MARANA PLANNING COMMISSION
REGULAR COMMISSION MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, July 29, 2015, at or after 6:30 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Planning Commission and to the general public that the Planning Commission will hold a meeting open to the public on July 29, 2015, at or after 6:30 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COMMISSION 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*.

MARANA PLANNING COMMISSION
Welcome to this public meeting of the Marana Planning Commission. The Commission consists of seven citizens who are appointed by the Town Council and serve without pay. For the most part, the Commission acts in an advisory capacity to the Town Council on matters related to land use planning and zoning. Citizens are encouraged to address the Commission with their concerns on agenda items during the public testimony portions of the meeting, or other issues at the Call to the Public.

Meeting Times
Regular Commission meetings are usually held on the last Wednesday of each month at 6:30 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.

Speaking at Meetings
If you are interested in speaking to the Commission 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 Planning Commission Secretary prior to the convening of the meeting.

All persons attending the Commission meeting, whether speaking to the Commission or not, are expected to observe the Commission 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.marana.com .

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.marana.com .

REGULAR COMMISSION MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION/MOMENT OF SILENCE

ROLL CALL

CALL TO THE PUBLIC
At this time, any member of the public is allowed to address the Planning Commission on any issue within the jurisdiction of the Planning Commission, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three (3) minutes to speak. Any persons wishing to address the Commission must complete a speaker card (located at the rear of the Commission Chambers) and deliver it to the Commission Secretary prior to this agenda item being called. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Commission may respond to criticism made by those who have addressed the Commission, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda. However, members of the Commission shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

ELECTION OF BOARD CHAIRPERSON AND VICE-CHAIRPERSON

APPROVAL OF AGENDA

ANNOUNCEMENTS

GENERAL ORDER OF BUSINESS

A. Approval of Minutes of the June 24, 2015 Meeting

B. Public Hearings

1. PCM1501-001: 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)

C. Commission Action
Opening remarks by an applicant should not exceed ten minutes. Comments by others should not exceed three minutes.

1. A request for a recommendation to the Town Council for approval of PRV1503-001, a preliminary plat for Willow Vista, Lots 1-69 and Common Area 'A'. (Brian Varney)

D. Informational Items/Possible Action Items

FUTURE AGENDA ITEMS

EXECUTIVE SESSIONS
Pursuant to A.R.S. 38-431.03, the Planning Commission may vote to go into executive session, which will not be open to the public, to discuss certain matters.

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

ADJOURNMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

To: Planning Commission

From: Terri Byler, Executive Assistant

Date: July 29, 2015

Subject: **Approval of Minutes of the June 24, 2015 Meeting**

Attachments: June 24, 2015 Meeting Minutes

PLANNING COMMISSION MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 24, 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

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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. All Commission Members were present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. ***Motion to approve by Vice Chair Duncan, seconded by Commissioner Jakab. Passed unanimously 7-0.***

ANNOUNCEMENTS.

GENERAL ORDER OF BUSINESS. Approval of May 27, 2015 meeting minutes. ***Motion to approve by Commissioner Miklosi, seconded by Commissioner Fehrmann. Passed unanimously 7-0.***

PUBLIC HEARINGS.

1. **PCZ1409-001 Saguaro Ranch Specific Plan**, **GPA1409-001 General Plan Minor Amendment, and PCM1504-001 Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement**: Request to rezone approximately 508 acres of land from 'RD-180' Rural Development to 'F' Specific Plan for the purpose of establishing the Saguaro Ranch Specific Plan; approval of a minor amendment to the General Plan; and approval of an Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement. The property is generally located one mile north of the north terminus of Thornydale Road in Sections 17 and 20, Township 11S, Range 13E (Brian Varney)

Brian Varney the Planning Center is requesting recommendation to the Town Council the approval of three applications. These applications include the Saguaro Ranch Specific Plan – proposed rezone of 508 acres from RD-180 to F (Specific Plan), a General Plan minor amendment from Rural Density Residential (RDR) to Master Plan Area (MPA) and an amendment and restatement of 2003 pre-annexation and development agreement, including two amendments from 2004. The current zoning is RDR. The entire project area encapsulates approximately 1,049 acres with 106 platted lots currently.

The proposed maximum of 150 lots will be spread out over four development areas – which include Lot 50 - 62 lots covering 51 acres, Plateau - 77 lots covering 171 acres, RD-180 - one lot covering 4.2 acres and Ranchette - 7 lots covering 286 acres. Access to the site will be provided through the tunnel at the gated entrance. All internal roads will be private and will be maintained by Saguaro Ranch.

Approximately 161 acres of the northern portion of the Ranchette development will be designated as a conservation area for the protection of the mountain landscape, as well as important Sonoran Desert Tortoise habitat. The area will remain undisturbed, with the exception of a public trail. The public trail is an important benefit of the project and will be located along the west side of the Saguaro Ranch project.

Chairman Schnee had a question regarding the sewer system on Lot 50. **Mr. Varney** stated that Lot 50 is proposed to have its own private sewer system. The balance of the project will have individual septic systems. **Chairman Schnee** asked about the casita units in Lot 50. **Mr. Varney** stated the intent is to allow casita-type developments as an attached product on the 8,000 S.F. lots but they will not be using the site plan that was approved under the "Guest Ranch".

Vice Chair Duncan asked about the status of the trail. **Mr. Varney** stated that the applicant is working with the town to find a sustainable trail alignment and dedicate the necessary easement. Once dedicated, the trail construction would be completed by the town. **Ryan Mahoney** with regard to the construction of the trail, the applicant will be required to pay our park impact fee assessment.

Linda Morales – Planning Center – stated that Saguaro Ranch is proposed under the existing RD-180 zoning. The second largest area proposed for development is the "Plateau". A desert tortoise conservation area has been proposed.

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Lot 50 is slated for owner-occupied 8000 S.F. lots. The proposed project disturbance is 80% natural open space and 20% disturbance.

Chairman Schnee had a question as to the total number of residential lots. **Mr. Mahoney** this entitlement will limit the lots to 150 in the specific plan area. There are currently some lots outside of the entitled area that are part of the original Saguaro Ranch, which have a current entitlement.

Chairman Schnee opened and closed the public portion of the hearing.

Vice Chair Duncan and Commissioners Fehrmann, Jakab, Miller and Officer had no questions or concerns with the project. **Commissioner Miklosi** felt the plan is a perfect fit for the area.

Motion to approve the PCZ1409-001 Saguaro Ranch Specific Plan and GPA1409-001 General Plan minor amendment by Commissioner Jakab, seconded by Commissioner Miklosi. Passed unanimously. 7-0.

Motion to adopt Planning Commission Resolution 2015-01, as proposed by staff, by Commissioner Fehrmann, seconded by Commissioner Jakab. Passed unanimously. 7-0.

COMMISSION ACTION.

1. PRV-1209P Yoem Subdivision; request for a recommendation to the Town Council for approval of a preliminary plat for Yoem Subdivision, Lots 1-25 and Common Areas A-D. (Shannon Shula)

Shannon Shula stated the applicant, Arrowhead Engineering, requests a preliminary plat approval for a 25-lot subdivision. The subject property is located on the NE corner of Barnett Road and Sandario Road. This project combines two parcels; 1.96 acres and 2.62 acres, then subdividing the parcels into 25 lots. The proposal also includes a landscape plan with a 10-foot wide landscape buffer along Sandario Road and an 8-foot high screen wall along Barnett Road. The project is in compliance with the Land Development Code and the General Plan.

Chairman Schnee asked if the existing homes would fit into the plat design. **Ms. Shula** yes. **Chairman Schnee** also asked about the height of the viewing fence. **Mr. Mahoney** stated that the fence height will be 4 ½ feet. **Vice Chair Duncan** asked if there were any barriers planned for the west side of the project. **Ms. Shula** no. A screening wall to the south and the landscape buffer to the west are planned. The screening wall is intended for protection from the CMID canal to the south.

The Commission had no concerns with the project.

Motion to approve by Commissioner Jakab, seconded by Commissioner Miller. Passed unanimously. 7-0.

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INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

FUTURE AGENDA ITEMS.

ADJOURNMENT. ***Motion to adjourn at 7:21 p.m. by Commissioner Miklosi, seconded by Commissioner Officer. Passed unanimously. 7-0***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on June 24, 2015. I further certify that a quorum was present.

Terri Byler, Planning Commission Secretary

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11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

To: Planning Commission

From: Brian Varney, Planner II

Date: July 29, 2015

Strategic Plan Focus Area:
Commerce, Community

Subject: PCM1501-001: 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)

Discussion:

The Town and the former owners of the Willow Ridge development entered into the Willow Ridge Development Agreement ("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. The current owners of this 35-lot 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. A request for a recommendation for approval of the preliminary plat for Willow Vista Lots 1-69 is on the July 29, 2015 Planning Commission agenda.

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.

Planning Commission's Responsibility

The Land Development Code provides that the Planning Commission, by adoption of a resolution that includes "written findings specifying the facts and information relied upon…in rendering [its] decision and recommendation," "shall make a report and recommendation to the Town Council, by affirmative vote [of] not les than a majority or its voting members," that the proposed development agreement be adopted as proposed, adopted with modifications, or denied. A staff draft of the Planning Commission resolution is provided with the backup materials for this item.

Public Notification

The required notice for this public hearing was properly advertised in The Daily Territorial newspaper, and all property owners within 300 feet of the property boundary were noticed by United States mail of the date and time of the public hearing. Notice was also posted at various locations within the community.

Recommended Findings of Fact

The staff's recommended finding are contained in the draft Planning Commission resolution provided with the backup materials for this item.

Staff Recommendation:

Staff recommends approval based upon the recommended findings.

Suggested Motion:

Staff recommends that the Planning Commission move one of the following options:

Option 1: I move to adopt Planning Commission Resolution 2015-02 as proposed by staff.

Option 2: I move to adopt Planning Commission Resolution 2015-02 as proposed by staff subject to the following modifications (add as necessary).

Option 3: I move to adopt Planning Commission Resolution 2015-02 modified to show a recommendation for denial, and making the following modifications (add as necessary).

Attachments: Location Map
Amendment of the Willow Ridge Development Agreement



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.

300m
1000ft
-348.3045043945568,69587871093 Scale 1:11,191

7/9/2015

MARANA

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 __ in favor, __ opposed, and __ 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.

20040841065

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

20040760243

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

0420070 5 of 24

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

To: Planning Commission

From: Brian Varney, Planner II

Date: July 29, 2015

Strategic Plan Focus Area:
Commerce, Community

Subject: A request for a recommendation to the Town Council for approval of PRV1503-001, a preliminary plat for Willow Vista, Lots 1-69 and Common Area 'A'. (Brian Varney)

Discussion:

Summary of Application:
Perry Engineering, LLC, representing Heater Investments, Inc., is requesting a recommendation to the Town Council for 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 30.6 acres located north of Cortaro Farms Road and east of Sandy Trail in Section 25, Township 12S, Range 12E.

Land Use
The Town Council approved a rezoning of the 30.6 acre property and adopted Ordinance 2015.008 on April 7, 2015 rezoning the property from R-16 (Residential) to R-6 (Residential). 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.

In accordance with the conditions of rezoning Ordinance 2015.008, Willow Vista will develop approximately 15.84 acres (51.7%) of the project area as residential lots and related infrastructure, approximately 12.30 acres (40.2%) as natural undisturbed open space (NUOS), and approximately 2.48 acres (8.1%) as disturbed open space. The NUOS area will largely consist of the natural drainageways that traverse the rezoning area from northeast to the southwest. The disturbed open space will consist primarily of treated slopes and on-site detention areas revegetated to the greatest extent possible. The proposed density of the project does not require the provision of active open space or recreation area. .

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. In accordance with the Town of

Marana Subdivision Street Standards Manual, a single permanent access will be provided for each of these development areas, and an emergency access will be provided for the larger development area 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 as 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 protection 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.

Recommended Findings of Fact
1. The property is currently zoned R-6 (Residential). The proposed subdivision is in compliance with all development standards and the requirements of the Marana Ordiance 2015.008 and the Marana Land Development Code.
2. The General Plan Land Use category for this area is Medium-Density Residential. The proposed subdivision is consistent with the purpose and intent of the Town of Marana General Plan.
3. The proposed subdivision does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis
Review criteria:
1. Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.:
The proposed subdivision will be in compliance with the requirements of all agencies prior to action by the Town Council.

2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.:
The proposed subdivision complies with the conditions of the rezoning ordinance and the requirements of Land Development Code.

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan:
The proposed subdivision is consistent with the purpose and intent of the Town of Marana General Plan.

4. Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town:
The proposed subdivision is within close proximity to existing and planned development and is consistent with the style and character of such development. The proposal does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:
Staff recommends a recommendation to the Town Council for approval of PRV1503-001, preliminary plat for Willow Vista, Lots 1-69 and Common Area 'A'.

Suggested Motion:

I move to recommend to the Town Council approval of PRV1503-001, preliminary plat for Willow Vista, Lots 1-69 and Common Area 'A'.

Attachments: Development Application
Willow Vista Preliminary Plat
Ordinance 2015.008 Rezoning Conditions

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

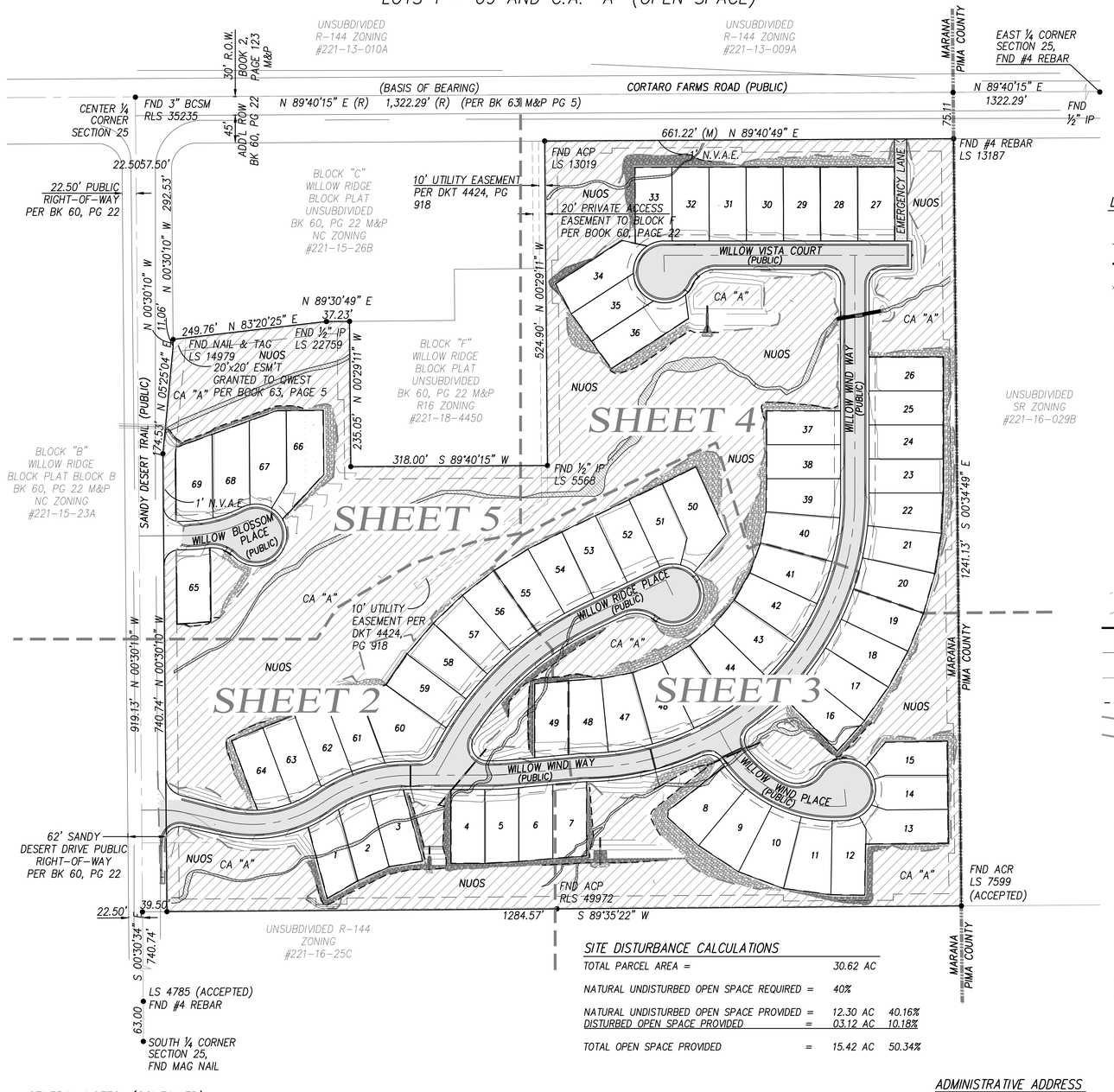

Signature

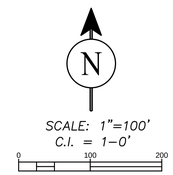
03/12/2015 — Date

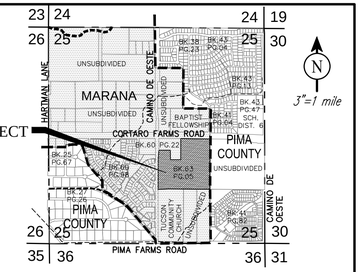
Internal Use Only:

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

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	

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.

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

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%

ADMINISTRATIVE ADDRESS

8224 N. SANDY DESERT TRAIL
TUCSON, AZ 85742

ACCEPTED:

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

MARANA PLANNING DIRECTOR — DATE

NORTHWEST FIRE DISTRICT — DATE

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.

36. UTILITY EASEMENTS ALLOW FOR THE INSTALLATION AND MAINTENANCE OF BOTH PUBLIC AND PRIVATE EASEMENTS.
37. PRIVATE COMMON AREAS ALLOW FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE UNDERGROUND UTILITIES.
38. DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
39. SEWAGE DISPOSAL FOR LOTS 1 THROUGH 69 WILL BE BY PRIVATE INDIVIDUAL DISPOSAL SYSTEMS. CONCEPTUAL APPROVAL BY THE PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY FOR PRIVATE INDIVIDUAL DISPOSAL SYSTEMS WILL BE OBTAINED, PRIOR TO APPROVAL OF THE FINAL PLAT BY THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT. WHEN PRIVATE SEWERS ARE INVOLVED:
40. ON-SITE SANITARY SEWERS WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
41. THE REQUIRED OFF-SITE PUBLIC SANITARY SEWER LINE WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
42. 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.

GENERAL NOTES: (CONTINUED)

43. 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.
44. A PROPERTY OWNERS' ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY AND LIABILITY FOR CONSTRUCTION, MAINTENANCE, OPERATION AND CONTROL OF ALL PRIVATE SEWERS.
45. ON-SITE SANITARY SEWERS, EXCEPT PUBLIC SEWERS WITHIN PUBLIC SEWER EASEMENTS OR RIGHTS-OF-WAY, WILL BE PRIVATE AND WILL BE CONSTRUCTED, OPERATED AND MAINTAINED ON A PRIVATE BASIS, AND IN ACCORDANCE WITH AN APPROVED OPERATION AND MAINTENANCE PLAN, IF REQUIRED. THE LOCATION AND METHOD OF CONNECTION TO AN EXISTING PUBLIC SANITARY SEWER IS SUBJECT TO REVIEW AND APPROVAL BY THE PIMA COUNTY WASTEWATER MANAGEMENT DEPARTMENT.
46. 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.
47. 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.
48. 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.

Registered Professional Engineer 34810 KENNETH D. PERRY (civil) Date signed 9/30/17 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

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

REF: PCZ1408-001
PRV-04124
PRV-05160

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

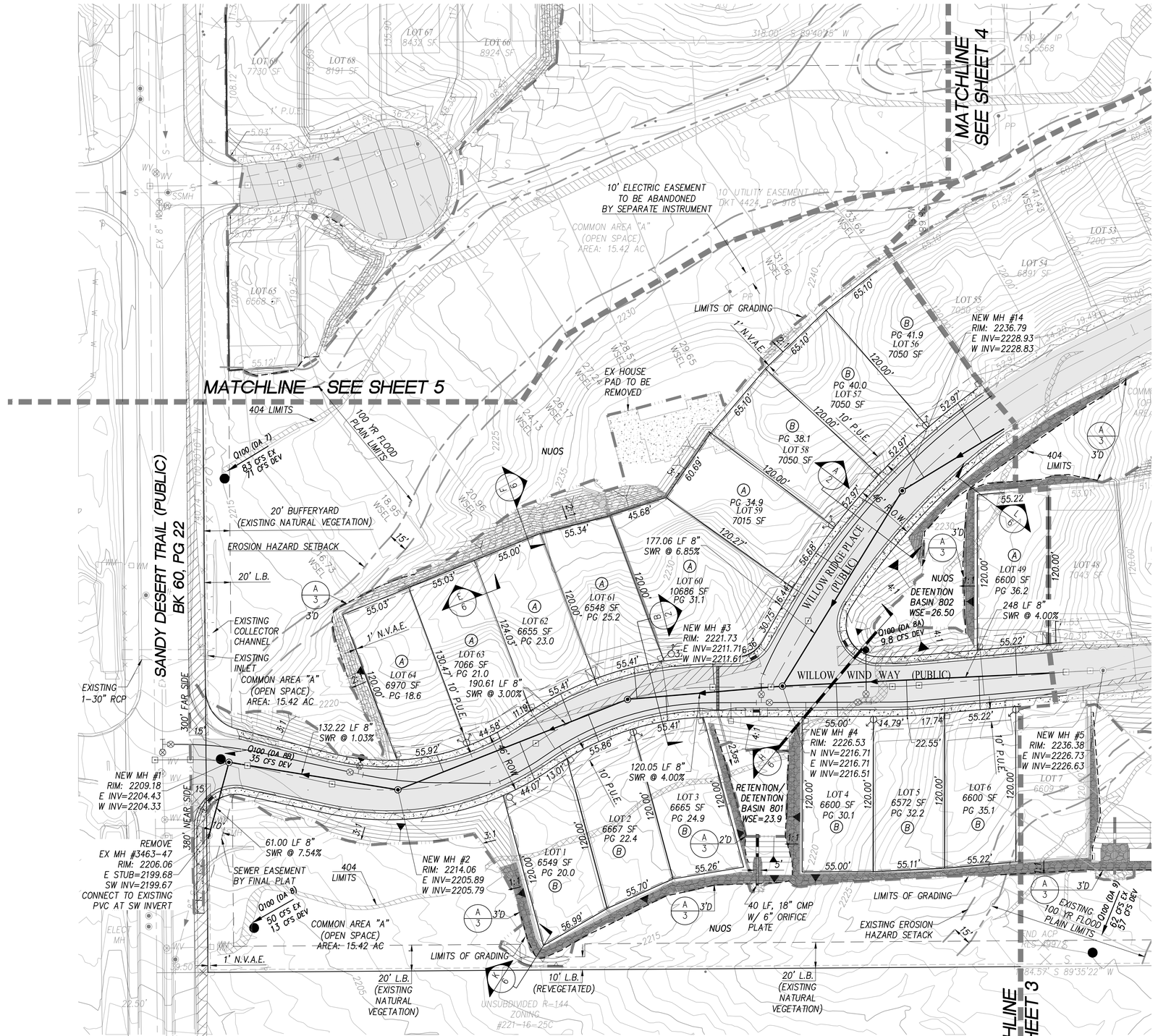
BEING A RESUBDIVISION OF WILLOW RIDGE CUSTOM LOTS, 1 – 35 & COMMON AREA "A","B","C" & "D". AS RECORDED IN BK. 63, PG. 5. LOCATED IN A PORTION OF SECTION 25 TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER AND BASE LINE MERIDIAN. TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE: 1"=100' C.I.= 1' MARCH 10,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

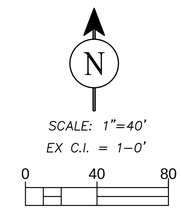
PRV-1503-001 SHEET 1 OF 6

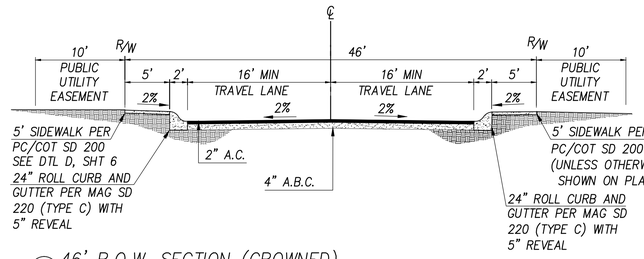
F:\Perry Engineering\14040 - Willow Ridge Platting\Preliminary plat\14040 Prel-01a.dwg Plotted: Jul 16, 2015 - 11:13am Coles
USE OF THE INFORMATION CONTAINED WITHIN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS 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.

F:\Perry Engineering\14040 - Willow Ridge Platting\Preliminary plat\14040 Prel-02a.dwg Plotted: Jul 16, 2015 - 11:14am Coles

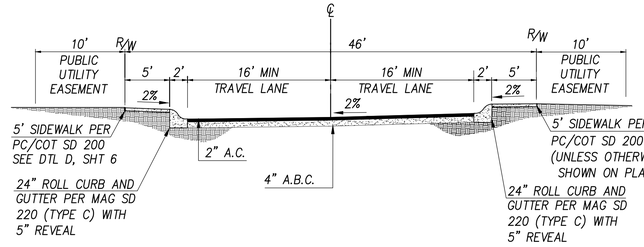
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(A) 46' R.O.W. SECTION (CROWNED)
MODIFIED PER TYPICAL TOWN OF MARANA ROAD SECTION DETAIL #100-1 NTS



(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

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

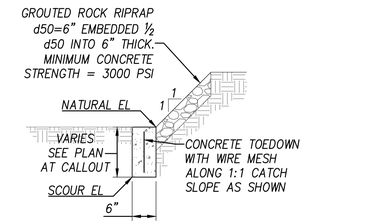
BEING A RESUBDIVISION OF WILLOW RIDGE CUSTOM LOTS, 1 - 35 & COMMON AREA "A","B","C" & "D". AS RECORDED IN BK. 63, PG. 5. LOCATED IN A PORTION OF SECTION 25 TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER AND BASE LINE MERIDIAN. TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE: 1"=40' C.I.= 1' MARCH 10,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

PRV-1503-001 SHEET 2 OF 6

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

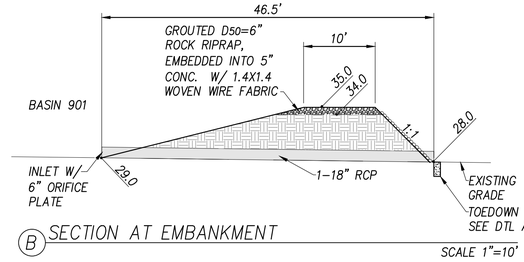
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(A) CONCRETE TOEDOWN

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
LOTS 1-69 AND COMMON AREA 'A' (OPEN SPACE)

REF: PCZ1408-001
PRV-04124
PRV-05160

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

PRV-1503-001 SHEET 3 OF 6

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

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

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

M&R PG 5)

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 3

WILLOW VISTA COURT (PUBLIC)

WILLOW WIND WAY (PUBLIC)

MARANA PIMA COUNTY

12' L.B. (REVEGETATED)

20' L.B. (EXISTING NATURAL VEGETATION)

10' L.B. (REVEGETATED)

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

NEW SIGN TO READ "NO PARKING FIRE LANE"

20' EMERGENCY ACCESS

404 LIMITS

100 YR FLOODPLAIN

EHSL

10' UTILITY EASEMENT PER DKT 4424, PG 918

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

10' P.U.E.

1' N.V.A.E.

NUOS

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 18

LOT 19 7106 SF PG=59.3

LOT 20 7106 SF PG=61.0

LOT 21 7106 SF PG=62.4

LOT 22 7054 SF PG=63.4

LOT 23 6600 SF PG=64.1

LOT 24 6600 SF PG=64.7

LOT 25 6600 SF PG=65.3

LOT 26 6600 SF PG=67.0

LOT 27 7200 SF PG=68.1

LOT 28 7200 SF PG=66.9

LOT 29 7200 SF PG=65.7

LOT 30 7200 SF PG=64.6

LOT 31 7200 SF PG=63.4

LOT 32 7200 SF PG=62.2

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

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

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

RETENTION/ DETENTION BASIN 702 WSE=63.6

RETENTION/ DETENTION BASIN 701 WSE=57.8

14-2.5' (TYPE 2) SCUPPER PER PC/COT SD 205

5' WEIR

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

294.13 LF, 8" SWR @ 1.0%

435.55 LF 8" SWR @ 0.50%

140.73 LF @ 2.22%

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

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

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

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

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

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

CENTER ¼ CORNER SECTION 25

FND 3" BCSM LS 35235

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

IRR

IRR BOX

PP

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'

57.50'

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

22.50'

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

43.20 WSEL

40.95 WSEL

38.90 WSEL

36.86 WSEL

33.95 WSEL

33.72 WSEL

30.45 WSEL

29.40 WSEL

N 89°30'49" E 37.23'

LOT 34
7638 SF

120.00'

LOT 35
6291 SF

N 00°29'11" W 124.90'

SSMH

WV

TPED

CO

CD

11.06'

22.32 WSEL

23.54 WSEL

25.23 WSEL

1' N.V.A.E.

26.41 WSEL

28.01 WSEL

249.76' N 87°20'25" E

20' L.B.

FND ½" IP LS 22759

20' L.B. (EXISTING NATURAL VEGETATION)

FND NAIL & TAG LS 14979

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

EHS

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

2240

2230

2235

2225

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

SWIES

NUOS

15'

100 YEAR FLOODPLAIN LIMITS

404 LIMITS

EHS

20' L.B.
EXISTING
2-36" RCP

71 CFS EX.
68 CFS DEV

A/3 2'D

63.66'

47.13'

15.01'

60.00'

1' N.V.A.E.

10' L.B.
(REVEGETATED)

62.41'

11.35'

104.22'

62.1

117.01'

LOT 67
8432 SF
PG=29.1

PG=31.4
LOT 66
8924 SF

20' L.B.
(EXISTING NATURAL VEGETATION)

318.00' S 89°40'25" W

FND ½" IP LS 5568

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

R/6

1' N.V.A.E.

LOT 69
7730 SF
PG=23.9

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

135.89'

135.90'

10' P.U.E.

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

98.83'

48.35'

36.27'

14.50'

49.34'

44.23'

5.03'

300' FAR SIDE

15'

SANDY DESERT DRIVE (PUBLIC)
BK 60, PG 22

46' R.O.W.

-6.9%

WILLOW BLOSSOM PLACE (PUBLIC)

EHS

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

EASEMENT PER DKT 4424, PG 918

404 LIMITS

15'

2230

8.1 CFS EX.
6.7 CFS DEV.

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

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

100 YR FLOODPLAIN LIMITS

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

NUOS

41.43 WSEL

33.64 WSEL

33.65 WSEL

31.56 WSEL

LOT 53
7200 SF

LOT 54
6891 SF

LOT 65
6568 SF
PG=21.2

120.00'

119.75'

1' N.V.A.E.

R/6

16.77 WSEL

55.12'

A/3 2'D

20' L.B.

28.51 WSEL

29.65 WSEL

27.24 WSEL

MATCHLINE - SEE SHEET 2

MATCHLINE
SEE SHEET 4

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

N

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

0 40 80

Registered Professional Engineer
36810
KENNETH D. PERRY
Date signed 9/30/16
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-04124
PRV-05160

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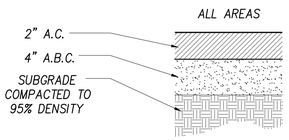
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SCALE:1"=40' C.I.= 1' MARCH 10, 2015

PRV-1503-001 SHEET 5 OF 6

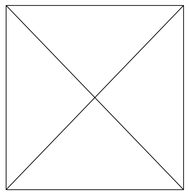
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TYPICAL SECTION KEYNOTES

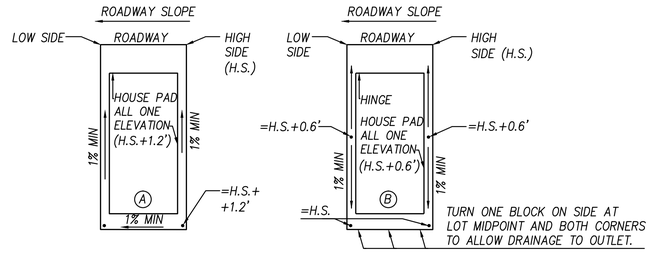
1. HAND PLACED RIPRAP, D50=6", OVER MIRAFI 108 FILTER FABRIC
2. GROUTED RIPRAP, D50=6", OVER MIRAFI 108 FILTER FABRIC



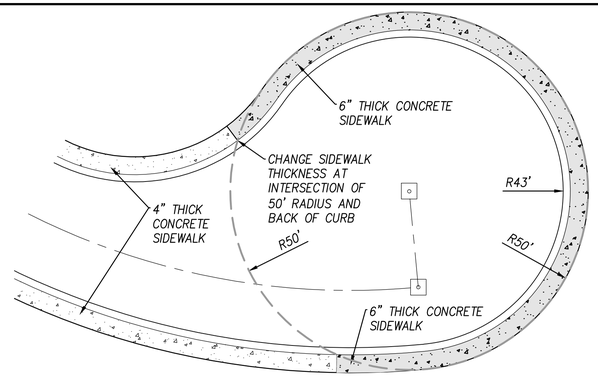
A PAVEMENT DETAIL — NTS



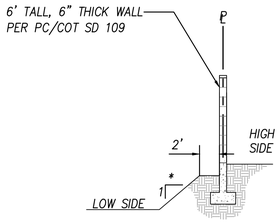
B NOT USED — NTS



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



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



* SLOPE PROTECTION (ON COMPACTED SUBGRADE)

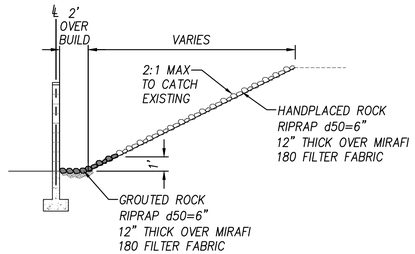
3:1 OR FLATTER = REVEGETATION

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

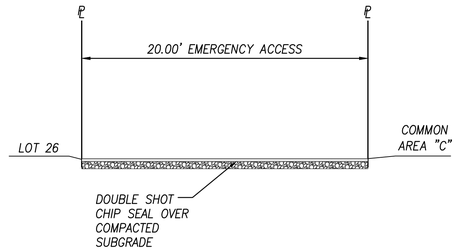
2:1 TO 1:1 = (D50=6") GROUTED ROCK RIPRAP EMBEDDED 1/2" DIA INTO 5" THICK 3,000 PSI CONC. WITH FIBERMESH.

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

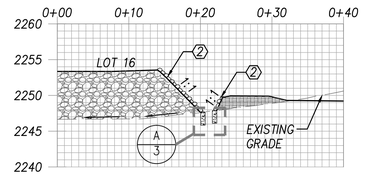
E LOT WALL DETAIL — NTS



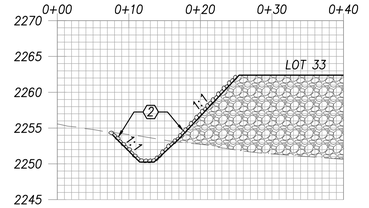
F BACK OF WALL DETAIL AT LOTS — 1"=5'



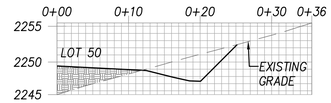
G STABILIZED EMERGENCY ACCESS ROAD — 1"=5'



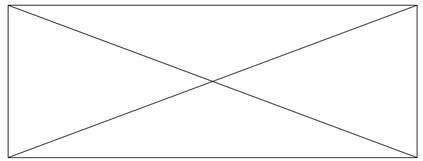
M DRAINAGE SECTION AT BULB NEAR LOT 16 — SCALE: 1"=10'



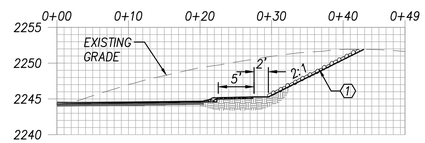
N DRAINAGE SECTION AT LOT 33 — SCALE: 1"=10'



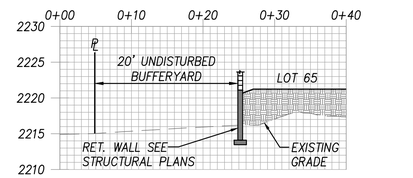
O DRAINAGE SECTION NEAR LOT 50 — SCALE: 1"=10'



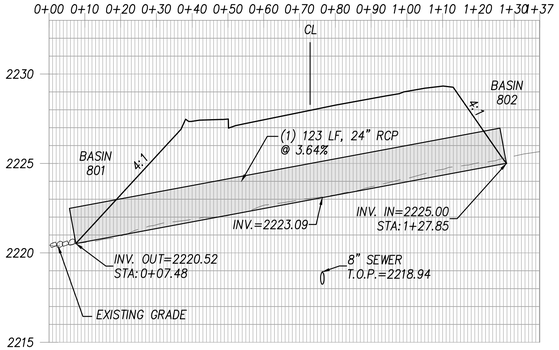
P NOT USED — NTS



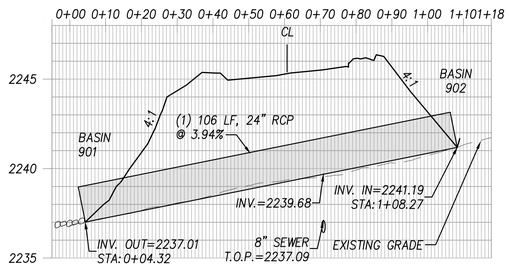
Q SECTION AT EAST SIDE OF BULB
WILLOW RIDGE PLACE — SCALE: 1"=10'



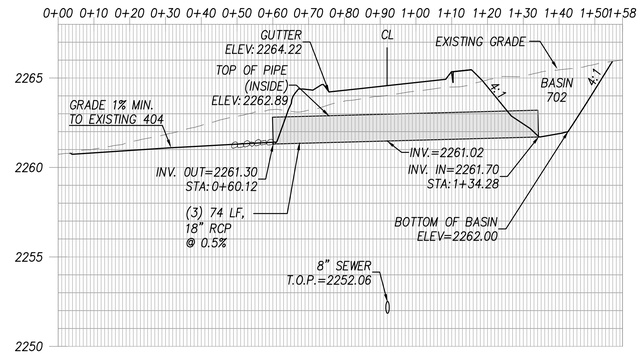
R SECTION AT RETAINING WALL
LOT 65, WEST LOT LINE — SCALE: 1"=10'



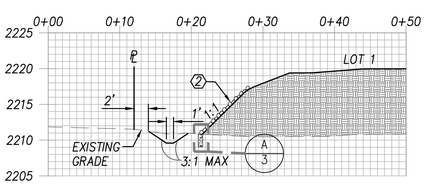
H SECTION AT DRAIN PIPE
BETWEEN BASINS 802 TO 801 — SCALE: 1"=20' HOR. 1"=10' VER.



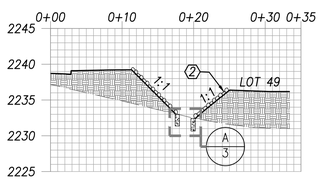
I SECTION AT DRAIN PIPE
BETWEEN BASINS 902 TO 901 — SCALE: 1"=20' HOR. 1"=10' VER.



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'

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

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
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 6 OF 6

F. ANN RODRIGUEZ, RECORDER
Recorded By: KSH
DEPUTY RECORDER
4934

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20151000317
NO. PAGES: 6
ORDIN 04/10/2015
12:10
PICK UP
AMOUNT PAID: $7.50

MARANA ORDINANCE NO. 2015.008

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 30.6 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 APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN AMENDING THE LAND USE CATEGORY FROM LOW-DENSITY RESIDENTIAL (LDR) TO MEDIUM DENSITY RESIDENTIAL (MDR)

WHEREAS Fidelity National Title Trust 60411 and its beneficiaries (collectively the "Property Owners") own 30.6 acres of land located south of Cortaro Farms Road and east of Sandy Desert Trail in Section 25, Township 12 South, Range 12 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized The Planning Center to submit an application to rezone the Rezoning Area from R-16 (single-family residential) to R-6 (single-family residential) ("this Rezoning"), and amend the 2010 Marana General Plan from Low-Density Residential (LDR) to Medium Density Residential (MDR) for the Rezoning Area; and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on February 25, 2015, and voted 7 to 0 to recommend that the Town Council approve this Rezoning, subject to the recommended conditions, as well as revised conditions and site plan; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on April 7, 2015 and determined that the requested rezoning and general plan amendment should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Marana, Arizona, as follows:

Section 1. The zoning of the Rezoning Area is hereby changed from R-16 to R-6.

Section 2. A minor amendment to the General Plan is hereby approved, changing the General Plan designation of the Rezoning Area from Low-Density Residential (LDR) to Medium-Density Residential (MDR).

Section 3. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the tentative development plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the Marana Utilities Department (the "water provider") prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by the Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. The maximum number of residential lots within the Rezoning Area shall not exceed 69.
9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.

10. The Property Owners shall transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the Town and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.

11. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.

12. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

13. No two-story construction shall be permitted within 300 feet of Cortaro Farms Road, as delineated on the Conceptual Development Plan in the Willow Ridge Rezone II site analysis.

14. A Native Plant Program (NPP) in accordance with Title 17 of the Marana Land Development Code must be submitted by the Property Owners and approved by the Town of Marana during the review of a subdivision plat for any portion of the Rezoning Area.

15. All saguaro spears with a height of 14 feet or less meeting the transplanting criteria of Title 17 shall be preserved in place or salvaged and transplanted on-site where practicable. Saguaros that cannot be transplanted on-site shall be transported to and transplanted off-site at locations to be determined by the Town of Marana, the Coalition for Sonoran Desert Protection, and the Property Owners.

16. A minimum of 75 percent of the 20-30 foot ironwood trees meeting the transplanting criteria of Title 17 of the Marana Land Development Code shall be preserved in place or salvaged and transplanted on-site where practicable. Ironwoods that cannot be transplanted on-site shall be transported and transplanted off-site at locations to be determined by the Town of Marana, the Coalition for Sonoran Desert Protection, and the Property Owners.

17. The Property Owners shall identify on the required vegetation inventory Palo Verde trees over 15 feet in height.

18. Prior to grading of the site, the Property Owners shall notify and invite appropriate non-profit organizations (e.g., Tucson Audubon Society, Tucson Cactus and Succulent Society) to salvage remaining vegetation on-site.

19. The Willow Ridge II (Willow Vista) Homeowner's Association shall have a continuing responsibility to remove from the Rezoning Area invasive non-native species, including those listed in Exhibit B attached to and incorporated by this reference in this ordinance. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. Future owners of individual lots in the Rezoning Area shall keep private lots, including enclosed yards, free of invasive non-native plant species detailed in Exhibit B. Prior to, or upon requesting, a building permit for any lot in the Rezoning Area, the developer or builder shall record a covenant, to run with the land, memorializing the terms of this condition.

Section 4. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of April, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA 1977 ARIZONA

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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Exhibit B

Invasive Non-Native Plant Species Subject to Control

Scientific Name	***Common Name***
Ailanthus altissima	*Tree of Heaven*
Alhagi pseudalhagi	*Camelthorn*
Arundo donax	*Giant reed*
Brassica tournefortii	*Sahara mustard*
Bromus rubens	*Red brome*
Bromus tectorum	*Cheatgrass*
Centaurea melitensis	*Malta starthistle*
Centaurea solstitalis	*Yellow starthistle*
Cynodon dactylon	*Bermuda grass (exclude sod hybrid)*
Digitaria spp.	*Crabgrass*
Elaeagnus angustifolia	*Russian olive*
Eragrostis spp.	*Lovegrass (exclude E. intermedia, plains lovegrass)*
Melinis repens	*Natal grass*
Mesembryanthemum spp.	*Iceplant*
Peganum harmala	*African rue*
Pennisetum ciliare	*Buffelgrass*
Pennisetum setaceum	*Fountain grass*
Rhus lancea	*African sumac*
Salsola spp.	*Russian thistle*
Schinus spp.	*Pepper tree*
Schismus arabicus	*Arabian grass*
Schismus barbatus	*Mediterranean grass*
Sorghum halepense	*Johnson grass*
Tamarix spp.	*Tamarisk*