorder on September 6, 2007, at Book 63 of Maps and Plats, Page 5 (Sequence 20071730602).

2. *The "Property."* When interpreting the terms and conditions of the Willow Ridge Development Agreement that continue to apply to Willow Vista after this Amendment, the term the

"Property" as used in the Willow Ridge Development Agreement shall have the same meaning as "Willow Vista."

3. *Applicable Development Regulations.* The term "Applicable Development Regulations" as defined in paragraph E of the Willow Ridge Development Agreement Recitals is hereby amended to replace subparagraphs "i)" and "ii)" with the following:

(A) The Marana Land Development Code (including the written rules, regulations, procedures, and other policies relating to development of land, whether adopted by the Mayor and Council or by Town Staff) as it exists as of the date of this Amendment (collectively the "Marana Development Code"); establishing, among other things, the type of land uses, location, density and intensity of such land uses, and community character of the Property; providing for, among other things, the development of a variety of housing, commercial and recreation/open space opportunities; and establishing neighborhood and residential design guidelines.

(B) The conditions of Marana Ordinance No. 2015.008, adopted on April 7, 2015 (the "Rezoning").

4. *Development impact fees*. The Owner shall pay all Town of Marana development impact fees adopted pursuant to A.R.S. § 9-463.05 and applicable to Willow Vista at the time payment is due.

5. *Transportation impact fee.* Paragraph 2.1 of the Willow Ridge Development Agreement is hereby replaced with the Owner's obligation to pay the South Transportation Impact Fee applicable to Willow Vista at the time payment is due.

6. *Open space, park, and trail system contribution*. The Willow Ridge Mitigation In-Lieu Fee (see recital D above) is reduced from $6,400 per lot to $2,537 per lot for the Willow Vista Project.

7. *Cortaro Road design and construction costs*. The Parties acknowledge that the Developer's obligations under paragraph 2.3 of the Willow Ridge Development Agreement have been fully satisfied.

8. *Water and wastewater utilities*. Paragraphs 2.4 and 2.5 of the Willow Ridge Development Agreement shall remain in force and continue to apply to Willow Vista, except that the "Applicants" is changed to the "Owner."

9. *Onsite private recreational facilities*. Paragraph 2.6 is hereby deleted as it applies to Willow Vista. The Willow Vista Project has a gross density of 2.25 residences per acre. The 185 square foot per lot onsite private recreational facilities requirement of Marana Land Development Code section 06.03.02 paragraph I does not apply to residential projects with a density less than 3.0 dwelling units per gross acre.

10. *Fire protection*. The Parties acknowledge that the Owner's obligations under paragraph 2.7 of the Willow Ridge Development Agreement have been fully satisfied.

11. *School land*. Paragraph 2.8 of the Willow Ridge Development Agreement shall remain in force and continue to apply to Willow Vista, except that the "Applicants" is changed to the "Owner.".

12. *Environmental sensitivity*. Article 3 of the Willow Ridge Development Agreement shall remain in force and continue to apply to Willow Vista, except that the "Applicants" is changed to the "Owner."

13. *Cooperation and alternative dispute resolution*. Article 4 of the Willow Ridge Development Agreement shall remain in force and continue to apply to Willow Vista, except that the "Applicants" is changed to the "Owner" and the initial representative for the Owner shall be Joe Heater.

14. *Protected development rights*. The Parties acknowledge that the period of protected development rights under Article 5 of the Willow Ridge Development Agreement has lapsed.

15. *Future impact fees*. Article 6 of the Willow Ridge Development Agreement is hereby replaced by the Town's obligation to provide such development impact fee credits for the Willow Vista Project as provided by Arizona law.

16. *Notices and filings*. Notices to the Owner under Article 7 of the Willow Ridge Development Agreement shall be made as follows:

To the Town:	Gilbert Davidson, Town Manager 11555 West Civic Center Drive Marana, Arizona 85653
With a copy to:	Marana Town Attorney 11555 West Civic Center Drive Marana, Arizona 85653
To the Owner:	FIDELITY NATIONAL TITLE AGENCY, INC. Trust No. 60,411 6245 East Broadway, Suite 180 Tucson, Arizona 85711
With a copy to:	HEATER INVESTMENTS, INC. 401K PSP Attn: Joe Heater 7486 North Secret Canyon Drive Tucson, Arizona 85718

17. *General terms and conditions*. Article 8 of the Willow Ridge Development Agreement shall remain in force and continue to apply to Willow Vista, except that the terms the "Developer" and the "Applicants" are changed to the "Owner."

18. *Term*. Applying paragraph 8.2 of the Willow Ridge Development Agreement, this Amendment and the Willow Ridge Development Agreement terminate on September 14, 2024—the twentieth anniversary of the effective date of the Willow Ridge Development Agreement. The effective date of the Willow Ridge Development Agreement was tied to the effective date of Marana Ordinance 2004.07, which was adopted on April 20, 2004, but did not become effective until after it was approved via referendum by the voters as Proposition 400 on September 7, 2004. The canvass of votes for the September 7, 2004, referendum on Proposition 400 was approved on September 14, 2004.

19. *Effective date*. This Amendment is effective on the last of the following to occur:

(A) The effective date of the Marana resolution approving and authorizing the Mayor to sign this Amendment

(B) The date this Amendment is recorded in the office of the Pima County Recorder

(C) The effective date of the Pima County Board of Supervisors resolution approving and authorizing the Board Chair to sign the Mitigation Funding IGA Amendment (see recital I above)

20. *Conflict of Interest.* This Amendment is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below their respective signatures.

The "Town":
TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

The "Owner":
FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,411 only and not in its corporate capacity

By: _____

Its: _____

Date: _____

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by _____, _____ of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,411 only and not in its corporate capacity.

(Seal)

_____
Notary Public

MARANA PLANNING COMMISSION
RESOLUTION NO. 2015-02

A RESOLUTION OF THE TOWN OF MARANA PLANNING COMMISSION, MAKING A WRITTEN REPORT AND RECOMMENDATION TO THE MARANA TOWN COUNCIL CONCERNING THE PROPOSED AMENDMENT OF THE WILLOW RIDGE DEVELOPMENT AGREEMENT AS IT APPLIES TO WILLOW VISTA MAKING FINDINGS IN CONNECTION WITH THE PLANNING COMMISSION'S DECISION AND RECOMMENDATION; AND AUTHORIZING THE CHAIR TO PRESENT THE PLANNING COMMISSION'S FINDINGS AND RECOMMENDATION TO THE TOWN COUNCIL

A. Report. The Marana Planning Commission hereby reports to the Marana Town Council, as follows:

1. The proposed Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista (the "Amendment") was brought for consideration before the Marana Planning Commission at its regular meeting on July 29, 2015.

2. The agenda materials for the July 29, 2015 Marana Planning Commission regular meeting included the following:

a. A draft of the Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista identified by the number "00042432.docx" in the footer.

b. A staff report providing an overview of the Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista

c. A staff-prepared draft of Marana Planning Commission Resolution No. 2015-02.

3. The Marana Planning Commission held a public hearing on the proposed Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista where representatives of the property owner and members of the public were provided an opportunity to make comments and give feedback.

B. Findings. Based on the documents provided in the record, the staff report, and the public testimony, the Marana Planning Commission makes the following findings:

1. The proposed Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista will promote and facilitate orderly and planned development of the Willow Vista property.

2. The proposed Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista will provide the owner and developer with certain assurances and protection

of rights that they will be able to proceed with development of the affected property in accordance with:

a. The Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista

b. The Willow Ridge Rezone II rezoning as recommended for approval by the Planning Commission on February 25, 2015, and approved by the Marana Town Council by the adoption of Ordinance 2015.088 on April 7, 2015.

c. The Marana Land Development Code and Marana Town Code, to the extent not superseded by the documents referenced in the preceding two paragraphs.

3. The proposed Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista is consistent with the Marana General Plan and the Marana Strategic Plan.

C. Recommendation. Based on the foregoing report and findings, the Marana Planning Commission recommends that the Marana Town Council approve the Amendment of the Willow Ridge Development Agreement as it Applies to Willow Vista with the following corrections and revisions:

1. None.

D. Authorization. The Marana Planning Commission hereby authorizes Thomas Schnee, the Chair of the Planning Commission, to present the Planning Commission's findings and recommendations at one or more Marana Town Council meetings regarding this matter.

PASSED AND ADOPTED BY THE PLANNING COMMISSION OF THE TOWN OF MARANA, ARIZONA, this 29th day of July, 2015, on a vote of 6 in favor, 0 opposed, and 1 absent.

Thomas Schnee, Chairman

ATTEST:

Terri Byler, Planning Commission Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2004-49

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING TO THE WILLOW RIDGE DEVELOPMENT PROJECT.

WHEREAS, the Town of Marana is authorized to enter into development agreements and pre-annexation development agreements pursuant to A.R.S. § 9-500.05; and

WHEREAS, the Mayor and Council of the Town of Marana find that entering into a development agreement with CPE Development Company, Inc. and the three underlying landowners relating to the Willow Ridge development project will promote the public health, safety and welfare by facilitating orderly development that pays its fair share of costs toward public services needed to serve the development.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, approving and authorizing the Mayor to execute the "Willow Ridge Development Agreement" in the form attached as Exhibit A to this Resolution, and authorizing the Town Manager and Town staff to undertake all other tasks required to carry out the terms, obligations, and objectives of the development agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of April, 2004.

Mayor Bobby Sutton, Jr.

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: TFM
DEPUTY RECORDER
8047 PE2

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

DOCKET: 12292
PAGE 6664
NO. OF PAGES: 13
SEQUENCE: 20040841065
04/30/2004
AG 16:45

MAIL

AMOUNT PAID $ 12.00

WILLOW RIDGE DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("this Agreement") is made by and among the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), CPE DEVELOPMENT COMPANY, INC., an Arizona corporation (the "Developer"), Richard R. Gentry, Sr. & Geneva R. Gentry, as Trustees of THE RICHARD R. GENTRY, SR. & GENEVA R. GENTRY TRUST U/A DTD 8/22/00 (the "Gentrys"), CORTARO ROAD 20 ACRES 7226, a partnership (the "7226 Partnership"), and MESSINGER/LEWIN FAMILY, LLC, an Arizona limited liability company ("Messinger"). The Gentrys, the 7226 Partnership and Messinger are collectively referred to in this Agreement as the "Landowners." The Landowners and the Developer are collectively referred to in this Agreement as the "Applicants." The Town and the Applicants are collectively referred to in this Agreement as the "Parties," who are sometimes individually referred to as the "Party."

RECITALS

A. The Landowners own approximately 104.6 acres of land located on the south side of Cortaro Farms Road east and west of Camino de Oeste alignment (portions of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 12 South, Range 12 East), more specifically Tax Code Parcels 221-15-023B, 221-15-023A, 221-16-026B and 221-16-026C, as more particularly described in the legal description attached as Exhibit A to Marana Ordinance No. 2004.07 (the "Property").

B. The Developer has an option to purchase portions of the Property and has applied to rezone the entire Property with the consent and authority of the Landowners.

C. The Property was annexed into the Town limits by Ordinance No. 2004.05, adopted March 16, 2004.

D. The Applicants intend to develop and improve the Property as the Willow Ridge project, an environmentally sensitive single family residential subdivision with a neighborhood commercial center.

E. The Parties intend for the Property to be developed in a manner consistent with the following, as amplified and supplemented by this Agreement, all of which together are referred to as the "Applicable Development Regulations":

i) The Marana Development Code (including the written rules, regulations, procedures, and other policies relating to development of land, whether adopted by the Mayor and Council or by Town Staff) (collectively the "Marana Development Code"), establishing, among other things, the type of land uses, location, density and intensity of such land uses, and community character of the Property, and providing for, among other things, the development of a variety of housing, commercial and recreation/open space opportunities.

ii) The conditions of Marana Ordinance No. 2004.07, approved on April 20, 2004 (the "Rezoning").

F. The Town and the Applicants acknowledge that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the Town and its residents.

G. The Applicants have made and by this Agreement will continue to make a substantial commitment of resources for public and private improvements on the Property.

H. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

I. This Agreement is consistent with the portions of the Town's General Plan applicable to the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Agreement, the Parties hereby agree as follows:

Article 1. Development Plans

1.1. Development Review. The Property shall be developed in a manner consistent with the Applicable Development Regulations, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Property. Upon the Applicants' compliance with the Applicable Development Regulations, the Town agrees to issue such permits or approvals for the Property as may be requested by the Applicants.

1.2. Zoning and Plat Conditions. The Applicants agree to fulfill all conditions outlined in the Applicable Development Regulations.

1.3. Archaeological/Historic Resources. Development of the Property shall meet all Town requirements set forth in Title 2 and Title 20 of the Marana Development Code related to Archeological and Historic Resources.

1.4. Site Built Construction and Building Permits. All construction on any portion of the Property, whether sold in bulk or individually, whether subdivided or not, shall be site built and shall require building permits.

Article 2. Infrastructure

2.1. Transportation Impact Fee. The Property is located in the Marana South Transportation Benefit Area, requiring the payment of the Marana South Transportation Development Impact Fee for all development located on the Property. The current Marana South Transportation Development Impact Fee is $2,435 per "equivalent demand unit" as established by Marana Ordinance No. 2001.02 for residential development. In addition, Applicants agree to pay to the Town upon the issuance of permits for commercial buildings a transportation impact fee in the larger of the following: (a) the amount that would have been payable to Pima County if the Property had not been annexed, or (b) the amount payable under the then-existing Marana South Transportation Development Impact Fee, if it is modified to include non-residential development.

2.2. Open Space, Park and Trail System Contribution: The Applicants shall contribute $6,400 to the Town of Marana for each residential lot, payable upon the issuance of a building permit for construction of a residence on that lot, to be used to acquire, maintain, enhance and improve lands in the general vicinity of the Property for the purposes of passive recreation, open space preservation, habitat restoration and disturbance mitigation. The lands to be acquired, maintained, enhanced and improved with this contribution shall include essentially undeveloped natural landscape such as ridges, washes, and scenic buffer areas. Such projects may include

Santa Cruz River Park Nodes, Continental Ranch wash re-vegetation, parcel mitigation and preservation/enhancements of wildlife and equestrian corridors.

2.3. Cortaro Road Design and Construction Costs. The Developer shall contribute at least $700,000 toward the design and construction of Cortaro Road, as follows:

2.3.1. The Developer shall hire and pay all fees and costs for a qualified civil engineer to design the improvement of Cortaro Road to a four lane divided cross-section from the Union Pacific Railroad Crossing to Camino de Oeste, with a transition to the existing two-lane cross-section at Star Grass Drive.

2.3.2. The Developer shall pay the Town $50,000 upon the issuance of a building permit for a commercial use at the southwest corner of Cortaro Road and Camino de Oeste to be used for regional drainage solutions that benefit the Property.

2.3.3. Upon award of the contract for construction of Cortaro Road from the Union Pacific Railroad Crossing to Star Grass Drive, the Developer shall pay the Town the difference between $700,000 and the sum of the Cortaro Road design costs incurred pursuant to paragraph 2.3.1 above and the payment (if any) to the Town pursuant to paragraph 2.3.2 above; provided, however, that if the sum of the amounts incurred and paid by the Developer pursuant to paragraphs 2.3.1 and 2.3.2 above exceed $700,000, no additional payment to the Town shall be required under this subparagraph.

2.3.4. The Developer shall be reimbursed for any amounts paid by the Developer under this paragraph 2.3 out of the Town construction sales (transaction privilege) tax devoted to transportation generated from and paid to the Town as a result of construction activity occurring on the Property.

2.4. Water Utilities. Prior to the approval of the Final Plat for the Property, the Applicants shall enter into a Water Service Agreement with the Town of Marana for potable and non-potable systems which sets forth the various agreements of the Parties relating to, among other things, the interconnection and main extension from the existing water system, and the development, construction, dedication, ownership, and design of the water system, including necessary storage and well(s) necessary to serve the Property. The Town will act on the Water Service Agreement within a reasonable time.

2.4.1. Transfer of Grandfathered Water Rights. The Applicants shall transfer to the Town, as prescribed by the Arizona Department of Water Resources, the Irrigation Grandfathered Rights (IGR) water rights on lands deeded to the Town pursuant to the Certificate of Grandfathered Water Rights. On lands not deeded to the Town, extinguishment credits will be transferred to the Town on appropriate Department of Water Resource form. In exchange, the Town shall provide designation of assured water supply and water service to the Property.

2.4.2. Exception for Existing Exempt Well. Nothing in this paragraph 2.4 shall affect the continued operation of the existing exempt well owned and operated for domestic use by the Gentrys, provided that its use is consistent in nature and quantity to the use existing prior to this Agreement.

2.5. Wastewater. The Applicants shall construct the necessary sewer system to serve the Property. The sewer system shall be in conformance with, and subject to, the requirements of Pima County Wastewater Management and the Town, and shall be designed and constructed at sole cost of the Applicants.

2.6. Onsite Private Recreational Facilities. Within each platted residential block or parcel, private recreational facilities shall be constructed on a site of not less than 185 square feet per residential unit. Site and facility design shall be approved by the Town Parks & Recreation Director and Development Services Director.

2.7. Fire Protection. Before a certificate of occupancy is issued for any dwelling unit on the Property, the Applicants shall have completed or shall provide evidence to the Town's satisfaction that the Applicants have made a diligent effort to complete the process of having the Property annexed into a fire district.

2.8. School Land. In lieu of the dedication of land for schools needed to serve the Property, the Applicants shall contribute a School Improvement Contribution Fee of $1,200 per residential lot, payable to the Marana Unified School District. The School Improvement Contribution Fee shall be due and payable at the issuance of the building permit for each residential unit.

Article 3. Environmental Sensitivity

3.1. Protection of Undisturbed Areas During Construction. The Applicants shall install construction fencing to assure that all areas required to remain in their undisturbed natural state are protected during construction. Except as specifically modified by the terms of this Agreement, the Applicants shall comply with all Town grading requirements.

3.2. Common Areas; Natural Open Space. Common areas and any areas to be preserved as natural open space or undisturbed areas as shown on any plats or development plans relating to all or any portion of the Property may be placed in the permanent ownership and control of (i) one or more homeowners associations established by declarations of restrictive covenants recorded over all or part of the Property or (ii) a government or conservation entity the Town reasonably determines is willing and able to permanently maintain the areas as required by this Agreement.

Article 4. Cooperation and Alternative Dispute Resolution

4.1. Appointment of Representatives. To further the commitment of the Parties to cooperate in the progress of the development of the Property, the Town and the Applicants each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Applicants. The initial representative for the Town (the "Town Representative") shall be the Development Services Administrator, and the initial representative for the Applicants shall be Raúl F. Piña or a replacement to be selected by the Applicants. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

4.2. Timing. The Town acknowledges the necessity for prompt review by the Town of all plans and other materials (the "Submitted Materials") submitted by the Applicants to the Town hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its best efforts to accomplish such prompt review of the Submitted Materials whenever possible.

4.3. Default; Remedies. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in paragraph 7.1 to the Defaulting Party, which notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have (i) twenty days from the date of the notice within which to correct the default if it can reasonably be corrected by the payment of

money, or (ii) thirty days from the date of the notice to cure the default if action other than the payment of money is reasonably required, or if the non-monetary default cannot reasonably be cured within sixty days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within sixty days and thereafter diligently prosecuted to completion. If any default is not cured within the applicable time period set forth in this paragraph, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 4.4 and 4.5 below. The Parties agree that due to the size, nature and scope of the development, and due to the fact that it may not be practical or possible to restore the Property to its condition prior to Applicants' development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the enforcement of this Agreement. This paragraph shall not limit any other rights, remedies, or causes of action that either party may have at law or in equity.

4.4. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Applicants and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Applicants shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the Town and the Applicants. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

4.5. Arbitration. After mediation (paragraph 4.4 above) any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by the Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Article 5. Protected Development Rights

To establish legally protected rights for the development of the Property in a manner consistent with this Agreement and the development regulations that now apply to the Property and to ensure reasonable certainty, stability and fairness to the Applicants over the term of this Agreement, the Town shall not change the development regulations that now apply to the Property, as amended by this Agreement, for a period of five years after the execution of this Agreement without the consent of the Applicants. Pursuant to A.R.S. § 9-1203, the Town hereby finds that the size, type and phasing of the development on the Property and the level of investment of the Applicants justify a two-year time extension of these protected development rights, and a two-year time extension is hereby automatically granted, provided that Applicants are not in material breach of this Agreement at the end of the initial five-year term.

Article 6. Future Impact Fees

If the Town adopts an impact fee for the same infrastructure for which Applicants have contributed land or made improvements or paid a voluntary fee pursuant to this Agreement,

Applicants shall be entitled to a credit for such contributions as set forth in A.R.S. § 9-463.05. The Parties acknowledge that the Town currently does not have an adopted impact fee for any of the other public improvements for which the Applicants are contributing land, making improvements or paying voluntary fees pursuant to this Agreement, and that the impact fee required to be paid pursuant to paragraph 2.1 above provides funding for the construction of the Twin Peaks/I-10 interchange improvements.

Article 7. Notices and Filings

7.1. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, if to (or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner):

To the Town:
Town of Marana
Town Manager
13251 N. Lon Adams Road
Marana, Arizona 85653

To the Developer:
CPE DEVELOPMENT COMPANY, INC.
Raúl F. Piña
1555 E. Broadway Blvd.
Tucson, Arizona 85719

To the Gentrys:
Mr. & Mrs. Richard R. Gentry, Sr.
4945 W. Cortaro Farms Road
Tucson, Arizona 85742

To the 7226 Partnership:
CORTARO ROAD 20 ACRES 7226
Victor Cuevas, Manager
c/o Jose Rincon/Long Realty
6410 E. Tanque Verde
Tucson, Arizona 85715

To Messinger:
MESSINGER/LEWIN FAMILY, L.L.C.
Jay Messinger, Manager
9351 Kostner Avenue
Skokie, Illinois 60076

Article 8. General Terms and Conditions

8.1. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by the Town or the Applicants 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.

8.2. Term. This Agreement shall become effective upon the effective date of the Rezoning (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the twentieth anniversary of the Effective Date. If the Parties determine that a longer period is necessary for any reason, the term of this Agreement may be extended by written agreement of the Parties. The Applicants shall be entitled to terminate this Agreement if the Town materially impairs the development entitlements on the Property granted by this Agreement.

8.3. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury.

8.4. Counterparts. This Agreement may be executed in two 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 signatures of all Parties may be physically attached to a single document.

8.5. Headings and Recitals. The descriptive headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

8.6. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

8.7. Further Acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matter contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plat or permit approvals or revisions, and other necessary approvals relating to the development of the Property by the Applicants and their successors.

8.8. Future Effect.

8.8.1. Time Essence and Successors. Time is of the essence of this Agreement. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors, assigns and legal representative of the Parties, except as provided in paragraph 8.8.2 below. Notwithstanding the foregoing, to the extent permitted by law, the Applicants' rights under this Agreement may only be assigned by a written instrument, agreed to by all of the Parties and recorded in the Official Records of Pima County, Arizona, expressly assigning such rights, and no obligation of the Applicants under this Agreement shall be binding upon anyone owning any right, title or interest in the Property unless such obligation has been specifically assumed in writing or unless otherwise required by law. The Town understands that the Applicants may create one or more entities or subsidiaries wholly owned or controlled by the Applicants for purposes of carrying out the development of the Property as contemplated in this Agreement, and the Town's consent to the Applicants'

assignment of its rights under this Agreement to such entities or subsidiaries shall not be withheld. In the event of a complete assignment by Applicants of all rights and obligations of Applicants under this Agreement, Applicants' liability under this Agreement shall terminate effective upon the assumption of those liabilities by Applicants' assignee, provided that the Town has approved the assignment to such assignee, which approval shall not unreasonably be withheld.

8.8.2. Termination Upon Sale to Public. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with the land, unless specifically noted above. Nevertheless, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

8.9. 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 arrangement between the Applicants and the Town. 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 to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

8.10. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably request or appropriate to evidence or give effect to the provisions of this Agreement.

8.11. Imposition of Duty by Law. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law.

8.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

8.13. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in the Final Plat and Specific Plan as amended by this Agreement. Within ten days after any amendment to this Agreement, it shall be recorded in the office of the Pima County Recorder by and at the expense of the Party requesting the amendment.

8.14. Names and Plans. The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, ideas, designs, and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property or any plans; provided, however, that in connection with any conveyance of portions of the infrastructure as provided in this Agreement such rights pertaining to the portions of the infrastructure so conveyed shall be assigned to the extent that such rights are assignable, to the appropriate governmental authority.

8.15. Good Standing; Authority. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Arizona and is authorized to do business in the state of Arizona. The Landowners represent and warrant to the Town that they are duly formed and validly existing entities under the laws of Arizona and are authorized to enter into the obligations imposed upon them by this Agreement the Town represents and warrants that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

8.16. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Applicants shall be entitled to terminate this Agreement.

8.17. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 4.5, requiring disputes to be resolved by binding arbitration.

8.18. Interpretation. This Agreement has been negotiated by the Town and the Applicants, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

8.19. Recordation. The Town shall record this Agreement in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Applicants.

8.20. No Development Representations. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall be deemed to obligate the Town or the Applicants to complete any part or all of the development of the Property.

8.21. Approval. If any Party is required pursuant to this Agreement to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

8.22. Force Majeure. If any Party shall be unable to observe or perform any covenant or condition of this Agreement by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Agreement so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of

utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

8.23. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

THE TOWN:

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Bobby Sutton, Jr., Mayor

Date: 04/26/04

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE DEVELOPER:

CPE DEVELOPMENT COMPANY, INC., an Arizona corporation

By: _____
Raúl F. Piña, Authorized Officer

Date: 4.21.04

THE GENTRYS:

THE RICHARD R. GENTRY, SR. & GENEVA R. GENTRY TRUST U/A DTD 8/22/00

By: _____
Richard R. Gentry, Sr., Trustee

By: _____
Geneva R. Gentry, Trustee

Date: 4-20-2004

THE 7226 PARTNERSHIP:

CORTARO ROAD 20 ACRES 7226, a partnership

By: _____
Victor Cuevas, Manager

Date: 4/22/04

MESSINGER:

MESSINGER/LEWIN FAMILY, L.L.C., an Arizona limited liability company

By:_____
Jay Messinger, Manager

Date: _____

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on 4-21-04 by Raúl F. Piña, an authorized officer of CPE DEVELOPMENT COMPANY, INC., an Arizona corporation, on behalf of the corporation.

My commission expires:
May 5, 2006

Darlene M. Houston
Notary Public

OFFICIAL SEAL
DARLENE M. HOUSTON
NOTARY PUBLIC - STATE OF ARIZONA
PIMA COUNTY
My Comm. Expires May 5, 2006

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on April 20, 2004 by Richard R. Gentry, Sr. & Geneva R. Gentry, as Trustees of THE RICHARD R. GENTRY, SR. & GENEVA R. GENTRY TRUST U/A DTD 8/22/00, on behalf of the Trust.

My commission expires:
April 1, 2008

Linda L. Fousse
Notary Public

OFFICIAL SEAL
LINDA L. FOUSSE
NOTARY PUBLIC - State of Arizona
PIMA COUNTY
My Comm. Expires April 1, 2008

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on 04/22/2004 by Victor Cuevas, Manager of CORTARO ROAD 20 ACRES 7226, a partnership, on behalf of the partnership.

My commission expires:
Sept. 10 2006

Jane M. Baker
Notary Public

OFFICIAL SEAL
JANE M. BAKER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires Sept. 10, 2006

MESSINGER:

MESSINGER/LEWIN FAMILY, L.L.C., an Arizona limited liability company

By: _____
Jay Messinger, Manager

Date: 4/22/04

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on 4-21-04 by Raúl F. Piña, an authorized officer of CPE DEVELOPMENT COMPANY, INC., an Arizona corporation, on behalf of the corporation.

My commission expires:
May 5, 2006

Darlene M. Houston
Notary Public

OFFICIAL SEAL
DARLENE M. HOUSTON
NOTARY PUBLIC - STATE OF ARIZONA
PIMA COUNTY
My Comm. Expires May 5, 2006

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on April 20, 2004 by Richard R. Gentry, Sr. & Geneva R. Gentry, as Trustees of THE RICHARD R. GENTRY, SR. & GENEVA R. GENTRY TRUST U/A DTD 8/22/00, on behalf of the Trust.

My commission expires:
April 1, 2008

Linda L. Fousse
Notary Public

OFFICIAL SEAL
LINDA L. FOUSSE
NOTARY PUBLIC - State of Arizona
PIMA COUNTY
My Comm. Expires April 1, 2008

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by Victor Cuevas, Manager of CORTARO ROAD 20 ACRES 7226, a partnership, on behalf of the partnership.

My commission expires:
_____

_____
Notary Public

STATE OF ~~ARIZONA~~ IL)
ss
County of ~~Pima~~ Cook)

The foregoing instrument was acknowledged before me on 4/22/2004 by Jay Messinger, Manager of MESSINGER/LEWIN FAMILY, L.L.C., an Arizona limited liability company, on behalf of the LLC.

My commission expires:
3/4/2006

Wendi B. Ayoub
Notary Public

"OFFICIAL SEAL"
WENDI B. AYOUB
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/4/2006

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A3

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-094: Relating to the Environment; approving and authorizing the Mayor to execute the First Amendment to Intergovernmental Agreement between Pima County and the Town of Marana to provide Mitigation Funding for Wildlife Corridors in the Marana Area (Frank Cassidy)

Discussion:

This item is presented in conjunction with the Willow Vista development agreement item, which is also on tonight's agenda. As discussed with the Willow Vista agenda item, the 2004 Willow Ridge development agreement required the developer to pay the Town a $6,400 per lot "Willow Ridge Mitigation in-Lieu Fee," $5,000 of which was then transferred to Pima County for use in funding the purchase of wildlife corridors in the Marana area pursuant to a 2007 Town of Marana/Pima County mitigation funding IGA. The IGA amendment proposed by this agenda item divides the same total mitigation funding of $175,000 payable to Pima County for the Willow Vista area among more lots. The 2007 mitigation funding IGA required payment of $5,000 per lot for the 35 then-proposed lots in the Willow Vista area. The new mitigation funding IGA amendment requires payment of $2,537 per lot for the 69 now-proposed lots in the Willow Vista area. The new payments are rounded to the next dollar, so Pima County will now receive payments totaling $175,053.

Pima County staff anticipates that the Board of Supervisors will consider this item at its October 6 meeting.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-094, approving and authorizing the Mayor to execute the First Amendment to Intergovernmental Agreement between Pima County and the Town of Marana to provide Mitigation Funding for Wildlife Corridors in the Marana Area.

Suggested Motion:

I move to adopt Resolution 2015-094, approving and authorizing the Mayor to execute the First Amendment to the Pima County mitigation funding IGA.

Attachments: Resolution 2015-094
IGA

MARANA RESOLUTION NO. 2015-094

RELATING TO THE ENVIRONMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA TO PROVIDE MITIGATION FUNDING FOR WILDLIFE CORRIDORS IN THE MARANA AREA

WHEREAS a copy of the "First Amendment to Intergovernmental Agreement between Pima County and the Town of Marana to provide Mitigation Funding for Wildlife Corridors in the Marana Area" (the "Mitigation Funding IGA Amendment") has been presented to the Marana Town Council for consideration; and

WHEREAS the Town Council incorporates by reference here the recitals of the Mitigation Funding IGA Amendment as the findings and background for this resolution; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the Mitigation Funding IGA Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the "First Amendment to Intergovernmental Agreement between Pima County and the Town of Marana to provide Mitigation Funding for Wildlife Corridors in the Marana Area" attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the Mitigation Funding IGA Amendment.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA TO PROVIDE MITIGATION FUNDING FOR WILDLIFE CORRIDORS IN THE MARANA AREA

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "Amendment") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona (the "County") and the TOWN OF MARANA, an Arizona municipal corporation, (the "Town"). The Town and the County are sometimes collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. The Parties are authorized by Arizona Revised Statutes section ("A.R.S. §") 11-952 to enter into agreements for joint and cooperative action.

B. The Parties entered into an Intergovernmental Agreement to provide Mitigation Funding for Wildlife Corridors in the Marana Area dated January 9, 2007, and recorded with its authorizing resolutions in the office of the Pima County Recorder on January 16, 2007, at Docket 12971, Page 5921 (Sequence 20070101251) (the "Original IGA").

C. Before entering into the Original IGA, the Town had entered into the "Willow Ridge Development Agreement" recorded in the office of the Pima County Recorder on April 30, 2004, at Docket 12292, Page 6664 (Sequence 20040841065) relating to the "Willow Ridge" development project, located immediately south of Cortaro Road and just over a half mile east of I-10.

D. Paragraph 2.2 of the Willow Ridge Development Agreement required the developer of Willow Ridge to pay the Town the "Willow Ridge Mitigation In-Lieu Fee," an open space, park and trail system contribution of $6,400 for each residential lot within the Property, payable upon the issuance of a building permit for construction of a residence on that lot, to be used by the Town to acquire, maintain, enhance and improve lands in the general vicinity of the Willow Ridge project for the purposes of passive recreation, open space preservation, habitat restoration, and disturbance mitigation.

E. The Original IGA provided for the Town to transfer to the County $5,000 per lot of the Willow Ridge Mitigation In-Lieu Fee for the County's purchase of environmentally sensitive lands identified and referred to as the "Wildlife Corridors" in the Original IGA.

F. A portion of the Willow Ridge development project was originally platted as the 35-lot "Willow Ridge Custom Lots" subdivision, recorded in the office of the Pima County Recorder on September 6, 2007, at Book 63 of Maps and Plats, Page 5 (Sequence 20071730602), the land area of which is referred to in this Amendment as "Willow Vista."

G. Willow Vista has not been developed, and the current owner of the property contends that it cannot feasibly be developed as a 35-lot subdivision for reasons including the general non-

marketability of half-acre lots, especially in that geographic area; the high cost per lot of subdivision development and infrastructure on that particular site; and the high cost per lot of fees, including the Willow Ridge Mitigation In-Lieu Fee.

H. On April 7, 2015, the Marana Town Council adopted Ordinance No. 2015.008 (the "Willow Vista Rezoning"), rezoning Willow Vista to Marana R-6 zoning (single-family residential, minimum lot size 6,000 square feet) to accommodate a 69-lot residential project (the "Willow Vista Project."

I. The Town has negotiated and approved, conditioned upon the execution of this Amendment, a revision to the Willow Ridge Development Agreement as it applies to Willow Vista (the "Willow Vista DA Amendment"), which (among other things) reduces the Willow Ridge Mitigation In-Lieu Fee to $2,537 per lot for Willow Vista.

J. The Town approved the Willow Vista Rezoning and the Willow Vista DA Amendment based in part on the Town's acknowledgment of the Willow Vista owner's contentions listed in recital G above.

K. This Amendment is intended to maximize the chances of generating Willow Ridge Mitigation In-Lieu Fees from Willow Vista for County use in acquiring Wildlife Corridors as described in the Original IGA.

AGREEMENT

NOW, THEREFORE, pursuant to the above recitals, which are incorporated here as the purpose of the Parties in entering into this Amendment, and in consideration of the matters and things set forth in this Amendment, the Parties agree as follows:

1. Transfer of funding. Paragraph 1 of the Original IGA is amended to change "$5,000 per lot" to "$2,537 per lot" for Willow Vista only.

2. Effect on other provisions of the Original IGA. Except as modified by this Amendment, all other provisions of the Original IGA shall remain in place and are incorporated by this reference in this Amendment.

3. Term and Termination. This Amendment shall be effective when it is recorded in the office of the Pima County Recorder and shall remain in effect until the termination of the Original IGA.

IN WITNESS WHEREOF, the County has caused this Amendment to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the Town has caused this Amendment to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

The "County"	The "Town"
PIMA COUNTY, a political subdivision of the State of Arizona	TOWN OF MARANA, an Arizona municipal corporation
By: _____ Chair, Board of Supervisors	By: _____ Mayor Ed Honea
Date: _____	Date: _____

ATTEST:

Clerk of the Board

Date: _____

ATTEST:

Jocelyn Bronson, Town Clerk

Date: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment to Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Amendment represented by the undersigned.

For the County:

Deputy County Attorney

For the Town:

Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A4

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-095: Relating to Real Property; approving and authorizing the Mayor to execute an Option and Wireless Communications Facility Lease Agreement with T-Mobile West LLC for the lease of approximately 256 square feet of Town-owned property at Continental Reserve Park (Jane Fairall)

Discussion:

In November 2014, Town staff made a presentation to the Town Council regarding several recent requests to lease Town property for purposes of wireless communications facilities, including cell towers. Among the requests discussed at the meeting was a request by T-Mobile to lease Town-owned property at Continental Reserve Park, next to a Town water site. Council directed staff to proceed with negotiations for a lease agreement at the site.

The option and lease agreement presented tonight provides that the Town will grant a 12-month option to T-Mobile for the site for T-Mobile to complete its due diligence, to analyze the suitability of the property for its wireless facility, and to obtain any necessary permits for construction of the site.

Assuming T-Mobile finds the location to be ultimately suitable and is able to obtain necessary permits for its facility, T-Mobile will exercise the option and the lease term for the site will begin. The initial term of the lease shall be 5 years, followed by up to five successive 5-year renewal periods, for a potential total of 30 years. T-Mobile may use the site only for a wireless communication facility as described in the lease agreement and its attachments.

As was explained at the November 2014 Council meeting, this option and lease agreement is only the first step toward the ultimate construction and operation of the wireless facility. If the Council approves the lease, T-Mobile will have the right to use the property pursuant to the terms of the

lease agreement; however, T-Mobile must still go through the zoning process set forth in Title 23 of the Land Development Code for wireless communications facilities in order to receive the necessary permits and approvals to move forward.

Financial Impact:

Pursuant to the agreement, T-Mobile will pay the Town an option fee of $1,500. Once the lease term begins, T-Mobile will pay the Town $1,500 per month for the first year of the lease. Rent will then increase 3% each year throughout the term of the lease.

Staff Recommendation:

Staff recommends approval of the option and wireless communications facility lease agreement with T-Mobile.

Suggested Motion:

I move to adopt Resolution No. 2015-095, approving and authorizing the Mayor to execute the Option and Wireless Communications Facility Lease Agreement with T-Mobile West LLC for the Continental Reserve Park site.

Attachments: Resolution 2015-095
Exhibit A to Resolution - Option & Lease Agt
Exhibit B to Agreement - 3 pages of maps
Exhibit C to Agreement - Site Plan map

MARANA RESOLUTION NO. 2015-095

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT WITH T-MOBILE WEST LLC FOR THE LEASE OF APPROXIMATELY 256 SQUARE FEET OF TOWN-OWNED PROPERTY AT CONTINENTAL RESERVE PARK

WHEREAS T-Mobile West LLC seeks to lease approximately 256 square feet of Town property at Continental Reserve Park for a wireless communication facility, including a cell tower; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into the proposed option and lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Option and Wireless Communications Facility Lease Agreement with T-Mobile West LLC attached to this resolution as Exhibit A, for the lease of approximately 256 square feet of Town-owned property at Continental Reserve Park, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the option and lease agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of September, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT

This Option and Wireless Communications Facility Lease Agreement ("Agreement") is entered into by and between the Town of Marana, an Arizona municipal corporation ("TOWN") and T-Mobile West LLC, a Delaware limited liability company ("T-Mobile" or "Lessee"). TOWN and T-Mobile are at times collectively referred to as "Parties" or individually as a "Party".

RECITALS

A. TOWN owns land located in the Town of Marana, Pima County, Arizona, at 8568 N. Continental Reserve Loop, as further described in **Exhibit A** attached hereto and incorporated herein by this reference ("Property").

B. TOWN is willing to lease an area to T-Mobile consisting of approximately 256 square feet located within the Property and as more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference ("the Site") for a wireless communication facility.

C. The access routes and utility easements necessary for T-Mobile's use under this Agreement ("Access Routes") are depicted in the map attached hereto as part of **Exhibit B.**

D. The Site and Access Routes are collectively referred to hereafter as the "Premises."

E. TOWN and T-Mobile desire to establish their respective rights and responsibilities regarding this Option and Wireless Communication Facility Lease Agreement.

OPTION AGREEMENT

In consideration of the mutual covenants contained in this Option Agreement, the Parties agree as follows:

1. Option Period. The Option Period shall commence as of the signature date of the last Party to sign this Agreement and continues for a period of 12 months, unless sooner terminated or exercised by T-Mobile.

2. Inspection Rights. During the Option Period, T-Mobile shall have the right to analyze the suitability of the Premises for its intended use. T-Mobile and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon the Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for T-Mobile's use of the Premises

from all applicable governmental or regulatory entities, and to do those things on or off the Property that, in the sole opinion of T-Mobile, are necessary to determine the physical condition of the Property, the environmental history of the Property, TOWN's title to the Property and the feasibility or suitability of the Premises for T-Mobile's use as defined in this Agreement, all at T-Mobile's expense (the "Due Diligence Investigation"). Activities conducted in connection with T-Mobile's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of T-Mobile's facilities.

3. Access. T-Mobile shall comply with any reasonable security requirements of TOWN if the Site is located within a fenced or secured access location.

4. Government Approvals. It is understood and agreed that T-Mobile's ability to use the Premises is contingent upon its obtaining all of the certificates, licenses, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities which will permit T-Mobile's use of the Premises as set forth above. TOWN shall cooperate with T-Mobile in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by T-Mobile, unless required to do so by law or regulation or to protect public health, safety or welfare. However, nothing herein shall be deemed to constitute a contractual obligation of TOWN, as a municipality, to issue a required Governmental Approval where the officer, agent or employee of TOWN responsible for the issuance of such Governmental Approval deems the issuance of such a Governmental Approval to be inappropriate. This Agreement is not intended to supersede, modify or waive any requirements in the Marana Town Code intended to regulate the construction and operation of telecommunications services or the location and development of wireless communication facilities. If (1) any applications for such Governmental Approvals should be finally rejected; (2) any Governmental Approval issued to T-Mobile is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (3) T-Mobile determines that such Governmental Approvals may not be obtained in a timely manner, T-Mobile shall have the right to terminate this Agreement, as set forth in paragraph 5 of this Option Agreement.

5. Termination of Option. If T-Mobile determines, during the Option Period, that the Premises are not appropriate for T-Mobile's intended use, or if for any other reason, or no reason, T-Mobile decides not to lease the Site, then T-Mobile shall have the right to terminate this Agreement without penalty upon written notice to TOWN at any time. If the Option Period expires and T-Mobile has not exercised the option, this Agreement shall terminate. If T-Mobile terminates the option or fails to exercise the option, the Option Fee, as set forth in paragraph 9 of this Option Agreement, below, will not be prorated or refunded.

6. Exercise of Option. At any time during the Option Period, T-Mobile may notify TOWN in writing that it desires to commence the Lease with TOWN, as set forth in Article 1 of the Lease Agreement below, and commence construction of its facilities.

7. Damages and Indemnification. T-Mobile shall be responsible for any damages caused by its agents or employees to the Premises or adjacent property, including vegetation, during the Option Period and promptly restore the property to its prior condition. T-Mobile shall appear, defend, indemnify and hold harmless TOWN, its officers, agents and employees from and against any claim for damages arising out of the acts or omissions of T-Mobile, its officers, agents and employees related to this Option Agreement. If T-Mobile fails or refuses to restore the Premises or adjacent property to its condition as it was prior to the Option Period, TOWN is authorized to do so and charge the costs to T-Mobile.

8. Reservation. During the Option Period, unless T-Mobile has previously terminated this Agreement, TOWN will not lease the Site to another person or materially compromise T-Mobile's possible future lease of the Site for wireless communications.

9. Consideration for Option. In consideration for the rights as described in this Option Agreement, T-Mobile shall pay to TOWN consideration in the amount of $1,500.00 for the Option Period ("Option Fee"). The Option Fee will be paid within 15 business days from the Effective Date of this Agreement. The Option Fee will not be prorated for any partial month either at commencement or termination. If T-Mobile enters into a Lease with TOWN for the Site, the Option Fee will not be prorated or refunded.

10. General Provisions. The general provisions found in Articles 18 through 20 of the Lease Agreement apply to this Option Agreement.

LEASE AGREEMENT

In consideration of the mutual covenants contained in this Lease Agreement, the Parties agree that the terms and conditions of this Lease Agreement shall apply from and after the Commencement Date as follows:

Article 1. Lease Term

1.1. Commencement. The Lease shall commence upon commencement of installation of T-Mobile's facilities ("Commencement Date"). T-Mobile (hereinafter referred to as "Lessee") shall notify TOWN in writing of its intention to start construction on the Site and the start date. The Commencement Date shall be noted here once it is known and shall be incorporated herein by this reference as if fully set forth in this Agreement at the time of execution: _____.

1.2. Term. The Lease shall be for a term of five years ("Term") unless sooner terminated as provided herein.

1.3. Renewal. The Lease will automatically renew for up to five successive five-year periods ("Renewal Terms") on the same terms and conditions as set forth herein, unless sooner terminated as provided in this Lease Agreement. The Term and Renewal Terms may collectively be referred to as the "Lease Term."

1.4. Holding Over. Any holding over after the expiration of the Lease Term, with the consent of TOWN shall be construed to be a tenancy from month to month at one and one-half times the rents herein specified (prorated on a monthly basis). The provisions of this Lease Agreement shall apply to any such holding over period.

Article 2. Rent

2.1. Monthly Base Rent. Lessee shall pay to TOWN monthly rent of $1,500.00 ("Rent") in consideration for the Lease. The first rental payment shall be made within 30 days after the Commencement Date, and shall be prorated through the end of the month. All subsequent rental payments shall be made to TOWN on or before the first day of the month in advance.

2.2. Adjustment. Beginning on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, Rent shall increase by an amount equal to 3% above the Rent applicable in the immediately preceding lease year.

2.3. Payment of Rent. All Rent shall be payable to the Town of Marana, 11555 W. Civic Center Drive, Marana, Arizona 85653; Attention: Finance Department.

Article 3. Permissible Use

3.1. In General. The Property may be used by Lessee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, replacement and repair of related support facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

3.2. Maintenance of Government Approvals. Lessee shall be responsible for maintaining during the Lease Term all Government Approvals, as defined in paragraph 4 of the Option Agreement, above, that may be required by any federal, state or local authorities for the use of the Premises and the conduct of its business related to the Premises.

3.3. Additional Providers. Lessee may allow third party telecommunications providers ("Additional Providers") to co-locate on the tower within the Lessee Facilities, as described in the Site Plan attached hereto as **Exhibit C** and incorporated herein by this reference. All persons, other than Lessee, providing telecommunications services from the Lessee Facilities or co-locating on the tower within the Lessee Facilities shall do so only as sublessees of Lessee in accordance with the provisions of Article 9 of this Lease relating to subletting. All Additional Providers shall hold a valid telecommunications license during any period of time that the Additional Provider co-locates upon or otherwise uses the Premises and/or the Lessee Facilities, or any part thereof, for telecommunications services.

3.4. Compliance with Laws. Lessee shall comply with all applicable laws, including but not limited to zoning and environmental laws relating to its use and possession of the Premises for the purposes provided in this Agreement.

Article 4. Absence of Warranties

Lessee has leased the Premises after a full and complete inspection thereof, as well as the title thereto, and knowledge of its present uses and nonuses. Lessee accepts the Premises in the condition or state in which the Premises now exist without any representation or warranty, express or implied in fact or law, by TOWN and without recourse to TOWN, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put, except for the Warranty of Quiet Enjoyment set forth in Article 16 below. TOWN shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-Premises improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist as of the Commencement Date. Lessee assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises.

Article 5. Improvements

5.1. Lessee Facilities. Lessee has the right to construct, maintain, install, repair secure, replace, remove and operate on the Premises wireless communications facilities, including but not limited to a foundation, utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and

equipment, a power generator and generator pad, and supporting equipment and structures, and security fencing ("Lessee Facilities") as generally described in the Site Plan attached hereto as **Exhibit C** and incorporated herein by this reference.

5.2. Utility Lines. Lessee at its own expense shall install utility lines in the approved Access Routes to the Site necessary for Lessee Facilities and consistent with approval of the utility company.

5.3. Construction. All Lessee Facilities shall be constructed and installed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall obtain TOWN's prior approval of construction plans and specifications for the Lessee Facilities, which shall not be unreasonably withheld. All Lessee Facilities shall be constructed or installed in compliance with specifications of plans approved by TOWN. Within 30 days after completion of construction, Lessee shall provide TOWN with as-built drawings of the Lessee Facilities.

5.4. Performance Bond. Prior to the commencement of any construction on the Premises, Lessee shall deliver to TOWN a performance bond in an amount determined based on TOWN's reasonable estimate of the total cost to construct the improvements described in Exhibit C, the Site Plan, plus a reasonable contingency.

5.5. Lien-free Construction. Lessee shall keep the Premises and all improvements thereon free of any mechanic's or materialmen's liens or liens of any kind or nature for any work done, labor performed, or material furnished on or to the Premises. If any lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises within 30 days of notice or becoming aware of the lien.

5.6. Title to Improvements. Title to the Lessee Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its lenders or assigns and are not fixtures, unless abandoned with permission of TOWN pursuant to paragraph 5.9 (Removal or Abandonment).

5.7. Alteration or Additional Improvements. Except as otherwise provided in this Agreement, Lessee shall make no alterations or additional improvements to or upon the Premises beyond those described in the plans and specifications approved by TOWN without first obtaining written approval of TOWN. TOWN's consent shall not be required to replace the Lessee Facilities with equipment that is of the same or smaller size and same or less weight as the then-existing Lessee Facilities as long as Lessee's installation, operation and maintenance of Lessee Facilities does not damage or interfere in any way with TOWN operations or related activities or other lessee or licensee activities in existence as of the Commencement Date. Further, nothing herein shall prevent Lessee from maintaining the Lessee Facilities or from replacing equipment due to wear and tear or technological advancements provided that such accommodations comply with all requirements of this Agreement, the TOWN Conditional Use Permit, Municipal Code, Land Development (Zoning) Code or other requirements. Approved alterations, additions, replacements and upgrades shall become part of Lessee Facilities as that term is used in this Agreement.

5.8. Maintenance. Lessee at its own expense shall maintain the Premises and the Lessee Facilities in good repair and in a manner suitable to TOWN so as not to conflict with any adjacent TOWN operations. Lessee shall have sole responsibility for the maintenance, repair, and security of the Lessee Facilities.

5.9. Removal or Abandonment. Unless TOWN in writing allows or requires Lessee to abandon the Lessee Facilities in place, Lessee at its sole expense shall remove the Lessee Facilities on or before the expiration or earlier termination of this Lease Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other facilities or operations on the Premises. Lessee shall repair any damage to the Premises caused by such removal to the reasonable satisfaction of TOWN. Title to any Lessee Facilities which are abandoned in place with the written permission of TOWN shall be deemed transferred to TOWN, in their then as-is condition, without compensation to Lessee. Said abandoned Lessee Facilities shall thereafter be the sole property of TOWN.

Article 6. Access and Utilities

6.1. Access to Site. TOWN shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Site 24 hours a day, seven days a week, at no charge to Lessee. Lessee shall comply with reasonable security requirements of TOWN related to accessing the Site.

6.2. Non-Exclusive Access Routes. Lessee, its agents, employees and contractors, shall have a non-exclusive right and easement for pedestrian and vehicular ingress and egress across, and Lessee shall have an easement for utility lines to access the Site via the Access Routes described or depicted generally in Exhibit C. TOWN and Lessee each shall conduct operations within the Access Routes so as to cause minimal or no interference to others.

6.3. Maintenance of Roadways. TOWN shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. TOWN shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.

6.4. Payment of Utilities. Lessee shall, at its own expense, install separate meters for electricity and other utilities necessary for Lessee Facilities and shall timely pay all utility charges associated therewith.

Article 7. Interference

7.1. Interference with Existing Uses. Lessee's installation, operation and maintenance of Lessee Facilities shall not damage or interfere in any way with TOWN operations or related activities or other existing lessee or licensee activities in existence as of the Commencement Date. Lessee agrees to cease all such actions which materially

interfere with existing activities upon written notice of such interference; provided, however, in such case Lessee shall have the right to terminate the Lease.

7.2. Interference and New Uses. Subsequent to Lessee's exercise of its Option, as set forth in paragraph 6 of the Option Agreement, TOWN will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Premises or property contiguous thereto owned or controlled by TOWN, if such modifications are likely to cause a material interference with Lessee's operations. In the event interference occurs, TOWN agrees to use best efforts to eliminate any material interference within a reasonable time period. TOWN's failure to comply with this paragraph shall be a material breach of this Lease Agreement.

Article 8. Fees and Taxes

Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises. Lessee shall pay all real and personal property taxes assessed against the Lessee Facilities. TOWN shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease Agreement.

Article 9. Assignment and Subletting

9.1. Assignment. Lessee may assign the Lease Agreement to another company, with TOWN's written consent, which shall not be unreasonably withheld; provided, however, Lessee may i) assign or transfer this Lease Agreement to a financially viable parent, subsidiary, or affiliate, without TOWN consent, and, ii) Lessee may assign the Lease Agreement to a commercial lending institution solely as security for financing purposes without TOWN consent. In the event of an assignment, assignee shall assume all obligations and liabilities of Lessee, known and unknown, under the Lease Agreement arising both before and after the assignment date.

9.2. Bankruptcy. Any person or entity to which this Lease Agreement is assigned or transferred as part of any bankruptcy proceeding shall be deemed without further act to have assumed all of the liabilities and obligations of Lessee arising under this Lease Agreement on and after the date of such assignment. Any such assignee or transferee shall upon demand execute and deliver to TOWN an instrument confirming such assumption or transference. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment or transference shall be paid to TOWN, shall be the exclusive property of TOWN, and shall not constitute "property" of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting TOWN's property under the preceding sentence not paid or delivered to TOWN shall be held in trust for the benefit of TOWN and be promptly paid to TOWN.

9.3. Subletting. Except as provided in paragraphs 9.4 and 9.5 below, Lessee may not sublet any portion of the Property, the Premises or the Lessee Facilities without the prior written consent of TOWN, which consent may be withheld for any reason or no reason in TOWN's sole discretion.

9.4. Additional Providers as Sublessees. Lessee may allow Additional Providers to co-locate upon the tower within the Lessee Facilities, as set forth in paragraph 3.3 above and this paragraph 9.4, provided that each such Additional Provider is a sublessee and that Lessee and each such sublessee comply with all of the applicable terms and conditions of this Lease. The sublease of the Premises, the Lessee Facilities, or any part thereof, shall not relieve Lessee of any obligations, responsibilities or liabilities Lessee may have under this Lease.

9.4.1. If Lessee desires to co-locate Additional Providers on Lessee's tower within the Lessee Facilities, Additional Providers shall be required to obtain a separate ground lease from TOWN for ground space on the Property and a separate sublease from Lessee for space on Lessee's tower. The Parties understand that: (i) TOWN and Lessee shall reasonably cooperate to locate Additional Providers on the Property; (ii) TOWN may not charge any fee to Lessee for subleasing space on Lessee's tower; (iii) Lessee shall not be liable to TOWN in any way for failure to enter into, maintain or renew a sublease with Additional Providers for the use of Lessee's tower; (iv) TOWN shall not be liable to Lessee in any way for failure to enter into, maintain or renew a ground lease with Additional Providers for the use of TOWN's Property; (v) Lessee shall have the right to determine in its sole discretion whether it will sublease any portion of its tower; and (vi) TOWN shall have the right to determine in its sole discretion whether it will lease any portion of its Property to Additional Providers.

9.4.2. If Lessee subleases space on Lessee's tower within the Lessee Facilities, Lessee shall receive 100% of any rental paid by Additional Providers for such space. If TOWN leases ground space on the Property, TOWN shall receive 100% of any rental paid by Additional Providers for such ground space. Additional Providers shall be instructed to pay the foregoing percentage amounts directly to TOWN and Lessee. Lessee shall not be responsible to TOWN for the collection or payment of rents by Additional Providers to TOWN, and TOWN shall not be responsible to Lessee for the collection or payment of rents by Additional Providers to Lessee. Neither Party shall have liability to the other Party in the event of failure of payment by Additional Providers.

9.5. Sublease Requirements. All of the following requirements must be met prior to any sublease to an Additional Provider for collocation purposes:

9.5.1. All subleases shall (a) be in writing, (b) identify the Additional Provider as the sublessee, (c) require the sublessee to comply with all of the terms and conditions of this Lease to the same extent as Lessee must comply, and (c) be acceptable in form to the Marana Town Attorney.

9.5.2. Lessee and sublessee shall, at their own expense, obtain all necessary zoning, land use or similar approvals for the collocation on the Premises.

9.5.3. Lessee shall furnish TOWN with a set of the plans and specifications for any alteration of the Lessee Facilities or the Premises required for the Additional Provider to collocate on the tower within the Lessee Facilities, including, but not limited to, any additional antennae, power source or related equipment and improvements. Prior to the commencement of any construction or installation of any such alteration, TOWN shall have determined that the alterations are acceptable and shall have reviewed the plans and specifications and determined what additional permits and zoning requirements, if any, are applicable.

Article 10. Default and Remedies

10.1. Default by Lessee. Lessee shall be deemed in default of this Lease if any of the following occurs:

10.1.1. Lessee fails to pay Rent in compliance with Article 2 of this Lease Agreement or any other sums to TOWN when due, and does not cure such default within ten days of receipt of written notice from TOWN; or

10.1.2. If Lessee fails to comply with the performance of any other covenant or condition of this Lease Agreement and does not cure such other default within 30 days after written notice from TOWN specifying the default complained of, unless such default cannot reasonably be cured within 30 days, in which case Lessee will not be in default as long as Lessee commences to cure the default within the 30-day period and diligently pursues such cure to completion; or

10.1.3. If Lessee abandons the Premises and fails to pay rent or otherwise comply with the requirements of this Agreement for a period of four months or longer; or

10.1.4. If Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors.

10.2. TOWN's Remedies in Event of Lessee Default. In the event of a default by Lessee, TOWN shall notify Lessee, in writing, of said default. If Lessee fails to cure within 30 days after the date of the notice, or in such other applicable time period as outlined above, in addition to and not exclusive of any other remedy available to TOWN by operation of law, TOWN shall have the right, at its option, to terminate the Lease Agreement in which event Lessee shall immediately remove the Lessee Facilities and pay TOWN a sum of money equal to the total of: (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) any other amount reasonably necessary to compensate TOWN for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease.

10.3. Cure by TOWN. In the event of a default of this Lease Agreement by Lessee that TOWN reasonably believes will cause damage to property or injury to person if left

uncured, TOWN may, after the expiration of all notice and cure periods provided in this Agreement, cure the default for the account of and at the expense of the Lessee. If TOWN is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is reasonably compelled to incur any expense, including reasonable attorney fees, in instituting, prosecuting or defending any action to enforce TOWN's rights under this Lease, the sums so paid by TOWN, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Lessee to TOWN on the first day of the month following the incurring of the respective expenses provided that TOWN has provided Lessee with reasonable back-up documentation.

10.4. Default by TOWN. Except as otherwise set forth in this paragraph, TOWN shall be in default if TOWN fails to comply with the performance of any covenant or condition of this Lease Agreement and does not cure such other default within 30 days after written notice from Lessee specifying the failure to comply complained of, unless such failure to comply cannot reasonably be cured within 30 days, in which case TOWN will not be in default as long as TOWN commences to cure the failure within the 30-day period and diligently pursues such cure to completion. With regard to any covenants or conditions of TOWN related to Lessee's access or interference with its use or operation of Lessee Facilities, TOWN shall be in default if it does not cure such failure to comply within seven days of its receipt of written notice from Lessee, unless Lessee's service is interrupted by the failure to comply. If Lessee's service is interrupted by the failure to comply, TOWN shall be in default if it does not cure the failure to comply within 24 hours of its receipt of written notice from Lessee. In the event of a TOWN default and failure to cure, Lessee may terminate this Lease upon written notice to TOWN and shall immediately remove the Lessee Facilities as set forth in paragraph 5.9.

Article 11. Voluntary Termination

11.1. Voluntary Termination by Lessee. This Lease Agreement may be terminated by Lessee without further liability on 30 days' prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating the Lessee Facilities or using the Premises in the manner intended by Lessee; (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) Lessee otherwise determines, within its sole discretion, that it will be unable to use the Premises for Lessee's intended purpose.

11.2. Voluntary Termination by TOWN.

11.2.1. During the first Renewal Term (years 6-10), this Lease Agreement may be terminated by TOWN without further liability to Lessee if TOWN reasonably

determines termination is necessary to serve a governmental (non-proprietary) purpose, upon one year's prior written notice to Lessee.

11.2.2. At any time after the first Renewal Term (year 11 or subsequent), this Agreement may be terminated by TOWN without further liability to Lessee upon one year's prior written notice to Lessee.

Article 12. Damage or Destruction of Lessee Facilities

If the Lessee Facilities or any portion of the Lessee Facilities are destroyed or damaged so as to materially interfere with effective use of the Lessee Facilities through no fault or negligence of Lessee, Lessee may elect to terminate this Lease Agreement upon 30 days' written notice to TOWN. In such event, Lessee shall promptly remove the Lessee Facilities from the Premises as set forth in paragraph 5.9 and this Lease Agreement (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the same. Upon termination, Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. TOWN shall have no obligation to repair any damage to any portion of the Premises.

Article 13. Condemnation

If the Premises are taken by eminent domain, this Lease Agreement shall terminate as of the date title to the Premises vests in the condemning authority. If a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Lessee, as determined by Lessee, then Lessee shall have the right to terminate this Lease Agreement as of said date of title transfer, by giving 30 days' written notice to TOWN. In the event of any taking under the power of eminent domain, compensation shall be as determined by applicable law.

Article 14. Indemnity

14.1. Disclaimer of Liability. TOWN shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Premises, unless such injury or damage is caused by the negligence or willful misconduct of TOWN or TOWN's employees.

14.2. Indemnification. Lessee shall, at its sole cost and expense, indemnify and hold harmless TOWN and all associated, affiliated, allied and subsidiary entities of TOWN, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

14.2.1. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed

upon, incurred by, or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

14.2.2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien to the extent arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of TOWN, Lessee shall cause such claim or lien covering TOWN's property to be discharged or bonded within 30 days following Lessee's receipt of such request.

14.2.3. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees to the extent caused by any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Arizona or United States, including those of the Federal Securities and Exchange Commission.

14.2.4. Lessee's obligation to indemnify Indemnitees under this Lease Agreement shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence or willful misconduct of one or more Indemnitees.

14.3. Lessee's Right of Recovery. Nothing herein shall be construed to waive Lessee's rights to seek recovery against TOWN for TOWN's negligence or willful misconduct other than lost profits or revenues caused to Lessee's operations, or to seek recovery against third persons for any damages caused to property or injury to persons, in, upon or about the Premises by such other persons.

14.4. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purpose of this paragraph 14.4), all risk of dangerous conditions, if any, on or about the Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's negligence) arising out of Lessee's installation, operation, maintenance, condition or use of

the Premises or Lessee's failure to comply with any applicable federal, state or local statute, ordinance or regulation.

14.5. Defense of Indemnitees. If any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and TOWN; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of TOWN and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

14.6. Notice, Cooperation and Expenses.

14.6.1. TOWN shall give Lessee prompt notice of the making of any claim or commencement of any action, suit or other proceeding covered by the provisions of this Article. Nothing herein shall be deemed to prevent TOWN from cooperating with Lessee and participating in the defense of any litigation by TOWN's own counsel. Lessee shall pay all reasonable, third-party, out-of-pocket expenses incurred by TOWN in response to any such actions, suits or proceedings. These expenses shall include all reasonable, third-party, out-of-pocket expenses, such as attorney fees, and shall also include the reasonable expenses of TOWN's agents, employees or expert witnesses, and disbursements and liabilities assumed by TOWN in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided TOWN by Lessee.

14.6.2. If Lessee requests TOWN assist it in such defense then Lessee shall pay all reasonable, third-party, out-of-pocket expenses reasonably incurred by TOWN in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable expenses of TOWN's agents, employees or expert witnesses, and disbursements and liabilities assumed by TOWN in connection with such suits, actions or proceedings.

14.7. Indemnities and Insurance Cumulative. Lessee's obligations to indemnify do not diminish in any way Lessee's obligations to insure; and Lessee's obligations to insure do not diminish in any way Lessee's obligations to indemnify. Lessee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Lessee under or connected with this Agreement. The amount and type of insurance coverage required by this Agreement will in no way be construed as limiting the scope of the indemnities in this paragraph.

Article 15. Regulated/Hazardous Substances Indemnification

15.1. Applicable Laws. Lessee recognizes that assuring protection of public health, welfare and the environment from activities upon the Premises during the Lease Term is an important consideration for TOWN and during the Lease Term the federal, state and local laws, rules, regulations and ordinances relating to pollution, protection of the environment, public health, safety or industrial hygiene (hereinafter referred to as the "Applicable Laws") will change. Lessee warrants that throughout the Lease Term, Lessee will maintain compliance with all Applicable Laws with regard to its use of the Premises.

15.2. Regulated Substances. Lessee further warrants, unless disclosed and agreed to by TOWN, that no liquid, solid, semi-solid or gaseous Regulated Substances as defined herein which are, or during the Lease Term may become, subject to regulation under Applicable Laws, will be used on the Premises in violation of any Applicable Laws. "Regulated Substances" include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. Section 8909, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921, *et seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. Section 49-101, *et seq.*; and the rules and regulations adopted and guidelines promulgated pursuant to the Applicable Laws.

15.3. Discharges and Emissions. In addition to the other requirements of this Article 15, Lessee shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance in violation of any Applicable Laws.

15.4. Permits. Lessee has or will timely obtain, maintain and comply with all provisions of all permits, licenses and other authorizations which are required under the Applicable Laws for Lessee's use and operation of the Lessee Facilities (hereinafter referred to as the "Permits").

15.5. Notices Required. Lessee shall immediately notify TOWN, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the Applicable Laws or Permits. Lessee shall also immediately notify TOWN orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with Applicable Laws, Permits or the provisions of this Article, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.

15.6. TOWN Inspections. TOWN, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the Premises and to review and copy documents, records, and data maintained by Lessee relating to substances used and stored on the Premises or disposed of, released or otherwise removed from the Premises, in order to assure itself that Lessee is in compliance with the provisions of this Article 15. In addition, TOWN shall have the right, at its expense, to perform periodic environmental inspections as TOWN deems necessary using the services of qualified and duly licensed environmental engineers approved by Lessee whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as TOWN deems necessary to assure itself that Lessee is in compliance with the provisions of this Article.

15.7. Reimbursement of TOWN Costs; Remediation. If the results of the inspection indicate a need for further testing and/or remediation as a result of Lessee's use of the Premises in order to comply with Arizona Department of Environmental Quality (ADEQ) or Environmental Protection Agency (EPA) remediation standards or guidelines, then Lessee hereby agrees to reimburse TOWN for its reasonable inspection costs and to pay for such additional testing and remediation to the extent required as a consequence of Lessee's use of the Premises. Should remediation be required as a consequence of Lessee's use of the Premises, Lessee shall immediately undertake such remediation to the extent caused by Lessee's or its employees', agents' or contractors' use of the Premises, as is necessary to restore the condition of the Premises and shall diligently pursue such work to completion. Lessee's failure to timely perform its obligations under this Article shall be considered a material breach of this Lease, and Lessee's obligations under this Article shall continue beyond the expiration or termination hereof. Nothing in this Article shall constitute a waiver of any right of Lessee, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Premises.

15.8. Termination. Any instance of non-compliance with Applicable Laws, Permits or the provisions of this Article shall be grounds for termination subject to the notice and cure rights set forth in this Agreement.

15.9. Indemnification. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and hold TOWN harmless for any costs of legally required remediation of environmental contamination and from any claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, to the extent arising out of or relating in any way to Lessee's present or future use of, or activities or operations on or at, the Premises, or arising from or relating to any breach by Lessee or Lessee's agents, employees or contractors of the provisions of this Article. Lessee also agrees to indemnify and hold TOWN harmless for any costs and expenses reasonable incurred in connection therewith, including without limitation, any reasonable attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial,

corrective, or mitigating action costs, fines and penalties related in any way to Lessee's use of the Premises. These indemnities shall survive the termination of this Lease.

Article 16. Warranty of Quiet Enjoyment

TOWN covenants that so long as Lessee performs the covenants, terms and conditions required of Lessee contained herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the aforesaid term and any extensions thereof, and TOWN shall not in any manner interfere with or disrupt the Lessee's business or frustrate Lessee's intended use of the Property.

Article 17. Waiver of Lien

TOWN hereby waives any and all lien rights it may have, statutory or otherwise concerning the Lessee Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease Agreement, whether or not the same is deemed real or personal property under applicable laws, and TOWN gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Lessee's and/or Mortgagee's sole discretion and without TOWN's consent. Any Mortgagee shall contact TOWN prior to removal and TOWN may require Mortgagee to indemnify TOWN for any damages caused to the Premises by removal of the Lessee Facilities.

Article 18. Insurance

18.1. Coverage. During the Option Period and during the Lease, including any extensions, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance. The coverage amounts set forth below may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

18.1.1. Workers' Compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of $100,000 for each accident.

18.1.2. Comprehensive commercial general liability insurance with minimum limits of $1,000,000 as the combined single limit for each occurrence of bodily injury, personal injury and property damage and $2,000,000 aggregate. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

18.1.3. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Lessee, its employees and agents to comply with the provisions of

state law with minimum limits of $1,000,000 as the combined single limit for each occurrence for bodily injury and property damage.

18.1.4. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Lessee Facilities. Upon completion of the installation of the Lessee Facilities, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

18.1.5. All policies other than those for Workers' Compensation shall be written on an occurrence and not on a "claims made" basis.

18.2. Town Coverage. During the Lease, including any extensions, TOWN shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, comprehensive commercial general liability insurance with minimum limits of $1,000,000 as the combined single limit for each occurrence of bodily injury, personal injury and property damage and $2,000,000 aggregate.

18.3. Additional Insureds. TOWN and Lessee, and their respective agents, shall be covered as additional insureds on all of the other Party's policies required by this Article, except for Workers' Compensation policies (herein referred to as the "Additional Insureds"). This coverage can be provided by blanket additional insured endorsements. Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

> In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

18.4. Evidence of Insurance. Current certificates of insurance and endorsements for each insurance policy required to be obtained and maintained by Lessee in compliance with this Article shall be filed and maintained with TOWN within 30 days of execution of this Agreement and within ten days of any renewal or change in such policies. If TOWN is not provided current certificates and endorsements and must request an updated certificate or endorsement, Lessee shall pay an administrative fee of $25.00 for each certificate or endorsement so requested.

18.5. Lessee Insurance Primary. Lessee's insurance shall be primary insurance with respect to Lessee's obligations under this Agreement and in the protection of TOWN as an Additional Insured.

18.6. Waiver. All policies required by this Article, except for Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against the other Party, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the insured Party. The Parties shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

18.7. Representation of Coverage Adequacy. By requiring insurance herein, TOWN does not represent that coverage and limits will be adequate to protect Lessee. Failure to demand evidence of compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Lessee from, nor be construed or deemed a waiver of, Lessee's obligation to maintain the required insurance at all times during the performance of the Agreement.

18.8. Notice of Claims. Lessee shall immediately advise TOWN of any claim or litigation that Lessee becomes aware of if Lessee reasonably believes that it may result in liability to TOWN.

18.9. Cancellation of Policies of Insurance. Lessee shall give TOWN at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. Lessee shall give TOWN immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is a breach of this Agreement.

18.10. Insurance Companies. All insurance shall be affected under valid and enforceable policies, insured by insurers reasonably acceptable to TOWN.

18.11. Contractors. Lessee shall require that each and every contractor and subcontractor who performs work on the Premises carry, in full force and effect, Workers' Compensation, comprehensive commercial general liability and automobile liability insurance coverage of the type which Lessee is required to obtain under the terms of this Article with appropriate limits of insurance.

Article 19. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Lessee, to:
T-Mobile USA Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Compliance Site No. PH12200A

If to TOWN, to:	With a copy to:
Town Manager 11555 W. Civic Center Dr. Marana, Arizona 85653	Town Attorney 11555 W. Civic Center Dr. Marana, Arizona 85653

TOWN or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

Article 20. Miscellaneous Provisions

20.1. Waiver. Failure of TOWN or Lessee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but TOWN or Lessee shall have the rights to enforce such rights at any time. The receipt of any sum paid by Lessee to TOWN or by TOWN to Lessee after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

20.2. Attorneys' Fees. The prevailing Party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

20.3. Severability. If any provision of the Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.4. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, including, but not limited to, paragraphs 7 (Damages and Indemnification) and 9 (Consideration for Option) of the Option Agreement, and Article 5

(Improvements), Article 10 (Default and Remedies), Article 11 (Voluntary Termination), Article 12 (Damage or Destruction of Lessee Facilities), Article 13 (Condemnation), Article 14 (Indemnity), Article 15 (Regulated/Hazardous Substances Indemnification) and Article 18 (Insurance) and paragraph 20.10 (Covenant Not to Sue) of the Lease Agreement.

20.5. Governing Laws. This Agreement shall be governed under the laws of the state of Arizona, and be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

20.6. Memorandum of Agreement. A Memorandum of Agreement in the form attached hereto as Exhibit D may be recorded by Lessee confirming the (i) effectiveness of this Agreement, (ii) expiration date of the Lease Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

20.7. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both Parties.

20.8. Conflict of Interest. TOWN may cancel this Agreement pursuant to A.R.S. § 38-511 (conflict of interest), as may be amended from time to time. In the event TOWN elects to exercise its rights thereunder, TOWN agrees to immediately give notice thereof to Lessee.

20.9. Sale of Property. Any sale of all or part of TOWN's Property during the Option Period or the Lease Term shall be under and subject to this Agreement.

20.10. Covenant Not to Sue. The Parties are aware of Sections 6003 and 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Public Law 112-96, preliminarily codified at 47 U.S.C. §§ 1403 and 1455(a) ("Section 6003" and "Section 6409(a)"), are aware that such Sections have not yet been interpreted and applied by the courts, have differing views on the Sections' potential applicability to this Agreement, and have consulted their respective legal counsel with respect to same. The Parties agree that the Federal Communications Commission recent Report and Order, *Acceleration of Broadband Deployment by Improving Wireless Siting Facilities, Report and Order*, WT Docket No. 13-238, *et. al.*, FCC 14-153 (rel. Oct. 21, 2014), specifically stated that Section 6409(a) applies only to state and local governments acting in their role as land use regulators and does not apply to such entities acting in their proprietary capacities. TOWN may contend, among other things, that Sections 6003 and 6409(a) are unconstitutional under the Commerce Clause, Fifth and Tenth Amendments to the U.S. Constitution, do not apply to units of government acting in a proprietary capacity or if applied to light standards in the public rights of way jeopardize the public health, safety and welfare. The resolution of such contentions, which may not come to pass, is

premature. In order to reach agreement on the terms of this Agreement, and only for the purposes of it, the Parties agree on a covenant not to sue as follows:

> "Lessee, and its successors and assigns will not sue or contend, in any court, or before any agency or in any proceeding, that Sections 6003 or 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Public Law 112-96, preliminarily codified at 47 U.S.C. §§ 1403 and 1455(a), apply to or affect approvals required to be obtained from TOWN in its capacity as a landlord pursuant to this Agreement. For the purposes of the preceding: Sections 6003 or 6409(a) include any rule, order, guidance, interpretation or decision to the extent based on either or both such Sections, and; agency includes the Federal Communications Commission."

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

"TOWN":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Ed Honea
Mayor

_____
Date

"Lessee":

T-MOBILE WEST LLC, a Delaware limited liability company

_____
[NAME]
[Title]

_____
Date

Federal I.D.#: _____

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF _____)
ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____ , 2015 by_____, the _____ of T-MOBILE WEST LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A: Description of Property

Exhibit B: Map of the Site and Access Routes

Exhibit C: Site Plan

Exhibit D: Form of Memorandum of Agreement

EXHIBIT A

DESCRIPTION OF PROPERTY

LESSOR'S LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID PARCEL BEING ALL OF BLOCK 5, CONTINENTAL RESERVE, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 35, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF COMMON AREA B, PER SAID PLAT;

THENCE ALONG THE LINE COMMON WITH BLOCK 5 AND COMMON AREA B, SOUTH 31 DEGREES 23 MINUTES 40 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 58 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 16.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, NORTH 58 DEGREES 36 MINUTES 08 SECONDS WEST, A DISTANCE OF 289.40 FEET;

THENCE SOUTH 31 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 14 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 145.50 FEET;
THENCE SOUTH 47 DEGREES 50 MINUTES 08 SECONDS EAST, A DISTANCE OF 33.50 FEET;
THENCE SOUTH 81 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 144.20 FEET;
THENCE NORTH 65 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.26 FEET;
THENCE NORTH 31 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 74.35 FEET TO THE TRUE POINT OF BEGINNING.

:

EXHIBIT B

MAP OF THE SITE AND ACCESS ROUTES (PREMISES)

The Site is described and/or depicted as follows: (metes and bounds description):
APN:_____

The Premises are described and/or depicted as follows:

ATTACH A DRAWING OF THE SITE AND SEPARATELY IDENTIFY UTILITY ACCESS ROUTES AND VEHICULAR ACCESS ROUTES

Notes:

1. Lessee may replace this Exhibit with a survey of the Premises once Lessee receives it.
2. Lessee Facilities shall comply with setback requirements of TOWN and any other applicable governmental authorities.
3. The access road's width will be the width required by TOWN, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

:

EXHIBIT C

SITE PLAN

SEE ATTACHED

EXHIBIT D

WHEN RECORDED
RETURN TO:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/PH12200A

MEMORANDUM OF AGREEMENT
APN: _____

This MEMORANDUM OF AGREEMENT is entered into by and between the Town of Marana, Arizona, with an address of 11555 W. Civic Center Drive, Marana, Arizona 85653 (hereinafter referred to as "**TOWN**") and T-Mobile West LLC, a Delaware limited liability company, with an address of 12920 SE 38th Street, Bellevue, WA 98006 (hereinafter referred to as "**Lessee**").

1. TOWN and Lessee entered into an Option and Wireless Communications Site Lease Agreement ("**Agreement**") effective _____, 20_____ ("**Effective Date**").

2. The Agreement relates to a certain Site owned by TOWN described as set forth in **Exhibit A** and necessary access and utility easements (collectively referred to hereafter as the **"Premises")** as set forth in **Exhibit B,** attached hereto and incorporated by reference.

3. The Agreement allows Lessee to conduct investigations and tests to determine if the Premises are appropriate for installing, operating and maintaining a wireless communications facility and other improvements during a specified Due Diligence Period.

4. The Agreement allows Lessee to exercise an option to lease the Premises for a five-year term upon written notice to TOWN, with a provision for renewal for up to five additional five-year terms.

5. This Memorandum of Agreement is solely for purposes of memorializing the Agreement and shall not serve to change or alter any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year stated below.

"TOWN":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Ed Honea
Mayor

_____
Date

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"Lessee":

T-MOBILE WEST LLC, a Delaware limited liability company

_____
[NAME]
[Title]

_____
Date

:

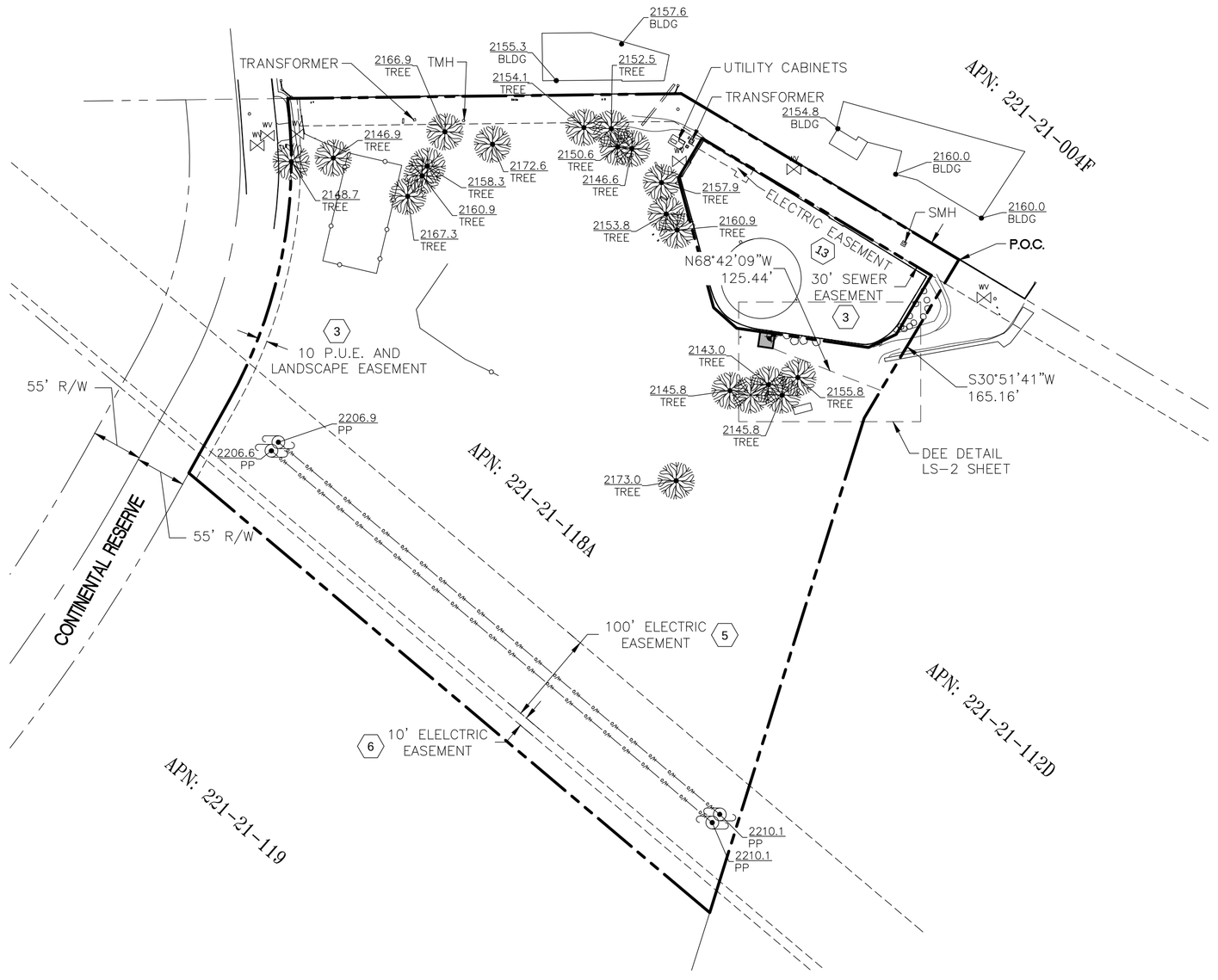
ATTACH EXHIBITS
(USE SAME EXHIBITS AS USED FOR THE LEASE)

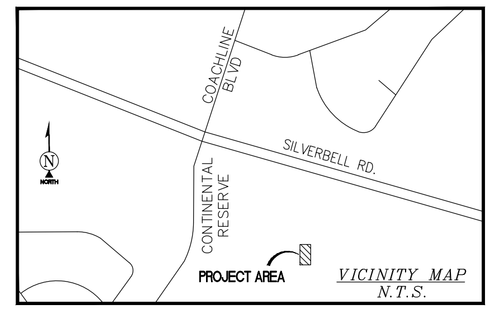
SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER #21404543, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED 11/03/2014. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

NOTE: ITEM(S) #

3. EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION.
   PLOTTED
4. EASEMENT FOR POWER LINES, AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 60, PAGE 68.
   AFFECT INDETERMINATE-ILEGIBLE
5. EASEMENT FOR POWER LINES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 70, PAGE 577.
   PLOTTED
6. EASEMENT FOR POWER LINES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 556, PAGE 297.
   PLOTTED
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, INCLUDING BUT NOT LIMITED TO ANY RECITALS CREATING EASEMENTS, LIABILITIES, OBLIGATIONS OR PARTY WALLS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN CONTAINED IN INSTRUMENT RECORDED IN DOCKET 11238, PAGE 998;
   ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN DOCKET 11445, PAGE 1506;
   ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN DOCKET 11737, PAGES 1964 AND 1967;
   ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN DOCKET 11755, PAGE 2471;
   AMENDED AND RESTATED IN DOCKET 11755, PAGE 2475;
   DESIGNATION OF DEVELOPER OWNER RECORDED IN DOCKET 11761, PAGE 648;
   DESIGNATION OF DEVELOPER OWNER AND ASSIGNMENT RECORDED IN DOCKET 12252, PAGE 5967;
   NOTICE OF ASSOCIATION RECORDED IN DOCKET 12373, PAGE 2925;
   AMENDED AND RESTATED IN DOCKET 12469, PAGE 4910;
   ASSIGNMENT OF DEVELOPER'S RIGHTS IN DOCKET 13714, PAGE 4758..
   NO AFFECT-NOTHING TO PLOT
8. TERMS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS, LIABILITIES AND OBLIGATIONS AS SET FORTH IN TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISIONS OF WATER UTILITY SERVICES RECORDED IN DOCKET 11282, PAGE 231.
   NO AFFECT-NOTHING TO PLOT
9. EASEMENT FOR EQUESTRIAN RIGHT OF WAY AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 11445, PAGE 1513.
   NO AFFECT-NOT ON PARCEL
11. UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT:
    MEMORANDUM OF GROUND LEASE
    LESSOR: CONTINENTAL RESERVE II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
    LESSEE: HB LAND DEVELOPMENT CO., AN ARIZONA CORPORATION
    RECORDED: JUNE 1, 2001 IN DOCKET 11561, PAGE 3524.
    NOTE: CONTAINS AND OPTION TO PURCHASER
    AFFECT INDETERMINATE-DOCUMENT NOT PROVIDED
12. ANY PRIVATE RIGHTS OR EASEMENTS WITHIN THE ROAD, STREET OR ALLEY ABANDONED BY MARANA RESOLUTION 2001-93 RECORDED IN DOCKET 11614, PAGE 2299; SCRIVENER'S ERROR RECORDED IN DOCKET 11624, PAGE 3267.
    NO AFFECT-NOTHING TO PLOT
13. EASEMENT FOR ELECTRIC TRANSMISSION AND COMMUNICATION FACILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 11673, PAGE 2788.
    PLOTTED
14. TERMS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHT, LIABILITIES AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT BETWEEN TOWN OF MARANA AND HB LAND DEVELOPMENT COMPANY RECORDED IN DOCKET 11648, PAGE 2340 AND RE- RECORDED IN DOCKET 11667, PAGE 2156
    NO AFFECT-NOT PLOTTABLE
19. EASEMENT FOR INGRESS, EGRESS AND WATER FACILITY AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 12602, PAGE 2239.
    NO AFFECT-NOTHING TO PLOT
20. TERMS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS, LIABILITIES AND OBLIGATIONS AS SET FORTH IN TOWN OF MARANA DEVELOPMENT AGREEMENT RE: DEVELOPMENT IMPACT FEE CREDITS RECORDED IN DOCKET 12656, PAGE 2572.
    NO AFFECT-NOTHING TO PLOT





DIRECTIONS TO SITE

FROM THE T-MOBILE OFFICES IN TEMPE, AZ HEAD NORTH ON S. PLAZA DR.; TURN RIGHT ON S. PRIEST DR.; TURN RIGHT ONTO W. BASELINE RD.; TURN LEFT TO MERGE ONTO I-10 E. TOWARD TUCSON; MERGE ONTO I-10E; TAKE EXIT 244 TOWARD TWIN PEAKS ROAD; TURN RIGHT ONTO W. TWIN PEAKS RD.; TURN LEFT ON N. COACHLINE BLVD.; CONTIUNE ONTO CONTINENTAL RESERVE LOOP; THE DESTINATION WILL BE ON THE LEFT

SURVEY DATE

02/25/2015

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12A' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'SMARTNET' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

FLOOD ZONE

THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #04019C1655L, DATED JUNE, 16, 2011.

SURVEYOR'S NOTES

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

LESSOR'S LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID PARCEL BEING ALL OF BLOCK 5, CONTINENTAL RESERVE, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 35, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

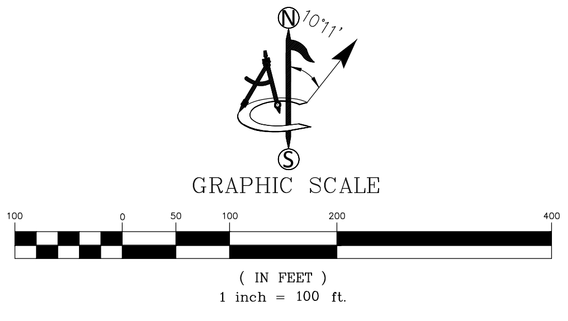
COMMENCING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF COMMON AREA B, PER SAID PLAT;

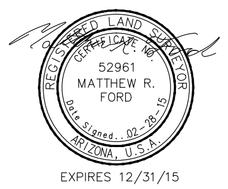
THENCE ALONG THE LINE COMMON WITH BLOCK 5 AND COMMON AREA B, SOUTH 31 DEGREES 23 MINUTES 40 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 58 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 16.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, NORTH 58 DEGREES 36 MINUTES 08 SECONDS WEST, A DISTANCE OF 289.40 FEET;

THENCE SOUTH 31 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 14 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 145.50 FEET;
THENCE SOUTH 47 DEGREES 50 MINUTES 08 SECONDS EAST, A DISTANCE OF 33.50 FEET;
THENCE SOUTH 81 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 144.20 FEET;
THENCE NORTH 65 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.26 FEET;
THENCE NORTH 31 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 74.35 FEET TO THE TRUE POINT OF BEGINNING.





EXPIRES 12/31/15

T-Mobile
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

Ambit
ENGINEERING
1417 EAST SOUTHERN AVENUE
TEMPE, ARIZONA 85282 (480)659-4072

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RLS
RELIANT LAND SURVEYING
RELIANT LAND SERVICES
7101E. CAMELBACK RD., SUITE 310 SCOTTSDALE, AZ 85251
PH. (602) 535-0050 FAX (602) 535-0002
WWW.RLSUSA.COM

REV	DATE	DESCRIPTION
0	02/27/15	SUBMITTAL

DRAWN BY: DRH
CHECKED BY: MF

PH12200A
RATTLESNAKE RIDGE PARK
8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 85473

SHEET TITLE: SITE SURVEY

SHEET NUMBER: LS-1

EXHIBIT B TO OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT
Page 1 of 3

LEASE AREA LEGAL DESCRIPTION

A PORTION OF BLOCK 5, CONTINENTAL RESERVE, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 35, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 5;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 30° 51' 41" WEST, 165.16 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 68° 42' 09" WEST, 125.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 81° 38' 55" WEST, 16.00 FEET;

THENCE NORTH 08° 21' 05" EAST, 16.00 FEET TO A POINT ON THE BOUNDARY OF THE "REMAINDER PARCEL" AS SHOWN AND DESCRIBED IN DOCKET 12602, PAGE 2228, RECORDS OF SAID COUNTY;

THENCE ALONG SAID LINE, SOUTH 81° 38' 55" EAST, 16.00 FEET;

THENCE DEPARTING SAID LINE, SOUTH 08° 21' 05" WEST, 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 256 SQUARE FEET, MORE OR LESS

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

LEGEND

CMU	CONCRETE MASONRY UNIT
CONC	EDGE OF CONCRETE
D/W	ACCESS DRIVEWAY
EDR	EDGE OF DIRT ROAD
EP	EDGE OF PAVEMENT
FC	FACE OF CURB
NG	NATURAL GRADE
R/W	RIGHT OF WAY
WALL	TOP OF WALL
ICV	IRRIGATION CONTROL VALVE
SMH	SEWER MANHOLE
TMH	TELCO MANHOLE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMNT

TREES

POWER POLE

WATER CONTROL VALVE

POSITION OF GEODETIC COORDINATES

SPOT ELEVATION

CMU WALLS

CHAIN LINK FENCE

WROUGHT IRON FENCE

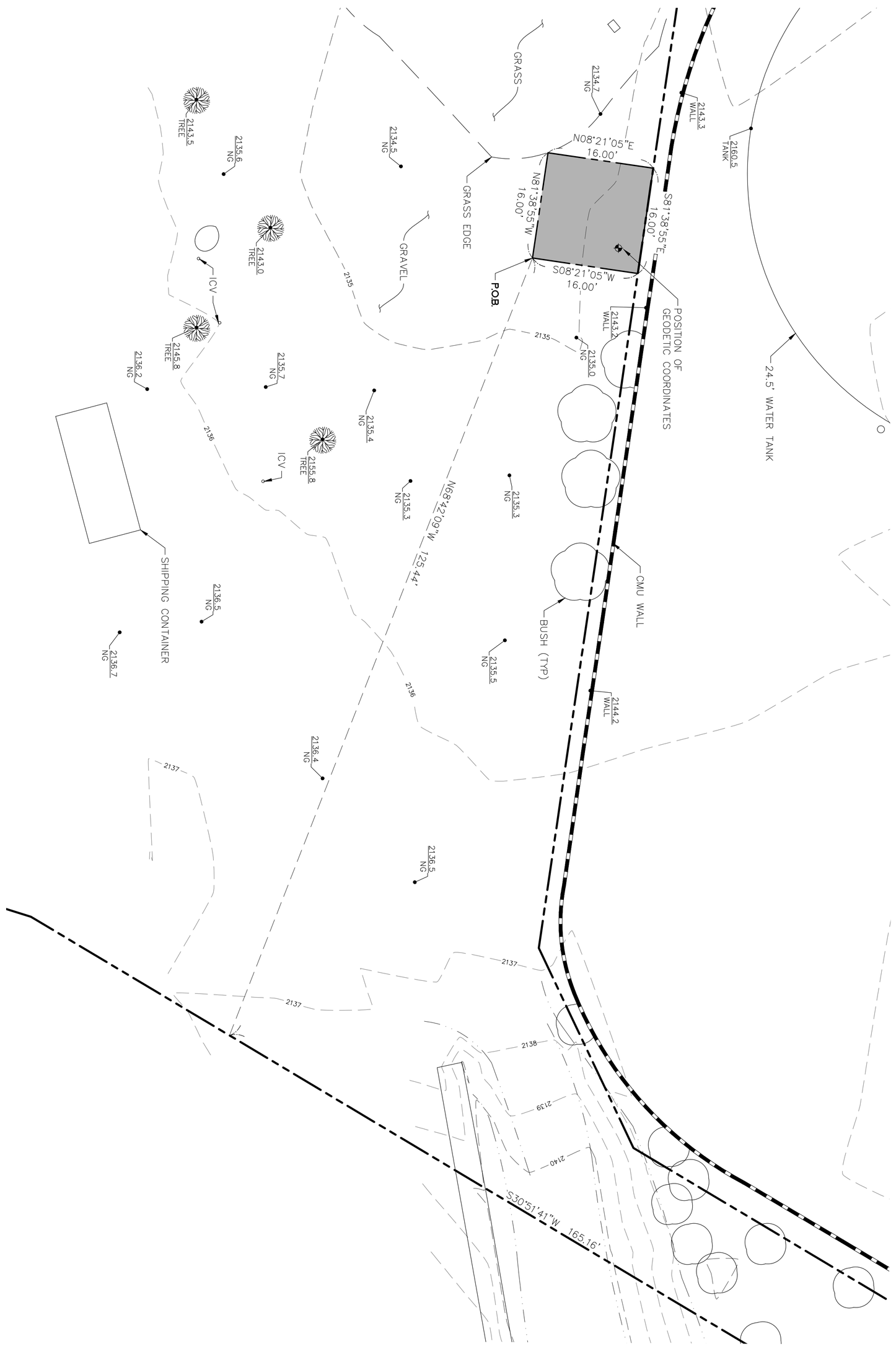
SUBJECT PROPERTY LINE

ADJACENT PROPERTY LINE

EASEMENT LINES

MAJOR CONTOUR INTERVAL

MINOR CONTOUR INTERVAL



GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

POSITION OF GEODETIC COORDINATES
LATITUDE 32° 21' 43.8" NORTH (NAD83)
LONGITUDE 111° 07' 17.6" WEST (NAD83)
GROUND ELEVATION @ 2135.0' (NAVD88)

REGISTERED LAND SURVEYOR
MATTHEW R. FORD
52961
DATE SIGNED 02-28-15
MATTHEW R. FORD U.S.A.
EXPIRES 12/31/15

SHEET TITLE: SITE SURVEY

SHEET NUMBER: LS-1

DRAWN BY: DRH
CHECKED BY: MF

PH12200A
RATTLESNAKE RIDGE PARK
8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 85473

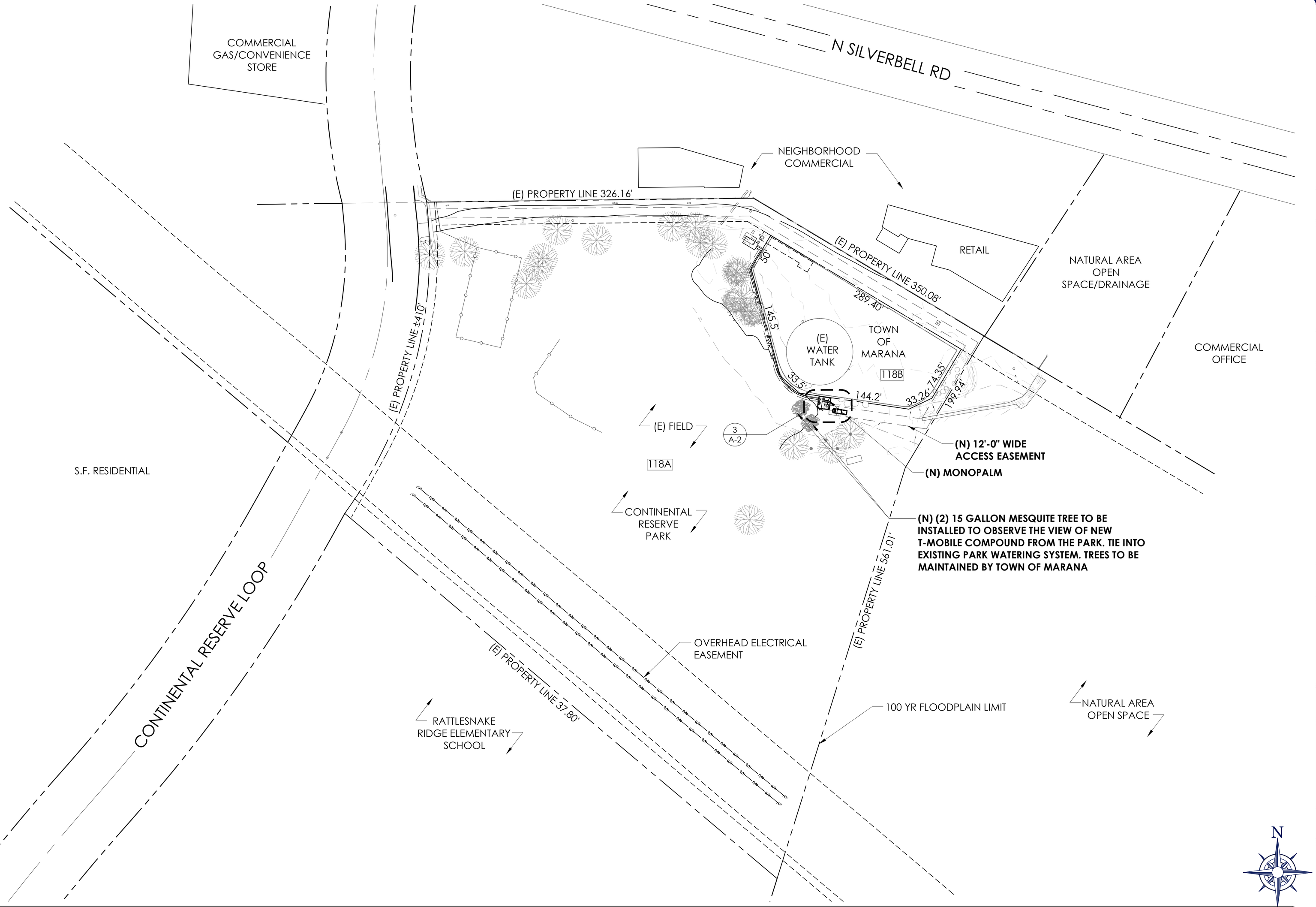
DESCRIPTION	DATE	REV
SUBMITTAL	02/27/15	0

RLS
RELIANT LAND SERVICES
7101E. CAMELBACK RD., SUITE 310 SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH. (602) 535-0050 FAX (602) 535-0002

Ambit Consulting
412 EAST SOUTHERN AVENUE
TEMPE, ARIZONA 85282 (480)659-4072

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PHONE: (602)638-2600 FAX: (480) 638-2582



1 OVERALL SITE PLAN

24"x36" SCALE: 1" = 60'-0"
11"x17" SCALE: 1" = 120'-0"
60' 30' 0' 60'

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LICENSED PROFESSIONAL ENGINEER

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RLS
R.ELIANT LAND SER VICES
7201 E. CAMELBACK RD, SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH. (602) 453-0050 FAX (602) 453-0002

REV	DATE	DESCRIPTION
A	01/15/15	TOWN CONSTRUCTION DRAWINGS

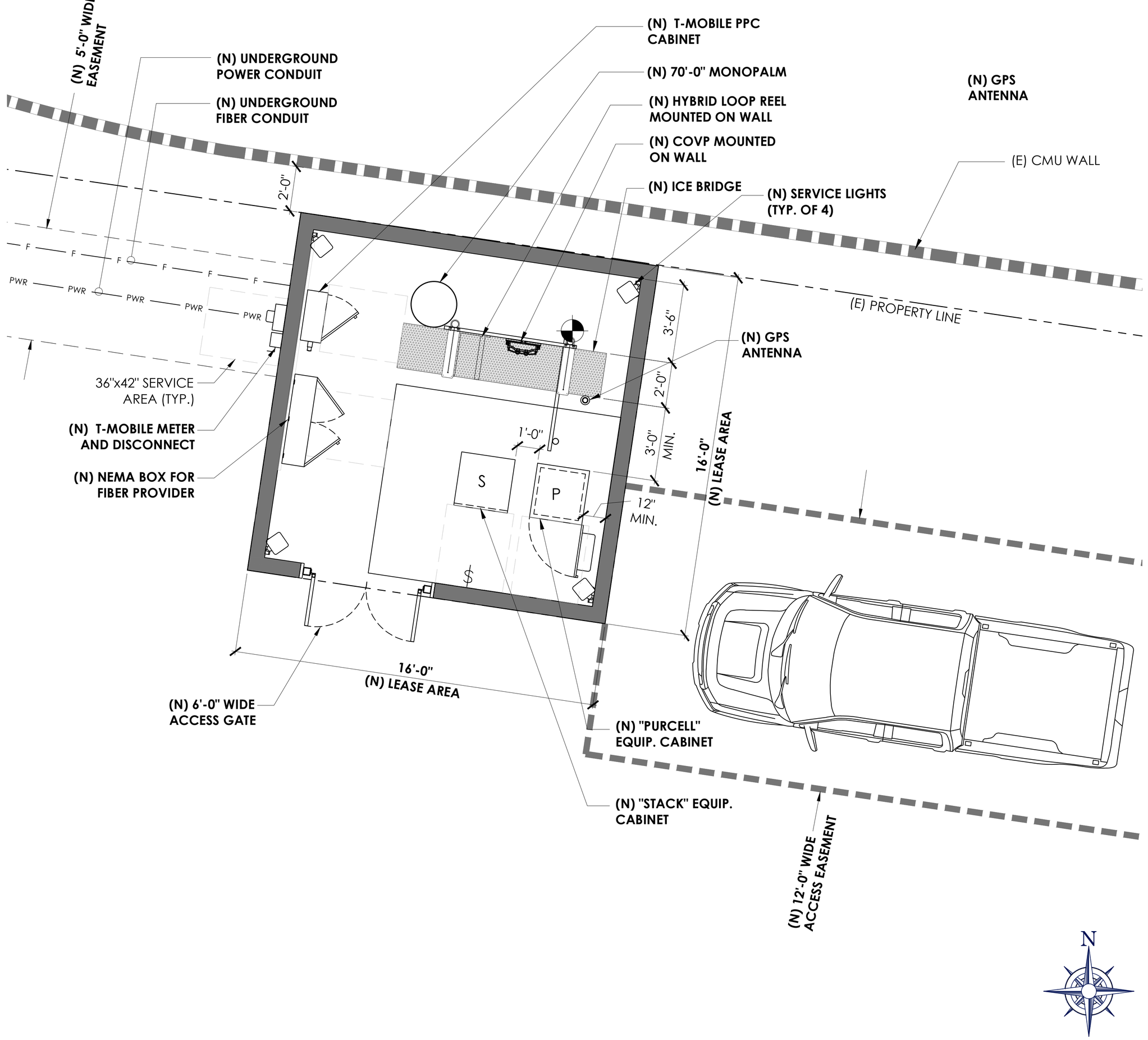
DRAWN BY: TJ
CHECKED BY: TJ

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1

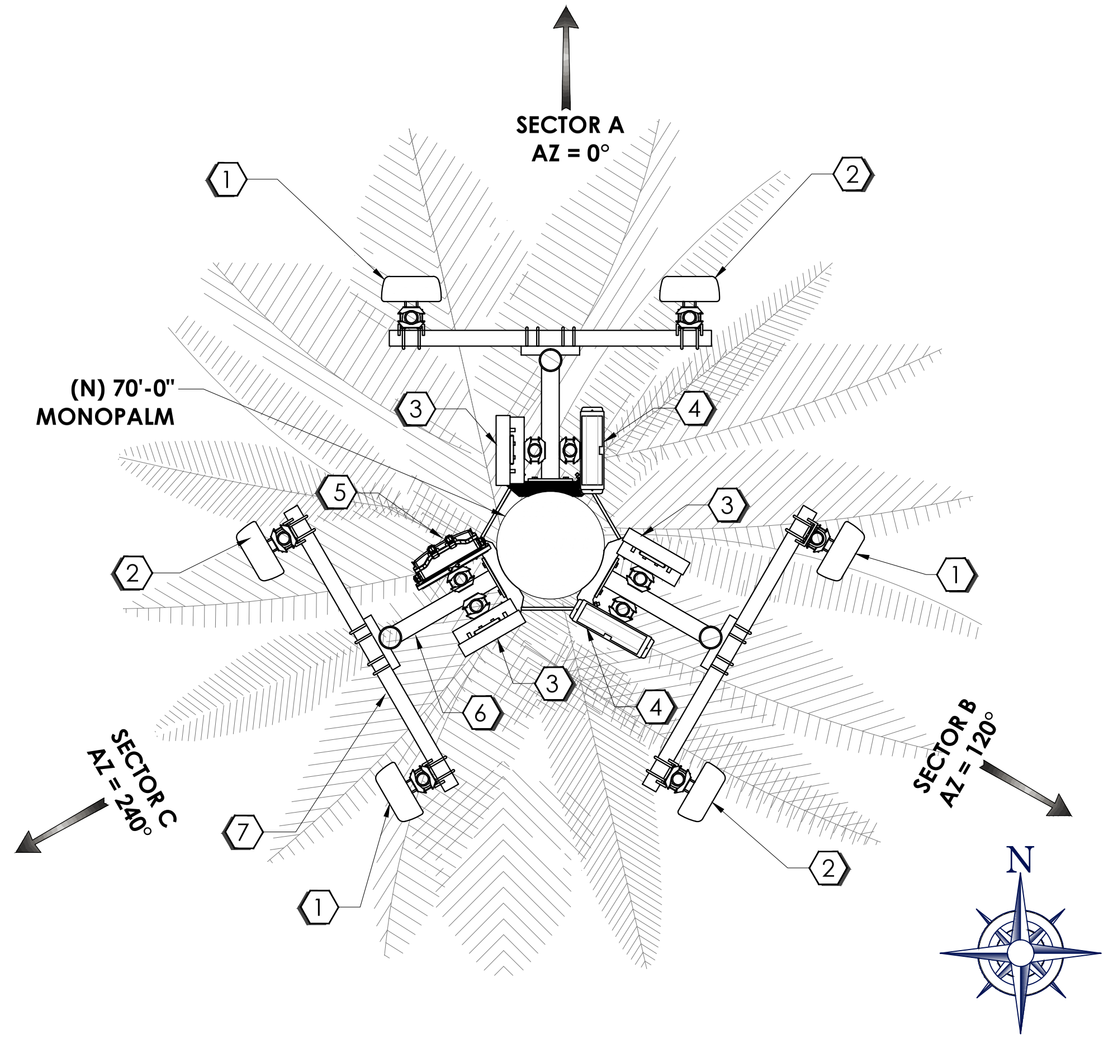
EXHIBIT B TO OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT
Page 3 of 3



2 ENLARGED SITE PLAN

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"
2' 1' 0" 2'

KEYNOTE	ANTENNAS				
	POS	TECHNOLOGY	COUNT	MODEL #	NOTES
1	1	LTE	3	APX17DWV-17DWV-S-E-A20	1 PER SECTOR
2	2	GSM/UPCS	3	APX17DWV-17DWV-S-E-A20	1 PER SECTOR
- -	RRU's (REMOTE RADIO UNITS)				
	POS	TECHNOLOGY		MODEL #	NOTES
3	-	LTE	3	FRIG	-
4	-	GSM/UPCS	2	FXFC	-
5	-	COVP	1	RNSNDC-7771-PF-48	-
6	-	-	3	STANDOFF	2'-0"
7	-	-	3	BOOM & GATE	6'-0"



1 ANTENNA LAYOUT

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"
2' 1' 0" 2'

T-Mobile
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

LICENSED PROFESSIONAL ENGINEER
I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ARIZONA. IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

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RELIANT LAND SERVICES
7201 E. CAMELBACK RD. SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 453-0002 FAX: (602) 453-0050

REV.	DATE	DESCRIPTION
A	01/15/15	100% CONSTRUCTION DRAWINGS

DRAWN BY: TJ
CHECKED BY: TJ

PH12200A
RATTLESNAKE RIDGE
8588 N CONTINENTAL
RIDGE CORP.
TUCSON, AZ 85743

SHEET TITLE
ENLARGED SITE PLAN
ANTENNA PLAN
EQUIPMENT LAYOUT

SHEET NUMBER
A-2

EXHIBIT C TO OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A5

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: September 1, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-096: Relating to Municipal Court; appointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2015; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar (Jane Fairall)

Discussion:

At its August 26, 2015 meeting, the Town Council directed staff to complete a background check and to negotiate and prepare a Marana Town Magistrate employment agreement with Ms. Laine Sklar for Town Council consideration.

Staff has completed the work as directed. This agenda item seeks formal council appointment of Laine Sklar as the Town Magistrate, along with approval of the employment agreement between the Town and Ms. Sklar. The employment agreement for Town Magistrate provides for salary and benefit considerations and covers the period from October 1, 2015 through September 30, 2017.

Ms. Sklar was selected for the position of Town Magistrate following a recruitment and selection process that began on July 1, 2015 with advertisement of the vacancy. A total of 20 individuals applied for the position, and 17 of those met the minimum qualifications established by the Town Council at its June 30, 2015 meeting. At its August 11, 2015 meeting, after reviewing the application materials and qualifications of the 17 eligible candidates, the Council selected three candidates for interviews. Interviews were conducted on August 26, 2015. Following the interviews, the Council directed staff to begin negotiations with Laine Sklar for the position of Town Magistrate. Ms. Sklar has served as an attorney with the Town of Marana since 2006, and has been the Town Prosecutor since 2011.

Financial Impact:

The compensation and other costs related to the Town Magistrate contract are properly budgeted for fiscal year 2015-2016.

Staff Recommendation:

As the Town Magistrate position is a Council appointment, staff makes no recommendation.

Suggested Motion:

I move to adopt Resolution No. 2015-096, appointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2015; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar.

Attachments: Resolution 2015-096
Exhibit A - Agreement

MARANA RESOLUTION NO. 2015-096

RELATING TO MUNICIPAL COURT; APPOINTING LAINE SKLAR AS MARANA TOWN MAGISTRATE FOR A TWO-YEAR TERM BEGINNING OCTOBER 1, 2015; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND LAINE SKLAR.

WHEREAS the position of Marana Town Magistrate is currently vacant; and

WHEREAS Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed to a two-year term; and

WHEREAS the Town Council conducted a recruitment and selection process in order to obtain a highly qualified candidate; and

WHEREAS Laine Sklar is a member in good standing of the State Bar of Arizona with extensive courtroom experience; and

WHEREAS the Town Council finds that the appointment of Laine Sklar as Marana Town Magistrate is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Laine Sklar is hereby reappointed as Marana Town Magistrate for a two-year term beginning on October 1, 2015, and that the Town Magistrate Employment Agreement attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 1st day of September, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

TOWN MAGISTRATE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LAINE P. SKLAR (the "Judge") for magistrate services. The Town and the Judge are collectively referred to in this Agreement as the "Parties" and are sometimes individually referred to as the "Party."

RECITALS

A. The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402, and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403.

B. The Judge is a member in good standing of the State Bar of Arizona with extensive Arizona courtroom experience.

C. The Judge has been selected to be the Marana Town Magistrate, and the Parties desire to enter into this Agreement to set forth the responsibilities and obligations of both Parties.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Agreement, the Parties hereby agree as follows:

Article 1. Magistrate Appointment and Compensation

1.1. Appointment. The Town hereby appoints and employs the Judge as Marana Town Magistrate for a two-year term beginning October 1, 2015 and ending September 30, 2017.

1.2. Compensation. The Judge shall be paid a base salary of $91,382.00 per year for the period of this Agreement, modified by any increases noted herein.

1.3. Annual Salary Adjustment. The Parties recognize that performance reviews and merit-based salary adjustments would not be consistent with maintaining the independence of the Marana Town Magistrate. On the other hand, restricting the Judge's compensation to base salary would provide lesser salary increases than are typical for unclassified (management) positions of the Town. To balance these considerations, the Parties agree that if the Town Council approves salary increases for employees in unclassified positions for the fiscal year beginning July 1, 2016, due to a market adjustment, the Judge shall receive a salary increase equal to the market adjustment for unclassified positions, effective October 1, 2016.

1.4. Continuing Legal Education. The Town shall pay registration fees, mileage expenses and standard reasonable lodging and meal reimbursements for the Judge to attend the annual Arizona Judicial Conference, and other seminars within the State of Arizona that are required to satisfy the Judge's continuing legal education requirements.

1.5. Status. For purposes of determining employee benefits, the Judge shall be an employee of the Town, and not an independent contractor, and shall receive all of the normal employee benefits accruing to other Town employees with the following clarifications.

1.5.1. In addition to the 16 hours of personal leave generally provided to most full-time Town employees on an annual basis, the Judge shall be granted an additional 40 hours of

personal leave annually, for a total of 56 hours personal leave per year. The 56 hours of personal leave shall not accrue and will be forfeited if not used within each calendar year.

1.5.2. The Judge shall accrue vacation leave at the rate set forth in the Town's personnel policies, depending upon the Judge's length of service as an employee with the Town.

1.6. Judicial Independence. Notwithstanding the Judge's status as a Town employee for purposes of determining benefits, the authority, if any, of the Town over the Judge shall be limited given the obligation to maintain the independence and integrity of the judiciary. Nevertheless, the Parties agree that the Judge shall comply with all applicable State and Federal laws, and that the Town's personnel policies and administrative directives shall apply to the Marana Municipal Court and its employees.

1.7. Administrative Modifications. The parties recognize that changes in Magistrate Court personnel and fluctuations in Magistrate Court usage may require modification of the administrative duties of the Marana Town Magistrate and other Magistrate Court employees. The parties agree to cooperate and coordinate in making adjustments to the duties of the Marana Magistrate and other Magistrate Court employees, as necessary, to adjust to these changes.

Article 2. Full Time Employment

The Parties acknowledge and agree that the position of Marana Town Magistrate is a full time, forty-hour a week job, considering the Marana Town Magistrate's duties at the Magistrate Court and responsibility to attend other meetings and functions of the Court and the Town. Consequently, the Judge shall typically work normal work hours (Monday through Friday, 8 A.M. to 5 P.M.), vacation, personal, and sick days and holidays excepted.

Article 3. Community Service

The Judge shall be available for and participate in such community outreach and community service activities as the Judge determines are consistent with and do not create a conflict of interest or any appearance of impropriety with her position as Town Magistrate. Any hours spent participating in community service activities shall be included for purposes of work load tracking under Article 2.

Article 4. Termination

4.1. By the Judge. The Judge may terminate this Agreement at any time.

4.2. By the Town. The Town may terminate this Agreement in any manner consistent with the laws of the State of Arizona, including without limitation termination for cause after a due process hearing or upon removal of the Judge from the office of Marana Town Magistrate by the Arizona Supreme Court pursuant to Article 6.1, Section 2 or Section 3 of the Arizona Constitution.

4.3. By Death. This Agreement automatically terminates upon the Judge's death.

4.4. By Term. This Agreement terminates on September 30, 2017, if not previously terminated pursuant to other provisions of this Article.

4.5. Effect of Termination. The Judge's status as a Town employee, and her rights to receive compensation and benefits, shall terminate upon the termination of this Agreement. The amount of the Judge's compensation shall be pro-rated based on the termination date.

Article 5. General Terms and Conditions.

5.1. Effective Date. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date").

5.2. Counterparts. This Agreement may be executed in two 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 signatures of all Parties may be physically attached to a single document.

5.3. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Judge, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

"THE TOWN":	"THE JUDGE":
THE TOWN OF MARANA, an Arizona municipal corporation	LAINE P. SKLAR
By: _____	_____
Ed Honea, Mayor	Laine P. Sklar
Date: _____	Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney