MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 15, 2016, at or after 7:00 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on March 15, 2016, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

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

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

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

Accessibility

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

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Resolution No. 2016-025: Relating to Parks and Recreation; Approving and authorizing the Town Manager to submit an application for an Arizona State Parks motorized and non-motorized program grant for the Development of the Central Arizona Project Trailhead; and authorizing the expenditure of Town of Marana matching funds in connection with the application (Lisa Shafer)

C2 Resolution No. 2016-026: Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Assignment with Landlord Consent, consenting to the assignment by Christopher & Stacy Sullivan DBA C&S Calves to SG Farms L.L.C, of the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

C3 Resolution No. 2016-027: Relating to Development; approving a final plat for Los Saguaros at Dove Mountain, Lots 134-239 and Common Areas "A" (Private Streets), "B" (Open Space), "C" (Open Space/Drainage) and "D" (Open Space/Public Sewer) located south of Dove Mountain Boulevard and east of Saguaro Forest Drive (Steven Cheslak)

C4 Resolution No. 2016-028: Relating to Development; approving a release of assurances for San Lucas Block 7 and accepting public improvements for maintenance (Keith Brann)

C5 Approval of March 1, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rick A. McAtee on behalf of the Marana Foundation for Educational Excellence for the Wet Pool Party event to be held on April 9, 2016 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; selecting three potential topics for the Spring 2016 Marana Citizens' Forum (Jocelyn C. Bronson)

COUNCIL ACTION

A1 PUBLIC HEARING: Resolution No. 2016-029: Relating to Development; approving a conditional use permit to allow the development of a new wireless communication facility at the Continental Reserve Park, 8568 North Continental Reserve Loop (Brian Varney)

A2 PUBLIC HEARING: Relating to Annexation; discussion and consideration of annexation of approximately 8.4 acres of property generally located near the southeast corner of Twin Peaks Road and Tiffany Loop (Cynthia Ross)

A3 Relating to Utilities; Approving and authorizing Town staff to pursue a treatment plant approach and capacity expansion of the Marana Water Reclamation Facility (John Kmiec)

A4 Resolution No. 2016-030: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Tangerine Investors Limited Partnership for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) and (7) to discuss with the Town's attorneys and representatives the terms of a proposed purchase of Tangerine Road right-of-way from Tangerine Investors Limited Partnership (this item relates to and should occur before Council Action item A4 on tonight's agenda)

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **C1**

Meeting Date: 03/15/2016

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: March 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-025: Relating to Parks and Recreation; Approving and authorizing the Town Manager to submit an application for an Arizona State Parks motorized and non-motorized program grant for the Development of the Central Arizona Project Trailhead; and authorizing the expenditure of Town of Marana matching funds in connection with the application (Lisa Shafer)

Discussion:

The Town's Engineering and Parks Departments are working together on a project to construct the CAP Trailhead just south of the existing CAP (Central Arizona Project) canal and approximately 1/3 mile north of Tangerine Road. As part of this project, the Town is submitting to Arizona State Parks for a grant to help fund this project. Construction of this project is expected to be approximately $43,000 and the grant proposal is requesting $21,720 from Arizona State Parks. The remaining construction costs would be paid for by the Town using Park Impact Fees and would be considered the Town's match. This is currently budgeted for in FY16 and if not spent will be rolled over into FY17 in order to complete the project.

The Town of Marana is working with Bureau of Reclamation and the CAP to open access along seven miles of the CAP for use as a public recreation trail. The Town is proposing to convert a two acre disturbed lot, devoid of vegetation, into a trailhead parking area for 25 vehicles to include trucks with horse trailers. The trailhead will include bike racks, hitching post, refuse receptacles and signage. The trailhead will allow pedestrian, equestrian, and bicyclists to access the CAP trail. No motorized vehicles will be allowed. It is anticipated that the trailhead will be open April of 2017.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$45,000

The CAP Trailhead project has been budgeted in the 2016 fiscal year.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-025, authorizing the Town Manager to apply for grant funding from Arizona State Parks for the development of the CAP trailhead.

Suggested Motion:

I move to adopt Resolution No. 2016-025, authorizing the Town Manager to apply for grant funding from Arizona State Parks for the development of the CAP trailhead.

Attachments

Resolution 2016-025 CAP Trailhead Grant

RESOLUTION NO. 2016-025

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE TOWN MANAGER TO SUBMIT AN APPLICATION FOR AN ARIZONA STATE PARKS MOTORIZED AND NON-MOTORIZED PROGRAM GRANT FOR THE DEVELOPMENT OF THE CENTRAL ARIZONA PROJECT TRAILHEAD; AND AUTHORIZING THE EXPENDITURE OF TOWN OF MARANA MATCHING FUNDS IN CONNECTION WITH THE APPLICATION

WHEREAS the Congress of the United States has authorized the Recreational Trails Program (RTP) as a federal-aid assistance program to help states provide and maintain recreational trails for motorized and non-motorized recreational use, and the State of Arizona has established the Off-Highway Vehicle Recreation Fund (OHV) to fund a variety of off-highway vehicle recreations projects, and these funds are available to eligible project sponsors for acquiring lands and developing facilities for public off-highway vehicle purposes; and

WHEREAS Arizona State Parks (Parks) is responsible for the administration of the Statewide OHV and RTP Programs within the State, setting up necessary rules and procedures governing application by eligible project sponsors under the program; and

WHEREAS the adopted procedures established by Parks require the project sponsor to certify by resolution the approval of applications, signature authorization, the availability of local matching funds (if applicable), and authorization to sign a Project Agreement with the Parks prior to submission of the applications to Parks; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town of Marana hereby:

1. Approves the filing of an application for non-motorized assistance, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of the Town of Marana for non-motorized trails support facility development; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Arizona State Parks as a part of the application process; and
4. Certifies that the Town of Marana, as Project Sponsor, will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and
5. Certifies that the Town of Marana, as Project Sponsor, has matching funds in the amount of $20,425 from Capital Improvement Plan Park Development funding sources; and

6. Appoints Town Manager Gilbert Davidson as agent of the Town of Marana to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 03/15/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: March 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-026: Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Assignment with Landlord Consent, consenting to the assignment by Christopher & Stacy Sullivan DBA C&S Calves to SG Farms L.L.C, of the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

Discussion:

This agenda item authorizes the Mayor to sign the "consent" block on an agricultural lease assignment from Christopher & Stacy Sullivan DBA C&S Calves to SG Farms L.L.C, an Arizona limited liability company owned by the Sullivans. All of the lease terms remain unchanged.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-026, approving and authorizing the Mayor to execute the Town of Marana Lease Assignment with Landlord Consent from Christopher & Stacy Sullivan DBA C&S Calves to SG Farms L.L.C.

Suggested Motion:

I move to adopt Resolution No. 2016-026, approving and authorizing the Mayor to execute the Town of Marana Lease Assignment with Landlord Consent from Christopher & Stacy Sullivan DBA C&S Calves to SG Farms L.L.C.

Attachments

Resolution 2016-026 Sullican Lease Assignment
ExhA_to_Reso_Sullivan_Lease_assignment

MARANA RESOLUTION NO. 2016-026

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN OF MARANA LEASE ASSIGNMENT WITH LANDLORD CONSENT, CONSENTING TO THE ASSIGNMENT BY CHRISTOPHER & STACY SULLIVAN DBA C&S CALVES TO SG FARMS L.L.C, OF THE LEASE OF APPROXIMATELY 22.88 ACRES OF TOWN-OWNED PROPERTY ABUTTING THE NORTH BOUNDARY OF THE MARANA WASTEWATER RECLAMATION FACILITY

WHEREAS Christopher and Stacy Sullivan, doing business as C&S Calves, are the tenants on a lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility, approved by Marana Resolution No. 2015-015 adopted on February 3, 2015; and

WHEREAS Christopher and Stacy Sullivan desire to assign their interest in the lease to SG Farms L.L.C, an Arizona limited liability company of which the Sullivans are the sole members; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by consenting to the lease assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town of Marana Lease Assignment with Landlord Consent attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

WHEN RECORDED, RETURN TO:

Pick Up—Town Clerk
TOWN OF MARANA
fbo Frank Cassidy, Town Attorney

TOWN OF MARANA LEASE ASSIGNMENT WITH LANDLORD CONSENT

(CHRISTOPHER & STACY SULLIVAN TO SG FARMS L.L.C)

This Lease Assignment (this "**Assignment**") is made and entered into by and between Christopher & Stacy Sullivan, husband and wife, doing business as C&S Calves (collectively the "**Tenant**") and SG Farms L.L.C, an Arizona limited liability company (the "**Assignee**"), with the consent of the Town of Marana, an Arizona municipal corporation (the "**Landlord**")

1. **The Lease**. The Landlord and the Tenant entered into a lease with a term beginning February 12, 2015, recorded in the office of the Recorder of Pima County, Arizona, on February 20, 2015 at Sequence 20150510197 (the "**Lease**").

2. **Assignment**. The Tenant hereby assigns its rights and responsibilities under the Lease to the Assignee, and the Landlord hereby expressly consents to the assignment.

3. **Assignee's Representations**. The Assignee represents that it has reviewed the terms of the Lease and is ready, willing, and able to comply fully with its terms.

4. **Notices.** After the effective date of this Assignment, any notices required under the Lease shall be delivered personally or by certified mail, directed as follows:

If to Assignee:	SG Farms L.L.C 30703 East Goodman Ranch Place Marana, AZ 85658
If to Landlord:	Marana Town Clerk 11555 West Civic Center Drive Marana, AZ 85653
With a copy to:	Marana Legal Department 11555 West Civic Center Drive Marana, AZ 85653

IN WITNESS WHEREOF, the Tenant, the Assignee, and the Landlord have executed this Assignment as of the last date set forth below their respective signatures.

"TENANT":
Christopher & Stacy Sullivan, husband and wife, doing business as C&S Calves

Christopher Sullivan

Date: 2/26/16

Stacy Sullivan

Date: 2/26/16

CONSENT TO ASSIGNMENT:

"LANDLORD":
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

"ASSIGNEE":
SG Farms L.L.C, an Arizona limited liability company

Christopher R. Sullivan, Member

Date: 2/26/16

Stacy P. Sullivan, Member

Date: 2/26/16

State of Arizona)
Pinal ss
County of ~~Pima~~)

The foregoing instrument was acknowledged before me on 2-26-2016, 2016, by Christopher & Stacy Sullivan, husband and wife, doing business as C&S Calves.

(Seal)

SETH NICHOLS
Notary Public, State of Arizona
Pinal County
My Commission Expires
July 22, 2017

Notary Public

State of Arizona)
Pinal ss
County of ~~Pima~~)

The foregoing instrument was acknowledged before me on 2-26-2016, 2016, by Christopher R. Sullivan, Member of SG Farms L.L.C, an Arizona limited liability company, on behalf of the LLC.

(Seal)

Notary Public

SETH NICHOLS
Notary Public, State of Arizona
Pinal County
My Commission Expires
July 22, 2017

State of Arizona)
Pinal ss
County of ~~Pima~~)

The foregoing instrument was acknowledged before me on 2-26-2016, 2016, by Stacy P. Sullivan, Member of SG Farms L.L.C, an Arizona limited liability company, on behalf of the LLC.

(Seal)

Notary Public

SETH NICHOLS
Notary Public, State of Arizona
Pinal County
My Commission Expires
July 22, 2017

Council-Regular Meeting **C3**

Meeting Date: 03/15/2016

To: Mayor and Council

From: Steven Cheslak, Planner II

Date: March 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-027: Relating to Development; approving a final plat for Los Saguaros at Dove Mountain, Lots 134-239 and Common Areas "A" (Private Streets), "B" (Open Space), "C" (Open Space/Drainage) and "D" (Open Space/Public Sewer) located south of Dove Mountain Boulevard and east of Saguaro Forest Drive (Steven Cheslak)

Discussion:

History

The amended Dove Mountain Specific Plan was approved by the Town Council on July 16, 2002 by Ordinance 2002.13. A Final Plat for the Saguaro Forest subdivision was approved by the Town Council on November 6, 2007 by Resolution 2007-186. The subdivision was then resubdivided creating the Los Saguaros Final Plat, Lots 1-133, which was approved by the Town Council on June 5, 2012 by Resolution 2012-34.

Request

Baker and Associates is requesting approval for the resubdivision of Block 7 of the Los Saguaros Final Plat, Lots 1-133, to create the Los Saguaros Final Plat, Lots 134-239 on 44.4 acres. The final phase of the subdivision will consist of 106 lots and Common Areas "A" through "D" for the dedication of land for the private streets, drainage areas, sewer and open space.

Location

The site is located within the Dove Mountain Specific Plan area. The proposed subdivision is generally located five miles north of Tangerine Road on the south side of Dove Mountain Boulevard and east of Saguaro Forest Drive.

Zoning

The site zoning is "F" - Dove Mountain Specific Plan with the land use designation of “LDR" - Low Density Residential. The LDR designation required minimum lot size is 6,000 square feet. The minimum lot provided by this plat is 10,404 square feet and the maximum lot size is 22,229 square feet with an average lot size of 11,771 square feet.

Transportation

Access to the site will be off of Dove Mountain Boulevard on to private streets dedicated by the plat.

Staff Recommendation:

Staff finds that the final plat is in compliance with the Dove Mountain Specific Plan, the Marana Land Development Code and the Marana General Plan. Staff recommends approval of this final plat.

Suggested Motion:

I move to adopt Resolution No. 2016-027, approving a final plat for Los Saguaros at Dove Mountain, Lots 134-239 and Common Areas "A", "B", "C" and "D".

Attachments

Resolution 2016-027 Los Saguaros at Dove Mountain Lots 134-239

Los Saguaros Final Plat

Location Map

Application

MARANA RESOLUTION NO. 2016-027

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239 AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER), GENERALLY LOCATED ON THE SOUTH SIDE OF DOVE MOUNTAIN BOULEVARD AND EAST OF SAGUARO FOREST DRIVE

WHEREAS the amended Dove Mountain Specific Plan was approved by the Town Council on July 16, 2002, as Ordinance 2002.13; and

WHEREAS, the Saguaro Forest at Dove Mountain Final Plat was approved by the Town Council on November 6, 2007, as Resolution 2007-186; and

WHEREAS, the Los Saguaros at Dove Mountain Final Plat, Lots 1-133, was approved by the Town Council on June 5, 2012, as Resolution 2012-34; and

WHEREAS, the applicant, Baker & Associates Engineering, Inc. representing the property owners, has applied for approval of a final plat for the resubdivision of Block "7" of Los Saguaros at Dove Mountain Final Plat, Lots 1-133, for Los Saguaros at Dove Mountain Final Plat, Lots 134-239, which consists of Lots 134-239, and Common Areas "A" (Private Streets), "B" (Open Space), "C" (Open Space/Drainage) and "D" (Open Space/Public Sewer) on 44.4 acres, and generally located on the south side of Dove Mountain Boulevard and east of Saguaro Forest Drive, within Section 22, Township 11 South and Range 12 East; and

WHEREAS, the Town Council, at its March 15, 2016 meeting, determined that the final plat for Los Saguaros at Dove Mountain Final Plat, Lots 134-239, and Common Areas "A", "B", "C" and "D", should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the final plat for Los Saguaros at Dove Mountain Final Plat, Lots 134-239 and Common Areas "A" (Private Streets), "B" (Open Space), "C" (Open Space/Drainage) and "D" (Open Space/Public Sewer), is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DEDICATION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON. UTILITY AND OTHER EASEMENTS AS SHOWN HEREON ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES AND PUBLIC SEWERS AND OTHER USES AS DEFINED BY THIS PLAT.

WE, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY HOLD HARMLESS THE TOWN OF MARANA, ITS SUCCESSORS, ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL. IT IS FURTHER UNDERSTOOD AND AGREED THAT NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.

COMMON AREAS "A", "B" AND "C," AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES AND PUBLIC SEWERS. COMMON AREA "D,", AS SHOWN HEREON, IS IRREVOCABLY GRANTED AS AN EASEMENT TO PIMA COUNTY FOR ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF THE PUBLIC SEWERS. TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY THE ANNEXATION AND PARCEL DECLARATION AS TO THE GALLERY AT DOVE MOUNTAIN, RECORDED IN DOCKET 12133 AT PAGE 6297 IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF ALL COMMON AREAS WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

STEWART TITLE & TRUST OF TUCSON

AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER 3720 AND NOT IN ITS CORPORATE CAPACITY.

_____
TRUST OFFICER

BENEFICIARY

TORTOLITA PROPERTIES, L.L.C.
6125 E. INDIAN SCHOOL ROAD, #2000, SCOTTSDALE, AZ 85251

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE _____ DAY OF _____, 20__, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 3720, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM STEWART TITLE & TRUST OF TUCSON, TRUST NO. 3720, AS RECORDED IN SEQUENCE NO. _____, HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER AND WATER) IN THIS SUBDIVISION.

BY: _____ DATE: _____
TOWN OF MARANA

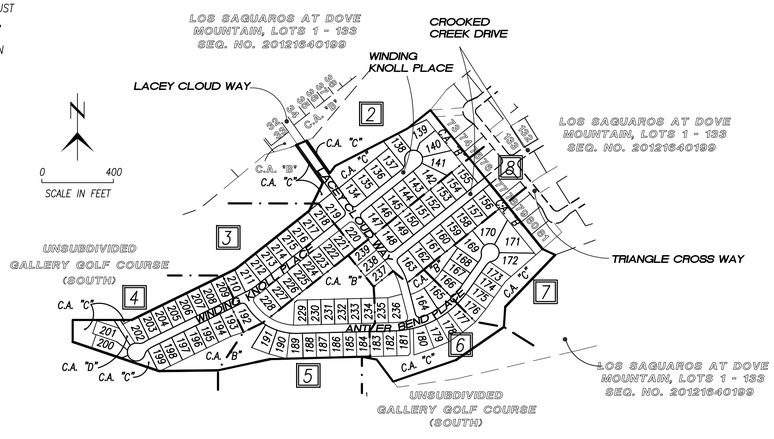
ASSURED WATER SUPPLY

THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY. TUCSON WATER WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY: _____ DATE: _____
ITS: _____
CITY OF TUCSON WATER DEPARTMENT

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 44.4 ACRES (1,935,318 S.F.).
2. THE TOTAL NUMBER OF LOTS IS 106.
3. THE TOTAL AREA OF COMMON AREA "A" (PRIVATE STREETS) IS 6.0 ACRES (263,465.2 S.F.)
   THE TOTAL AREA OF COMMON AREA "B" (OPEN SPACE) IS 5.2 ACRES (229,742.0 S.F.)
   THE TOTAL AREA OF COMMON AREA "C" (OPEN SPACE/DRAINAGE) IS 4.5 ACRES (196,259 S.F.)
   THE TOTAL AREA OF COMMON AREA "D" (OPEN SPACE/SEWER) IS 0.1 ACRES (4,811 S.F.)
4. TOTAL MILES OF NEW PRIVATE STREETS IS 1.0.
5. MINIMUM ALLOWABLE LOT SIZE IS 6,000 SF (PER DOVE MOUNTAIN SPECIFIC PLAN).
   MINIMUM PROVIDED LOT SIZE IS 10,404 SF (LOT 199).
   AVERAGE LOT SIZE IS 11,711 SF.
   MAXIMUM LOT SIZE PROVIDED IS 21,229 SF (LOT #171 – NOT A RESTRICTION).
   MAXIMUM ALLOWABLE BUILDING HEIGHT 35' FT FOR "LDR."
6. THE BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT: 20 FEET
   SIDE: 5 FEET
   REAR: 15 FEET
   CORNER: 20 FEET
7. THERE WILL BE 2 PARKING SPACES PROVIDED FOR EACH LOT ON–SITE, OFF–STREET.
8. THIS PROJECT SHALL COMPLY WITH THE CONDITIONS SET FORTH IN THE DOVE MOUNTAIN SPECIFIC PLAN APPROVED ON 3/28/00, PER ORDINANCE 2000.04, AND AS AMENDED ON 7/16/02 PER ORDINANCE 2002.13.
9. THE EXISTING LAND USE DESIGNATIONS ARE "LDR" IN ACCORDANCE WITH THE DOVE MOUNTAIN SPECIFC PLAN AND WILL REMAIN.
10. THE GROSS DENSITY FOR THIS PROJECT IS 2.38 RAC.
11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA MAYOR AND COUNCIL.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. MATERIALS OR IMPROVEMENTS PLACED AND/OR MAINTAINED WITHIN THE SIGHT–VISIBILITY TRIANGLES SHALL BE LOCATED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY AN AREA MEASURED BETWEEN 30 INCHES AND 72 INCHES IN HEIGHT ABOVE THE FINISHED GRADE OF THE ADJACENT ROADWAY SURFACE.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PRIVATE ROADWAYS AND PRIVATE DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. THE AREA BETWEEN 100–YEAR FLOOD LIMITS REPRESENTS 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 THE FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOOD PLAIN ADMINISTRATOR.
16. BASIS OF BEARING FOR THIS PROJECT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, T–11–S, R–12–E, AS SHOWN ON THE FINAL PLAT OF DOS LAGOS AT DOVE MOUNTAIN, LOTS 1–91, AS RECORDED IN BOOK 57 OF MAPS & PLATS AT PAGE 43, SAID BEARING BEING N89°59'18"E. SEE DETAIL, SHEET #5.
17. THIS SUBDIVISION IS SUBJECT TO THE MASTER DELCARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DOVE MOUNTAIN AS RECORDED IN DOCKET 10660 AT PAGE 1083.
18. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 46 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTRUE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
19. THE LANDSCAPING WITHIN ALL PUBLIC SEWER EASEMENTS SHALL BE IN ACCORDANCE WITH THE LANDSCAPE AND PLANTING GUIDELINES FOR PUBLIC SEWERS OF THE ENGINEERING DESIGN STANDARDS 2012, SUBSECTION 7.7.



COMPOSITE DETAIL

CERTIFICATIONS

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

CHRIS E. MORRISON
OPW SURVEYING, LLC
REGISTERED LAND SURVEYOR NO. 26928
STATE OF ARIZONA

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/2017

I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA

EXPIRES: 3/31/2017

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

LARRY K. ROBERTS
ARROYO ENGINEERING, L.L.C.
REGISTERED ENGINEER NO. 25331
STATE OF ARIZONA

REGISTERED Professional Engineer CERTIFICATE NO. 25331 LARRY K. ROBERTS DATE SIGNED ARIZONA U.S.A. EXPIRES 3/31/2016

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING DIRECTOR DATE

I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20_____.

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE

PIMA COUNTY APPROVAL

BY: _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

RECORDING DATA

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

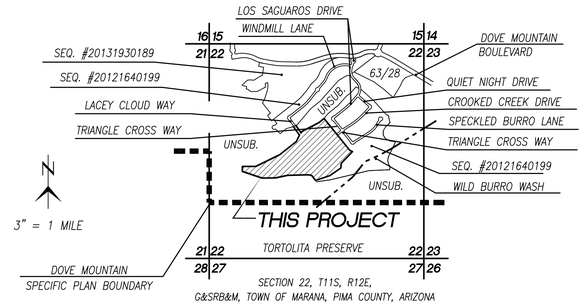
FEE _____
SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES ENGINEERING, INC., ON THIS _____ DAY OF _____, 20 _____, AT _____M. IN SEQUENCE NO. _____ THEREOF.

_____ _____
F. ANN RODRIGUEZ DATE
PIMA COUNTY RECORDER BY DEPUTY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/20

FOR EXTERIOR BOUNDARY ONLY EXPIRES: 3/31/2017



LOCATION PLAN

LEGEND

▲	SET SURVEY MONUMENT (TAGGED "RLS22245") – SEE ALSO BASIS OF BEARING, SHEET #5 OF 5
△	SURVEY MONUMENT TO BE SET PER TOWN OF MARANA STD. DTL. M–103B
•	BOUNDARY CORNER TO BE SET (TAGGED "RLS26928")
OR	PROPERTY CORNER TO BE SET BY A REGISTERED LAND SURVEYOR
———	SUBDIVISION BOUNDARY
C23	CURVE DATA (SEE SHEET #6)
L10	LINE DATA (SEE SHEET #3)
☆	ADDRESSING/ACCESS LOCATION
———	NEW RIGHT–OF–WAY LINE
— — R/W — —	EXISTING RIGHT–OF–WAY LINE
——— – ———	STREET CENTERLINE
— — — —	NEW OR EXISTING EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 – #8)
—·—·—·—	DEVELOPED (OR EXISTING/DEVELOPED) 100 YEAR FLOODPRONE LINE ("F.P.L.")
——— – – ———	DEVELOPED EROSION SETBACK LINE ("E.S.L.")
—·—·—·—	FEMA FLOODPRONE LINE ("FEMA")
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT AREA (SEE "EASEMENT KEYNOTES," SHEETS #2 – #8)
(R)	RADIAL
7	COMPOSITE DETAIL PAGE INDEX

FINAL PLAT for
LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134–239
AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

BEING A RESUBDIVISION OF BLOCK "7" OF LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 1 – 133, COMMON AREAS "A," "B" AND "E" (PRIVATE STREETS), "C" AND "F" (OPEN SPACE/DRAINAGE) "D" (LANDSCAPE/OPEN SPACE), "G" (OPEN SPACE) AND BLOCKS "1" THROUGH "7" AS RECORDED IN SEQUENCE NO. 20121640199, LYING IN SECTION 22, T11S, R12E, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV–1411–001

REF.: #PRV-1407-002; PRV-06024; ENG1012-006; ENG1203-002 JOB #2253.3 MAY 6, 2015 SHEET 1 OF 8

SEQUENCE #_____

SEQUENCE #

LACEY CLOUD WAY

N35°18'37"W 250.43'

LOT 33

EX. 46' PRIV. R/W PER SEQ. 20121640199

282 cfs (EX.)

UNSUBDIVIDED DOVE MOUNTAIN SPECIFIC PLAN "F" GALLERY GOLF COURSE (SOUTH)

66.59' N67°14'26"E (BOUNDARY)

COMMON AREA "C"

FEMA F.P.L. SHADED ZONE "X" LIMIT

N35°18'37"W 227.73' (BOUNDARY)

COMMON AREA "C" (OPEN/DRAINAGE)

100 YR. F.P.L. (DEV.) LIMIT

259.77' S35°18'37"E (BOUNDARY)

337.94'

229 cfs (DEV.)

N35°18'37"W 408.65'

START EHSL

100 YR. F.P.L. (DEV.) LIMIT

UNSUBDIVIDED GALLERY GOLF COURSE (SOUTH)

S25°57'47"W 172.57'

COMMON AREA "C" (OPEN/DRAINAGE) 8825 SF

EHSL

N51°39'31"E 85.66'

END EHSL

MATCHLINE - SEE SHEET #3

C.A. "C"

49.41' S36°19'42"W

100 YR. F.P.L. (EX./DEV.) LIMIT

S62°40'17"W 455.40'

302.70

START EHSL

END EHSL

COMMON AREA "C" (OPEN/DRAINAGE) 31964 SF

LACEY CLOUD WAY COMMON AREA "A" (PRIVATE STREET)

81.26'

80.83'

S38°23'28"E 144.27'

S51°39'31"W 680.05'

MATCHLINE - SEE SHEET #3

MATCHLINE - SEE SHEET #8

S38°23'28"E 140.00'

91.52' N51°36'31"E

WINDING KNOLL PLACE COMMON AREA "A" (PRIVATE STREET)

S38°53'50"E 326.00'

115.23'

N51°06'10"E 90.00'

115.00'

S64°01'34"E(R) 158.86'

106.19' N51°06'10"E

133.81'

91.87' S62°40'17"W

60.83' S62°40'17"W

117.96' N65°14'09"E

N38°53'50"W 77.00'

N51°06'10"E 164.39'

135 cfs (EX./DEV.)

89 cfs (EX./DEV.)

C.A. "F"

100 YR. F.P.L. (EX./DEV.) LIMIT

N38°53'50"W 121.73'

N51°06'10"E 111.93'

N20°41'15"E(R) 46.69'

N76°58'13"E(R) 167.06'

N38°53'50"W 95.30'

N38°53'50"W 484.75'

COMMON AREA "B" (OPEN SPACE) 23865 SF

LOT 73

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 1 - 133, SEQUENCE: 20121640199

LOT 74

LOT 75

MATCHLINE - SEE SHEET #8

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 1 - 133, BLOCKS 1 - 7, SEQ. NO. 20121640199

C.A. "B"

0 40 SCALE IN FEET

134 13017 SF	135 12600 SF	136 12600 SF	137 12572 SF
138 12726 SF	139 17853 SF	140 15540 SF	141 18543 SF
142 14174 SF	143 10500 SF	144 10500 SF	145 10500 SF
146 10500 SF	147 12466 SF	148	149
150	151	152	153
154	155	219 13171 SF	220 12595 SF
218	221	239	

EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (B) NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA TO THE PUBLIC BY THIS PLAT; SEE DETAILS, SHEETS 2, 3, 6 AND 8
- (C) NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (D) EX. VARYING WIDTH (20' MINIMUM) PUBLIC SEWER EASEMENT GRANTED TO THE PUBLIC BY SEQUENCE NO. 20121640199 (SEE SHEETS 2 AND 8)

B1 - B8 SIGHT VISIBILITY TRIANGLE

LOTS 219, 220, 134 AND 147

0 40 SCALE IN FEET

FINAL PLAT for

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239 AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

BEING A RESUBDIVISION OF BLOCK "7" OF LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 1 – 133, COMMON AREAS "A," "B" AND "E" (PRIVATE STREETS), "C" AND "F" (OPEN SPACE/DRAINAGE) "D" (LANDSCAPE/OPEN SPACE), "G" (OPEN SPACE) AND BLOCKS "1" THROUGH "7" AS RECORDED IN SEQUENCE NO. 20121640199, LYING IN SECTION 22, T11S, R12E, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/2017

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Date Signed 4-28-15 ARIZONA, U.S.A.

EXPIRES: 3/31/2017

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-1411-001

REF.: #PRV-1407-002; PRV-06024; ENG1012-006; ENG1203-002

JOB #2253.3

MAY 6, 2015

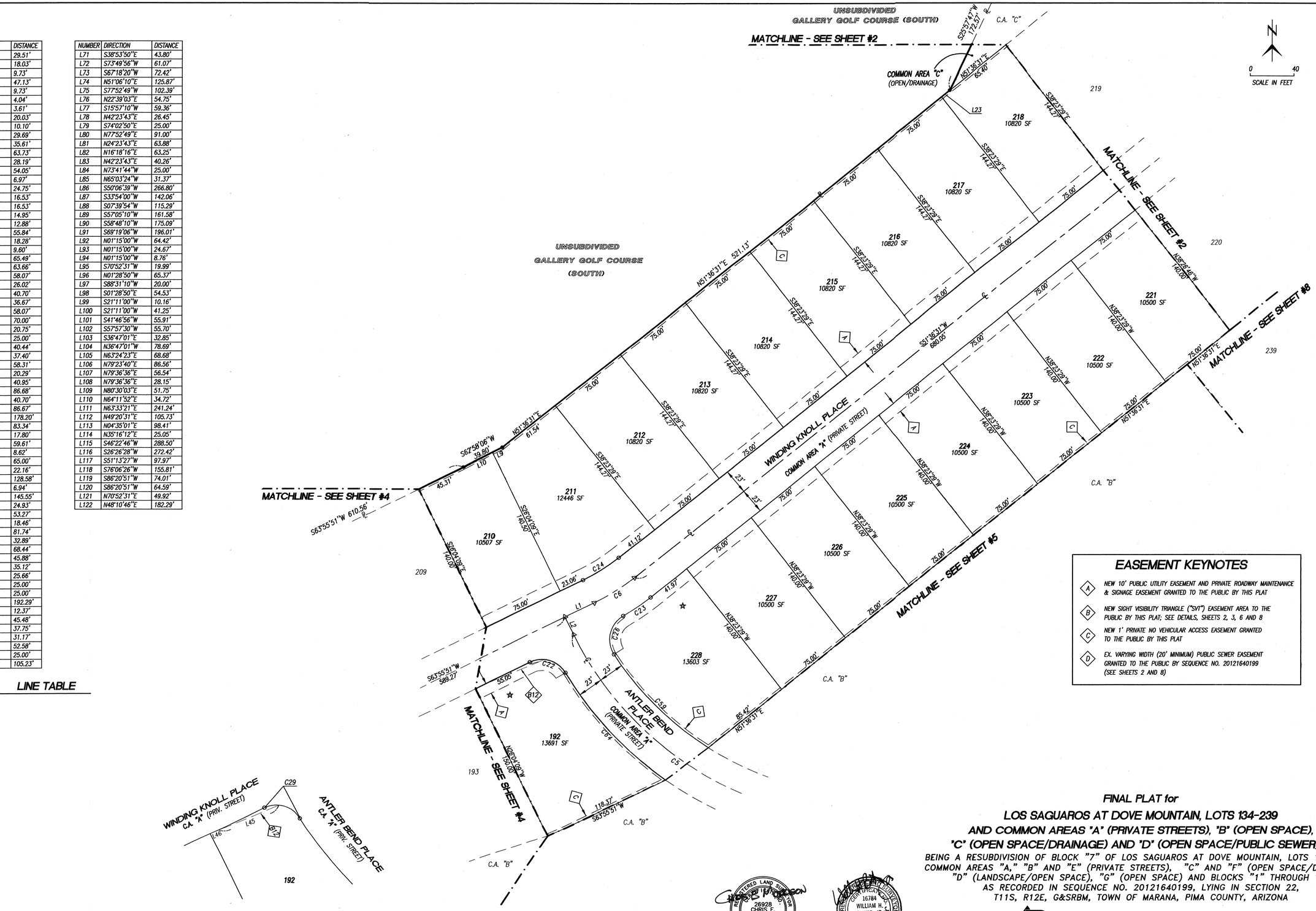
SHEET 2 OF 8

SEQUENCE #_____

NUMBER	DIRECTION	DISTANCE
L1	N63°55'51"E	29.51'
L2	S26°04'09"E	18.03'
L3	N67°14'26"E	9.73'
L4	N67°14'26"E	47.13'
L5	N67°14'26"E	9.73'
L6	N38°53'50"W	4.04'
L7	S38°53'50"E	3.61'
L8	S51°36'31"W	20.03'
L9	S62°58'06"W	10.10'
L10	S62°58'06"W	29.69'
L11	WEST	35.61'
L12	EAST	63.73'
L13	N32°35'33"W	28.19'
L14	S63°55'51"W	54.05'
L15	S71°18'40"E	6.97'
L16	S68°10'23"W	24.75'
L17	S35°16'12"W	16.53'
L18	S35°16'12"W	16.53'
L19	N35°16'12"E	14.95'
L20	S38°53'50"E	12.88'
L21	S32°35'33"E	55.84'
L22	S43°31'10"W	18.28'
L23	N51°36'31"E	9.60'
L24	N40°51'36"W	65.49'
L25	N35°18'37"W	63.66'
L26	N54°40'45"E	58.07'
L27	N51°06'10"E	26.02'
L28	N46°35'20"E	40.70'
L29	N51°06'10"E	36.67'
L30	S35°19'15"E	58.07'
L31	S38°53'50"E	70.00'
L32	N32°34'00"W	20.75'
L33	S71°50'08"E	25.00'
L34	S47°05'30"W	40.44'
L35	S51°36'31"W	37.40'
L36	S55°10'58"W	58.31'
L37	S51°36'31"W	20.29'
L38	N43°24'28"W	40.95'
L39	S38°53'50"E	86.68'
L40	S43°24'40"E	40.70'
L41	N38°53'50"W	86.67'
L42	N62°50'36"E	178.20'
L43	S81°30'56"W	83.34'
L44	N88°31'10"E	17.80'
L45	S67°28'29"W	59.61'
L46	S63°55'51"W	8.62'
L47	S55°12'46"W	65.00'
L48	S35°18'37"E	22.16'
L49	S35°18'37"E	128.58'
L50	N54°41'23"E	6.94'
L51	S35°18'37"E	145.55'
L52	S36°35'00"W	24.93'
L53	N30°11'41"E	53.27'
L54	N62°40'17"E	18.46'
L55	N62°40'17"E	81.74'
L56	N76°38'52"E	32.89'
L57	N69°17'33"E	68.44'
L58	N63°22'07"E	45.88'
L59	N34°50'29"E	35.12'
L60	N62°40'17"E	25.66'
L61	S55°09'31"E	25.00'
L62	N53°25'00"W	25.00'
L63	S35°18'37"E	192.29'
L64	N14°52'42"E	12.37'
L65	S35°18'37"E	45.48'
L66	S07°14'00"W	37.75'
L67	S18°09'52"W	31.17'
L68	S41°33'00"W	52.58'
L69	S48°27'00"E	25.00'
L70	N25°57'47"E	105.23'

NUMBER	DIRECTION	DISTANCE
L71	S38°53'50"E	43.80'
L72	S73°49'56"W	61.07'
L73	S67°18'20"W	72.42'
L74	N51°06'10"E	125.87'
L75	S77°52'49"W	102.39'
L76	N22°39'03"E	54.75'
L77	S15°57'10"W	59.36'
L78	N42°23'43"E	26.45'
L79	S74°02'50"E	25.00'
L80	N77°52'49"E	91.00'
L81	N24°23'43"E	63.88'
L82	N16°18'16"E	63.25'
L83	N42°23'43"E	40.26'
L84	N73°41'44"W	25.00'
L85	N65°03'24"W	31.37'
L86	S50°06'39"W	266.80'
L87	S33°54'00"W	142.06'
L88	S07°39'54"W	115.29'
L89	S57°05'10"W	161.58'
L90	S58°48'10"W	175.09'
L91	S69°19'06"W	196.01'
L92	N01°15'00"W	64.42'
L93	N01°15'00"W	24.67'
L94	N01°15'00"W	8.76'
L95	S70°52'31"W	19.99'
L96	N01°28'50"W	65.37'
L97	S88°31'10"W	20.00'
L98	S01°28'50"E	54.53'
L99	S21°11'00"W	10.16'
L100	S21°11'00"W	41.25'
L101	S41°46'56"W	55.91'
L102	S57°57'30"W	55.70'
L103	S36°47'01"E	32.85'
L104	N36°47'01"W	78.69'
L105	N63°24'23"E	68.68'
L106	N79°23'40"E	86.56'
L107	N79°36'36"E	56.54'
L108	N79°36'36"E	28.15'
L109	N80°30'03"E	51.75'
L110	N64°11'52"E	34.72'
L111	N63°33'21"E	241.24'
L112	N49°20'31"E	105.73'
L113	N04°35'01"E	98.41'
L114	N35°16'12"E	25.05'
L115	S46°22'46"W	288.50'
L116	S26°26'28"W	272.42'
L117	S51°13'27"W	97.97'
L118	S76°06'26"W	155.81'
L119	S86°20'51"W	74.01'
L120	S86°20'51"W	64.59'
L121	N70°52'31"E	49.92'
L122	N48°10'46"E	182.29'

LINE TABLE



EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (B) NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA TO THE PUBLIC BY THIS PLAT; SEE DETAILS, SHEETS 2, 3, 6 AND 8
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B12 SIGHT VISIBILITY TRIANGLE
LOT 192

REGISTERED LAND SURVEYOR
26928
CHRIS E. MORRISON
ARIZONA, U.S.A.
EXPIRES 03/31/2017

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LANDSCAPE ARCHITECT
16784
WILLIAM H. BAKER, JR.
Date Signed
ARIZONA, U.S.A.

EXPIRES: 3/31/2017

FINAL PLAT for
LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239 AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

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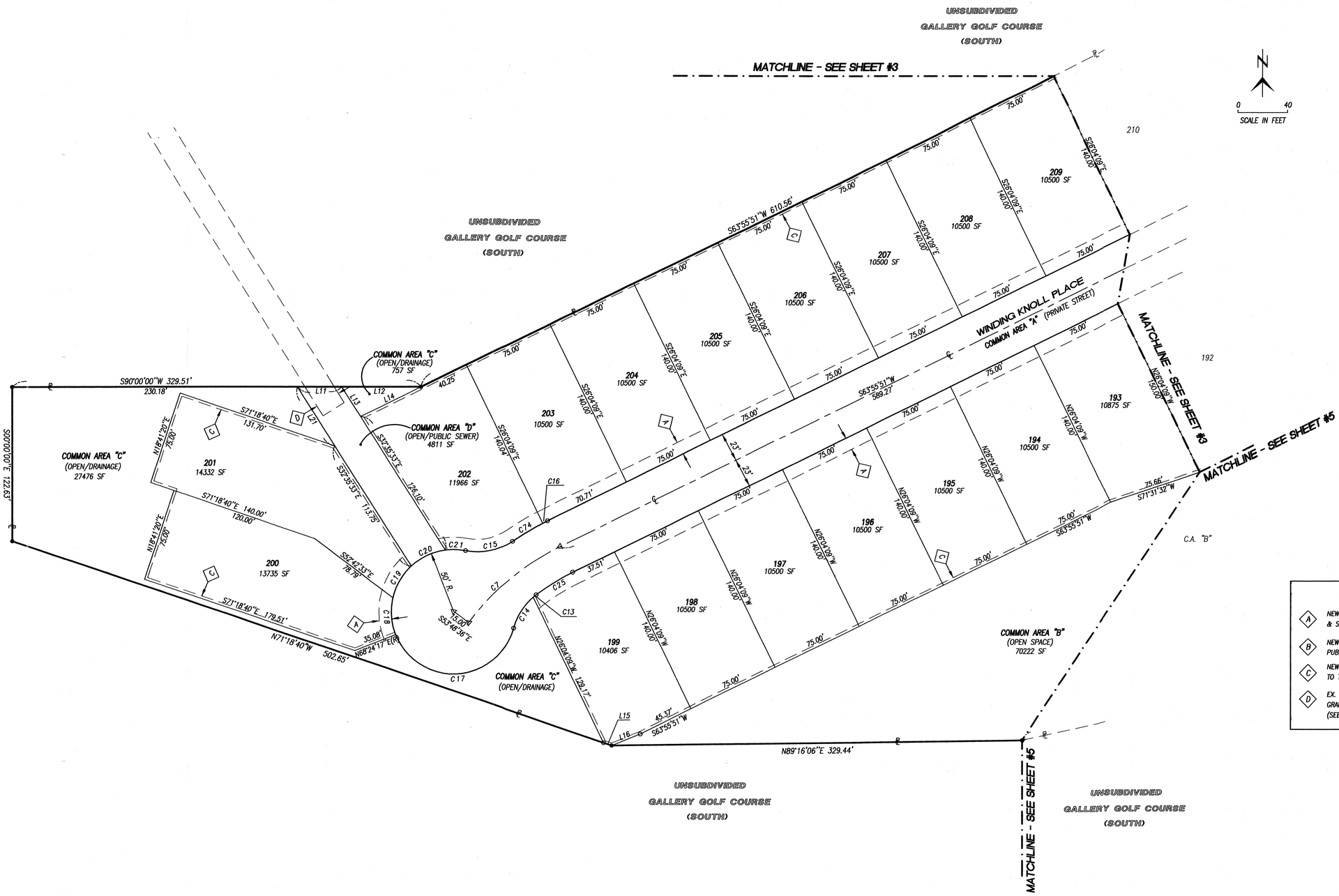
#PRV-1411-001

REF.: #PRV-1407-002; PRV-06024; ENG1012-006; ENG1203-002

JOB #2253.3

MAY 6, 2015

SEQUENCE #_____



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SEQUENCE #_____

FINAL PLAT for

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239 AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

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REGISTERED LAND SURVEYOR — CHRIS E. MORRISON — 26928 — ARIZONA, U.S.A. — EXPIRES 03/31/2017

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 16784 — WILLIAM H. BAKER, JR. — Date Signed 5/6/15 — ARIZONA, U.S.A.

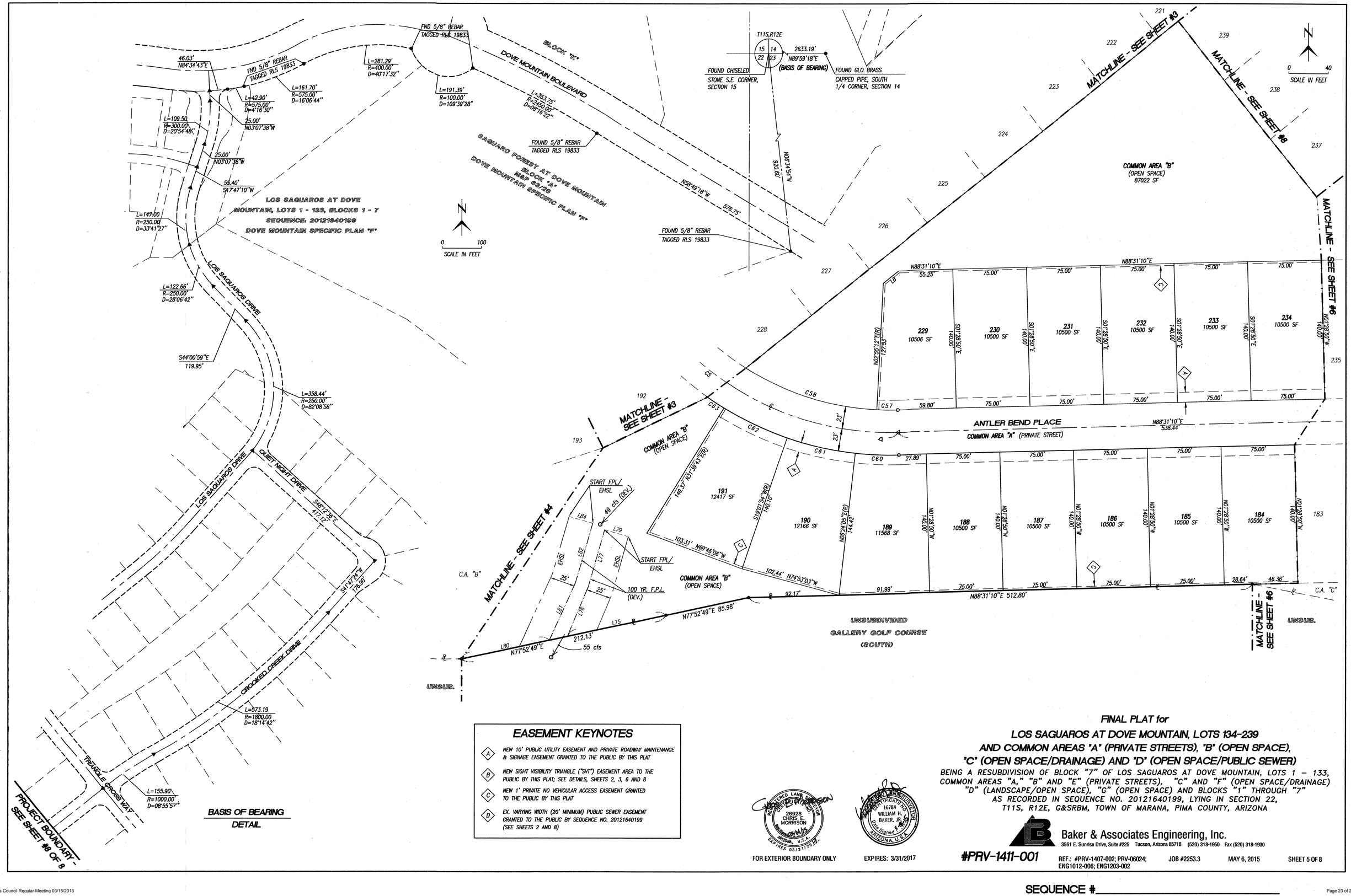
EXPIRES: 3/31/2017

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-1411-001

REF.: #PRV-1407-002; PRV-06024; ENG1012-006; ENG1203-002 | JOB #2253.3 | MAY 6, 2015 | SHEET 4 OF 8

SEQUENCE #_____



EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (B) NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA TO THE PUBLIC BY THIS PLAT; SEE DETAILS, SHEETS 2, 3, 6 AND 8
- (C) NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (D) EX. VARYING WIDTH (20' MINIMUM) PUBLIC SEWER EASEMENT GRANTED TO THE PUBLIC BY SEQUENCE NO. 20121640199 (SEE SHEETS 2 AND 8)

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/2017

FOR EXTERIOR BOUNDARY ONLY

REGISTERED ENGINEER CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Date Signed 3-9-16 ARIZONA, U.S.A.

EXPIRES: 3/31/2017

FINAL PLAT for

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239 AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

BEING A RESUBDIVISION OF BLOCK "7" OF LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 1 – 133, COMMON AREAS "A," "B" AND "E" (PRIVATE STREETS), "C" AND "F" (OPEN SPACE/DRAINAGE) "D" (LANDSCAPE/OPEN SPACE), "G" (OPEN SPACE) AND BLOCKS "1" THROUGH "7" AS RECORDED IN SEQUENCE NO. 20121640199, LYING IN SECTION 22, T11S, R12E, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

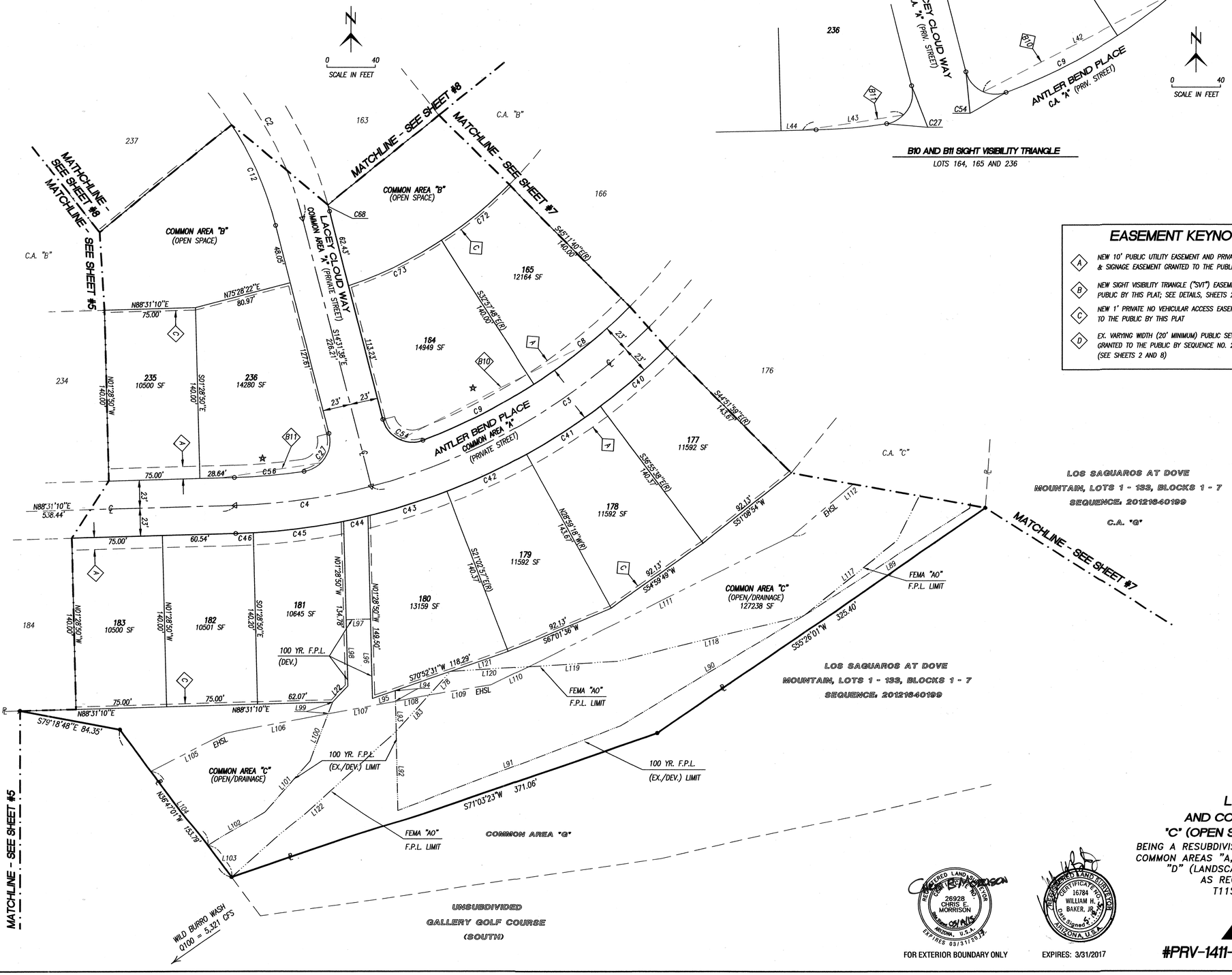
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JOB #2253.3 MAY 6, 2015 SHEET 5 OF 8

SEQUENCE #



B10 AND B11 SIGHT VISIBILITY TRIANGLE

LOTS 164, 165 AND 236

EASEMENT KEYNOTES

- A — NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- B — NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA TO THE PUBLIC BY THIS PLAT; SEE DETAILS, SHEETS 2, 3, 6 AND 8
- C — NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- D — EX. VARYING WIDTH (20' MINIMUM) PUBLIC SEWER EASEMENT GRANTED TO THE PUBLIC BY SEQUENCE NO. 20121640199 (SEE SHEETS 2 AND 8)

NUMBER	D	R='	L='
C1	03°35'13"	500.00	31.30
C2	24°22'12"	300.00	127.60
C3	40°12'10"	500.00	350.83
C4	13°02'47"	500.00	113.85
C5	65°24'41"	300.00	342.49
C6	12°19'20"	200.00	43.01
C7	27°44'27"	200.00	96.83
C8	12°13'52"	477.00	101.83
C9	12°20'24"	477.00	102.73
C10	12°43'45"	50.00	11.11
C11	23°43'52"	50.00	20.71
C12	18°43'28"	277.00	90.53
C13	03°36'46"	50.00	3.15
C14	34°05'28"	50.00	29.75
C15	45°26'58"	50.00	39.66
C16	01°06'06"	223.00	4.29
C17	143°23'32"	50.00	125.13
C18	34°22'42"	50.00	30.00
C19	34°22'42"	50.00	30.00
C20	35°12'53"	50.00	30.73
C21	18°37'14"	50.00	16.25
C22	85°03'31"	25.00	37.11
C23	07°39'14"	223.00	29.79
C24	12°19'20"	177.00	38.07
C25	11°12'52"	177.00	34.64
C26	91°58'30"	25.00	40.13
C27	96°05'46"	25.00	41.93
C28	05°38'43"	277.00	27.29
C29	89°29'39"	25.00	39.05
C30	87°51'55"	50.00	76.68
C31	34°19'56"	50.00	29.96
C32	56°16'57"	50.00	49.12
C33	39°00'13"	50.00	34.04
C34	25°07'44"	50.00	21.93
C35	38°52'54"	50.00	33.93
C36	90°00'00"	25.00	39.27
C37	90°30'21"	25.00	39.49
C38	01°55'27"	523.00	17.56
C39	07°56'21"	523.00	72.47
C40	07°56'21"	523.00	72.47
C41	07°56'21"	523.00	72.47
C42	07°56'21"	523.00	72.47
C43	07°29'16"	523.00	68.35
C44	02°13'55"	523.00	20.37
C45	08°15'53"	523.00	75.44
C46	01°35'02"	523.00	14.46
C47	30°23'04"	50.00	26.52
C48	58°56'47"	50.00	51.44
C49	67°01'46"	50.00	58.49
C50	62°41'29"	50.00	54.71
C51	77°33'36"	50.00	67.68
C52	43°06'49"	50.00	37.62
C53	87°47'09"	25.00	38.30
C54	96°05'46"	25.00	41.93
C55	09°32'08"	477.00	79.39
C56	06°57'02"	477.00	57.86
C57	04°24'02"	277.00	21.28
C58	29°13'51"	277.00	141.32
C59	25°08'13"	277.00	121.53
C60	07°52'56"	323.00	44.44
C61	12°37'49"	323.00	71.20
C62	12°37'49"	323.00	71.20
C63	03°35'47"	323.00	20.28
C64	23°43'51"	323.00	133.78
C65	90°00'00"	25.00	39.27
C66	90°00'00"	25.00	39.27
C67	21°13'05"	323.00	119.61
C68	00°56'16"	323.00	5.29
C69	03°35'13"	477.00	29.86
C70	03°35'13"	523.00	32.74
C71	09°32'08"	337.00	56.09
C72	12°13'52"	337.00	71.94
C73	14°31'22"	337.00	85.42
C74	07°16'56"	223.00	28.34
C75	05°02'08"	477.00	41.92
C76	02°51'26"	523.00	26.08

CURVE TABLE

FOR EXTERIOR BOUNDARY ONLY

EXPIRES: 3/31/2017

FINAL PLAT for

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239

AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

BEING A RESUBDIVISION OF BLOCK "7" OF LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 1 – 133, COMMON AREAS "A," "B" AND "E" (PRIVATE STREETS), "C" AND "F" (OPEN SPACE/DRAINAGE) "D" (LANDSCAPE/OPEN SPACE), "G" (OPEN SPACE) AND BLOCKS "1" THROUGH "7" AS RECORDED IN SEQUENCE NO. 20121640199, LYING IN SECTION 22, T11S, R12E, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-1411-001

REF.: #PRV-1407-002; PRV-06024; ENG1012-006; ENG1203-002

JOB #2253.3

MAY 6, 2015

SHEET 6 OF 8

SEQUENCE #_____

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 1 - 133, BLOCKS 1 - 7 SEQUENCE: 20121640199

LOT 78

LOT 79

LOT 80

LOT 81

MOUNTAIN, LOTS 1 - 133, BLOCKS 1 - 7 SEQUENCE: 20121640199

0 40 SCALE IN FEET

MATCHLINE - SEE SHEET #8

MATCHLINE - SEE SHEET #6

C.A. "B"

C.A. "C"

156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177

N38°53'50"W 78.29'

N38°53'50"W 467.61'

N51°06'10"E 190.00'

N51°06'10"E 131.62'

N38°53'50"W(R) 106.82'

N25°01'35"E(R) 156.36'

N38°53'50"W 238.39'

S89°10'35"E(R) 197.02'

50.04' N48°52'33"E

S65°03'24"E 77.63'

S54°43'48"E 185.71' 140.00'

S35°16'12"W 75.00'

S54°43'48"E 140.00'

N35°16'12"E 240.82'

S54°43'48"E 142.84'

S54°43'48"E 140.00'

S54°43'48"E 140.00'

S54°43'48"E 140.00'

S45°11'40"E(G) 140.00'

S52°48'20"E(R) 140.37'

S44°51'59"E(R) 145.87'

S39°07'07"W 92.13'

S43°49'11"W 402.81'

S03°50'30"W 112.67'

184.44'

41.26' N48°52'33"E

79.04' S35°16'12"W

49.71'

56.77'

23'

75.00'

C47 C48 C49 C50 C51 C52 C55 C18 C39 C71

L17 L18 L19 L20 L85 L86 L87 L88 L113 L114 L115 L116

50' R

ANTLER BEND PLACE (PRIVATE STREET)

COMMON AREA "A" (PRIVATE STREETS)

COMMON AREA "B" (OPEN SPACE) 22838 SF

COMMON AREA "C" (OPEN/DRAINAGE)

COMMON AREA "F"

COMMON AREA "G"

LOTLINE/ EHSL LIMIT

FEMA "AO" F.P.L. LIMIT

100 YR. F.P.L. (EX./DEV.) LIMIT

EHSL

WILD BURRO WASH Q100 = 5,321 CFS

170 21063 SF

171 21279 SF

172 18747 SF

173 10638 SF

174 10500 SF

175 10738 SF

176 11592 SF

177

169 15127 SF

168 10500 SF

167 10500 SF

166 11797 SF

COMMON AREA "B" (OPEN SPACE) 22838 SF

COMMON AREA "C" (OPEN/DRAINAGE) 21429 SF

EASEMENT KEYNOTES

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REGISTERED LAND SURVEYOR 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/2017

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Date Signed 3/31/16 ARIZONA, U.S.A.

EXPIRES: 3/31/2017

FINAL PLAT for

LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239

AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

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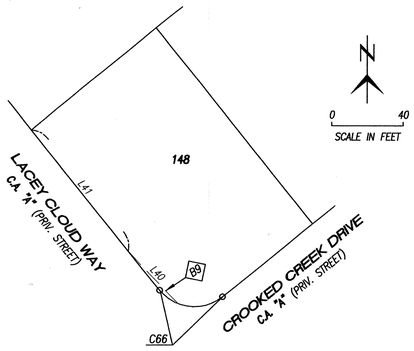
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#PRV-1411-001

REF.: #PRV-1407-002; PRV-06024; ENG1012-006; ENG1203-002

JOB #2253.3 MAY 6, 2015 SHEET 7 OF 8

SEQUENCE #_____



B9 SIGHT VISIBILITY TRIANGLE
LOT 148

EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
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LOS SAGUAROS AT DOVE MOUNTAIN, LOTS 134-239 AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE), "C" (OPEN SPACE/DRAINAGE) AND "D" (OPEN SPACE/PUBLIC SEWER)

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REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. 05/MAY/15 EXPIRES 03/31/2016

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR 16784 WILLIAM H. BAKER, JR. CERTIFICATE NO. ARIZONA, U.S.A. Date Signed 5-7-15

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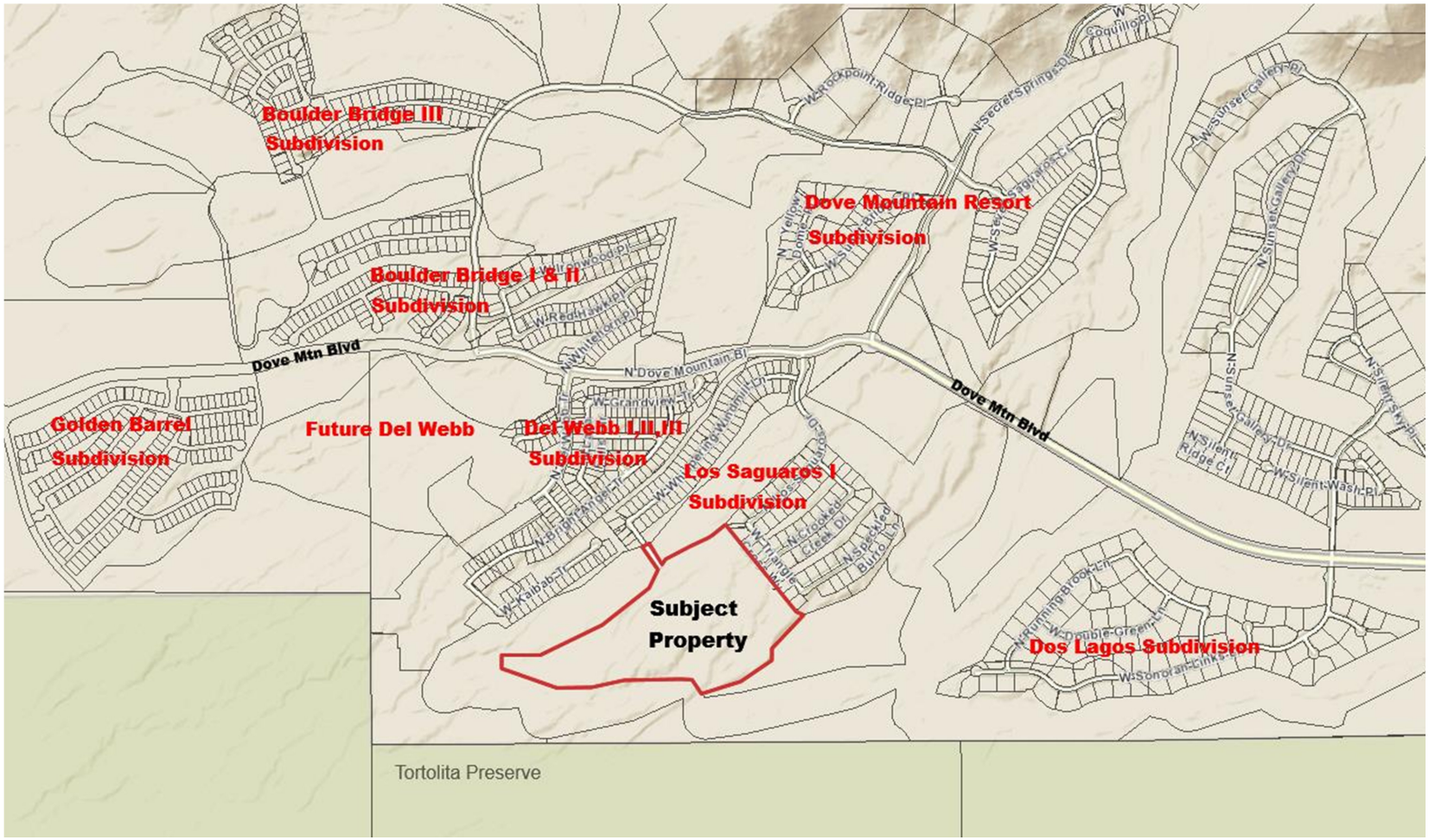
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SEQUENCE #

Location Map



Case Number: PRV1411-001

Title: Los Saguaros at Dove Mountain, Lots 134-239

Request: Approval of a final plat for the resubdivision of Block "7" of Los Saguaros at Dove Mountain, Lots 1-133 final plat.

MARANA

PLANNING & ENGINEERING APPLICATION

1. TYPE OF APPLICATION (Check One)

- ☐ Preliminary Plat
- ☑ Final Plat
- ☐ General Plan Amendment
- ☐ Variance
- ☐ Development Plan
- ☐ SWPPP
- ☐ Landscape Plan
- ☐ Native Plant Permit
- ☐ Specific Plan Amendment
- ☐ Conditional Use Permit
- ☐ Rezone/Specific Plan
- ☐ Annexation
- ☐ Significant Land Use Change
- ☐ Minor Land Division
- ☐ Water Plan
- ☐ Improvement Plan (specify type in Description of Project box*)
- ☐ Other _____

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	218-34-2220			General Plan Designation (To be confirmed by staff)	
Gross Area (Acre/Sq. Ft.)	1,935,318 SF (44.4 ac)			Current Zoning (To be confirmed by staff)	
Development/Project Name	Los Saguaros at Dove Mountain, Lots 134-239			Proposed Zoning	
Project Location	Dove Mountain Blvd. / Windmill Lane				
Description of Project*					
Property Owner	Tortolita Properties, LLC				
Street Address	6125 E. Indian School Road, Ste. #2000				
City: Scottsdale	State: AZ	Zip Code: 85251	Phone Number: 480-399-9900	Fax Number:	E-Mail Address:
Contact Person	Art Powell			Phone Number / E-mail: 480-399-9900 / artero4@cox.net	
Applicant	Tortolita Properties, LLC				
Street Address	14000 N. Dove Mountain Blvd.				
City: Marana	State: Az	Zip Code: 85653	Phone Number: 520-744-2555	Fax Number: 520-744-3523	E-Mail Address: artero4@cox.net
Contact Person	Art Powell			Phone Number / E-mail: 480.399-9900 / artero4@cox.net	
Agent/Representative	Baker & Associates Engineering, Inc.				
Street Address	3561 E. Sunrise Dr., #225				
City: Tucson	State: AZ	Zip Code: 85718	Phone Number: 318-1950	Fax Number: 318-1930	E-Mail Address: mike@baetucson.com
Contact Person	Michael Baker, P.E.			Town of Marana Business License No.	

3. AUTHORIZATION OF PROPERTY OWNER

I, the undersigned, certify that all of the facts set forth in this application are true 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 and checklist. (If not owner of record, attach written authorization from the owner.)

Eddie Leon / project manager — Print Name of Applicant/Agent

Eddie Leon — Signature

7-24-14 — Date

11555 W. Civic Center Drive, Bldg. A2•Marana, AZ 85653-7003•Telephone (520) 382-2600•Fax (520) 382-2641

CRW# PRV1411-001 DATE 11/20/2014 BY CBilow

Council-Regular Meeting **C4**

Meeting Date: 03/15/2016

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Engineering Technician

Date: March 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-028: Relating to Development; approving a release of assurances for San Lucas Block 7 and accepting public improvements for maintenance (Keith Brann)

Discussion:

This resolution will release the Assurance between LGI Homes-Arizona and Title Security Agency of Arizona, under Trust no. 201516 and the Town of Marana, regarding San Lucas Block 7 as depicted on Exhibit A. San Lucas Block 7 is comprised of lots 1 through 64 and Common Areas 'A', 'B', and 'D' and is recorded at the Pima County Recorder's Office in Book 60 of Maps and Plats, Page 80.

In releasing said Assurances, the Town of Marana will accept for maintenance, including regulatory traffic control signs and street signs, approximately 0.51 miles of the following paved streets.

- Dense Stone Way
- Rock Art Drive
- Stone Pendant Way
- Artifact Quarry Way
- Compass Rose Way
- Folsom Point Drive

The Town accepts for maintenance, a potable water system including approximately 3,042 linear feet of potable water line, water meters, appurtenances, valves, and fire hydrants for the above referenced project, with an estimated value of $223,960.

The Town accepts for maintenance a sanitary sewer system including approximately 2,726 linear

feet of sewer main and associated manholes for the above referenced project with an estimated value of $215,266.

Staff Recommendation:

Staff has reviewed the documentation and recommends that the Assurance Agreement for San Lucas Block 7 be released and the public improvements be accepted for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2016-028.

Attachments

Resolution 2016-028 San Lucas Block 7 Release of Assurances

Location Map

MARANA RESOLUTION NO. 2016-028

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR SAN LUCAS BLOCK 7 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for "San Lucas Block 7 Lots 1 through 64 and Common Area 'A" (Open Space) Common Area 'B' (Drainage) Common Area 'D' (Monumentation)" ("San Lucas Block 7") was recorded in the Pima County Recorder's Office on February 10, 2006, at Book 60 of Maps and Plats, Page 80 (Sequence 20060280542); and

WHEREAS the Town has a third party trust substitute assurance agreement (the "Assurance Agreement") with LGI Homes—Arizona, LLC (the "Subdivider") and Title Security Agency of Arizona, LLC, under Trust No. 201516, recorded in the Pima County Recorder's office on August 28, 2015, at Sequence Number 20152400110, assuring the completion of public improvements for San Lucas Block 7; and

WHEREAS the Subdivider has completed the public improvements for San Lucas Block 7 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.51 miles of the following paved streets as shown on the plat of San Lucas Block 7:

- Dense Stone Way
- Rock Art Drive
- Compass Rose Way
- Artifact Quarry Drive
- Folsom Point Drive
- Stone Pendant Way

Section 3. The Town accepts for maintenance a potable water system including approximately 3,042 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of $223,960, within San Lucas Block 7.

Section 4. The Town accepts for maintenance a sanitary sewer system including approximately 2,726 linear feet of sanitary sewer line, manholes and appurtenances, with an estimated value of $215,266, within San Lucas Block 7.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PAVING NOTES:

1. ALL CONSTRUCTION AND TEST METHODS TO BE IN ACCORDANCE WITH TOWN OF MARANA CODES AND PIMA COUNTY/CITY OF TUCSON STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION.
2. THE DESIGN SPEED FOR THIS SUBDIVISION IS 25 MPH. THE DESIGN VEHICLE IS WB-40.
3. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
4. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY ENGINEERS. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO CONTRACTOR.
5. A GEOTECHNICAL ENGINEERING INVESTIGATION, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY LMT ENGINEERING INC., EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT, DATED JULY 11, 2005, PROJECT No 25551 AND THE GEOTECHNICAL ENGINEERING REPORT UPDATE LETTER, DATED JULY 3, 2013, PROJECT No 25551 R1.
6. AGGREGATE BASE COURSE SHALL CONFORM TO PC/COT SSPI SECTION 303.
7. ASPHALTIC CONCRETE SHALL CONFORM TO PC/COT SSPI SECTION 406, MIX #2 SPECIFICATIONS.
8. ALL CONCRETE SHALL COMPLY WITH PC/COT SSPI SECTION 1006, CLASS S, 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS (OSHA).
10. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT-OF-WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
11. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY MARANA PRIOR TO CONSTRUCTION.
12. A COPY OF THE LATEST APPROVED PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
13. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE SUBDIVISION ENGINEER.
14. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650. THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
16. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
17. A QUALIFIED REGISTERED ENGINEER OR LAND SURVEYOR MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO REQUEST OF FINAL INSPECTION/CERTIFICATION OF OCCUPANCY OR RELEASE OF ASSURANCES.
18. ALL STREETS STRIPING AND SIGNAGE SHALL BE PROVIDED BY THE DEVELOPER AT NO COST TO THE TOWN OF MARANA AND SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
19. A.R.S. 41-844 AND 41-865 REQUIRE THAT THE ARIZONA STATE MUSEUM BE NOTIFIED IN THE EVENT HUMAN REMAINS OR FUNERARY OBJECTS ARE DISCOVERED DURING GROUND-DISTURBING ACTIVITIES OR CONSTRUCTION.
20. ALL WORK SHALL CONFORM TO GRADING STANDARDS, TITLE 19 OF THE MARANA DEVELOPMENT CODE.
21. ALL PUBLIC STREETS SHALL REQUIRE A PRE-INSPECTION OF CURB AND AGGREGATE BASE COURSE PLACEMENT PRIOR TO ASPHALT PLACEMENT.
22. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.

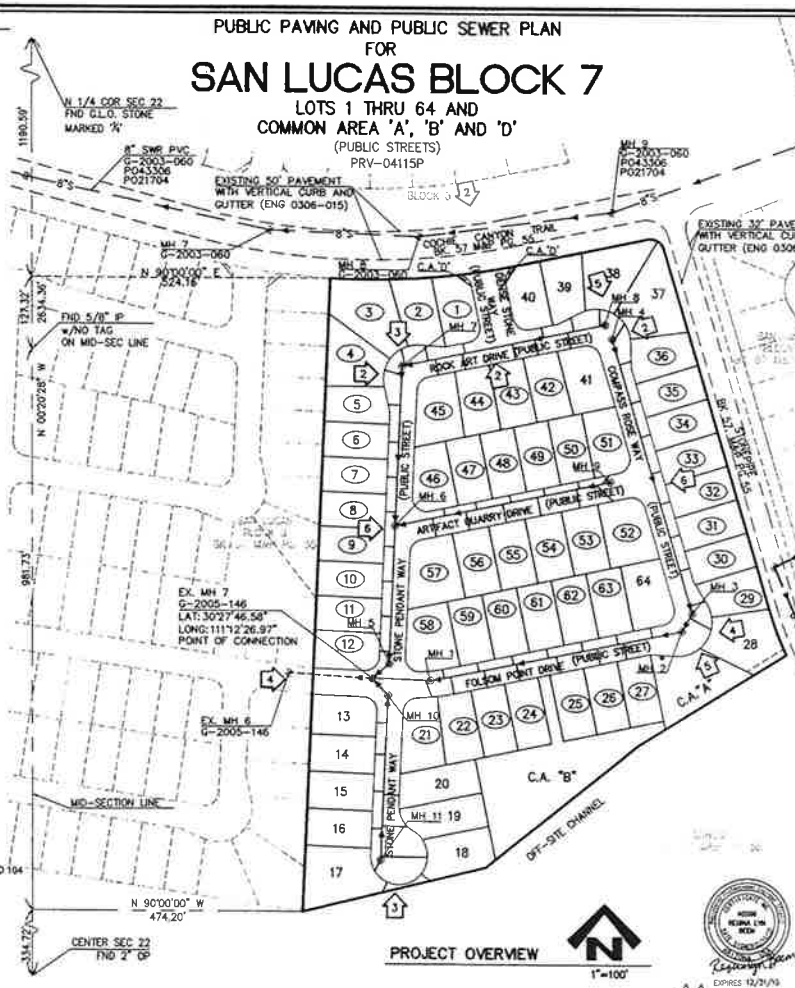
SEWER NOTES:

1. ALL DESIGN STANDARDS, MATERIALS AND WORKMANSHIP FOR PUBLIC SANITARY SEWERS ARE TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT'S (PCRWRD) MANUAL OF STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION, AND THE PIMA COUNTY/CITY OF TUCSON STANDARD DETAILS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. SAID MANUALS ARE ON FILE AT PIMA COUNTY WASTEWATER MANAGEMENT OFFICES AT 201 N. STONE AVENUE, 8TH FLOOR.
2. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. CALL "BLUE STAKE" (1-800-782-5348), A MINIMUM OF TWO (2) FULL WORKING DAYS PRIOR TO EXCAVATION.
3. ALL ROUGH GRADING SHALL BE COMPLETE PRIOR TO THE INSTALLATION OF SEWERS, TO WITHIN 4 FEET OF FILL, TO A MINIMUM OF 4 FEET OVER THE TOP OF SEWER PIPE, AND COMPACTION AS INDICATED ON THE PLANS, OR AS OTHERWISE DIRECTED BY MARANA UTILITIES.
4. SEWER CONSTRUCTION SHALL START AT THE LOWEST DOWNSTREAM POINT AND PROGRESS UPSTREAM, REGARDLESS OF THE STATIONING SHOWN ON THE PLANS.
5. THE CONTRACTOR SHALL MAKE FULL PAYMENT OF THE INVOLVED INSPECTION FEES AND OBTAIN A SEWER CONSTRUCTION PERMIT FROM THE MARANA UTILITIES DEPARTMENT A MINIMUM OF THREE (3) FULL WORKING DAYS PRIOR TO STARTING ANY SEWER CONSTRUCTION.
6. HORIZONTAL DISTANCE BETWEEN PUBLIC WATER MAINS AND SEWER MAINS SHALL NOT BE LESS THAN SIX (6) FEET. VERTICAL CLEARANCE BETWEEN WATER AND SEWER MAINS SHALL BE A MINIMUM OF 24 INCHES. (IF THESE CRITERIA CANNOT BE MET, DESIGN CHANGES WILL BE REQUIRED). REFER TO RWRD 108.
7. BEDDING SHALL BE IN ACCORDANCE WITH STANDARD DETAIL RWRD 104 OR AS SHOWN ON THE PLANS. SHOULD GROUND WATER OR OTHER UNANTICIPATED SOIL CONDITIONS BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED AS DIRECTED BY THE ENGINEER. COMPACTION TESTING OF FILL AND BACKFILL SHALL BE AS REQUIRED IN PCRWRD DIRECTIVE ENG2010-01. SEE SHT 6A FOR DETAIL RWRD 104
8. SEWER CONSTRUCTION SHALL NOT COMMENCE UNTIL (A) ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) HAS ISSUED A "CERTIFICATE OF APPROVAL TO CONSTRUCT" FOR THIS PROJECT AND (B) CONTRACTOR HAS OBTAINED A PUBLIC SEWER CONSTRUCTION PERMIT FROM THE MARANA UTILITIES DEPARTMENT (C) SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE ASSIGNED MARANA PROJECT INSPECTOR AT LEAST 3 FULL WORKING DAYS PRIOR TO THE START OF SEWER CONSTRUCTION.
9. IMMEDIATELY REPORT ANY RELEASE OF SEWAGE, AND/OR ANY DAMAGE TO, OR THE DROPPING OF DEBRIS INTO THE PUBLIC SANITARY SEWAGE CONVEYANCE SYSTEM; TO MARANA UTILITIES. ON WEEKENDS, HOLIDAYS, OR BETWEEN 5:00 PM AND 8:00 AM, IMMEDIATELY CALL THE PIMA COUNTY SHERIFF'S COMMUNICATION CENTER (295-4595 OR 741-4900) AND REQUEST A MARANA REPRESENTATIVE BE DISPATCHED TO THE SITE. TAKE IMMEDIATE ACTION TO PREVENT OR CONTAIN THE SANITARY SEWAGE OVERFLOW (SSO) FROM THE SEWER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS TO REPAIR THE SEWER SYSTEM, FOR ALL EXPENSES TO MITIGATE THE RELEASE AND TO DISINFECT THE RELEASE AREAS AND FOR ANY REGULATORY PENALTIES LEVIED ON MARANA BECAUSE THE SSO ENTERED A NATURAL OR CONSTRUCTED STORM WATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL REPAIR ALL DAMAGE AS DIRECTED AND APPROVED BY MARANA.
10. AS-BUILT PLANS SHALL BE REQUIRED WHEN CONSTRUCTION IS COMPLETE. SUBMIT THREE BLACKLINE COPIES AND AN ELECTRONIC VERSION TO THE MARANA UTILITIES DEPT. OR MARANA INSPECTOR.
11. WHENEVER CONNECTING TO A LIVE SEWER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO (A) IDENTIFY AND INCLUDE ALL FLOW MANAGEMENT COSTS IN THE SEWER CONSTRUCTION BID SUBMITTED WITH THE PUBLIC SEWER PERMIT APPLICATION, AND (B) PROVIDE A FLOW MANAGEMENT PLAN AT THE PRE-CONSTRUCTION MEETING WITH MARANA UTILITIES PRIOR TO BEGINNING SEWER CONSTRUCTION. REFER TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION MANUAL FOR FLOW MANAGEMENT PLAN REQUIREMENTS. CALL THE MARANA UTILITIES DEPT. FOR ALL QUESTIONS REGARDING THE PREPARATION OF FLOW MANAGEMENT PLANS.
12. HOUSE CONNECT SEWER (HCS), PER PC/COT STANDARD DETAIL RWRD 401.
13. ALL NEW PUBLIC SEWER MANHOLES SHALL BE 4' DIAMETER PER STANDARD DETAIL RWRD 205, UNLESS OTHERWISE NOTED.
14. ALL DUCTILE IRON PIPE SHALL MEET THE REQUIREMENTS OF THE PCRWRD DIP/STEEL PIPE COATING SPECIFICATIONS (PROTECTO 401 COATING IS NOT ACCEPTABLE).

SEE SHEET 6A FOR ADDITIONAL SEWER NOTES

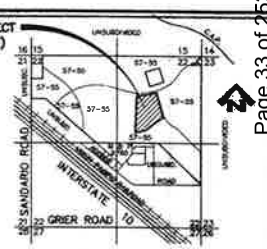
PUBLIC PAVING AND PUBLIC SEWER PLAN FOR SAN LUCAS BLOCK 7

LOTS 1 THRU 64 AND
COMMON AREA 'A', 'B' AND 'D'
(PUBLIC STREETS)
PRV-04115P



PROJECT OVERVIEW
1"=100'

THIS PROJECT (BLOCK 7)



LOCATION MAP
SCALE: 3" = 1 MILE

BEING A PORTION OF SECTION 22,
T-11-S, R-11-E, G & SRM,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

L E G E N D

EXISTING		PROPOSED
	LOT NUMBER	56
	BCSM TO BE SET BY AN R.L.S. (BY FINAL PLAT)	■
	CURB	
	BOUNDARY LINE	
	EDGE OF PAVEMENT	
	RIGHT-OF-WAY	
	LOT LINES	
	SIDEWALK	
	10' PUBLIC UTILITY EASEMENT (PUE)	
	1' NO ACCESS EASEMENT (NAE)	
	SEWER w/MH (OR w/COLLAR)	
	DIRECTION OF FLOW	
	KEYNOTE	1
	SHEET INDEX	1
	DETAIL/SECTION CALLOUT	1 / 2
	DETAIL/SECTION SHEET No	
	BACKWATER VALVES	57
	WATER LINE	
	VALVE	
	HYDRANT	
	NON-POTABLE WATER	NP

RE ACCEPTED (REV 3)

TOWN OF MARANA UTILITY DIRECTOR — DATE 7-17-15

TOWN OF MARANA SUBDIVISION ENGINEER — DATE 7-20-15

FOR TOWN OF MARANA PLANNING DIRECTOR — DATE 7/20/15

REVISION 1 AND 2 ACCEPTED BY:

PIMA COUNTY WASTEWATER MANAGEMENT DEPT — DATE 11/14/08

ACCEPTED:

TOWN OF MARANA ENGINEER / SUBDIVISION ENGINEER — P.E. — DATE

TOWN OF MARANA PLANNING DEPARTMENT — DATE 6-30-08

PIMA COUNTY WASTEWATER MANAGEMENT DEPT — DATE 6-26-08

TETRA TECH, INC. ENGINEERS FOR MARANA — DATE 6/23/08

PO46406 — ENG0601-01
PRV-04115F/7 — G-2005-146

AS BUILT

EXPIRES 12/31/15

BASIS OF BEARING:
GRID NORTH, ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, AND REFERENCED TO FOUND MONUMENTATION SHOWN HEREIN FOR THE WEST LINE OF THE NW 1/4 OF SECTION 22, SAID BEARING BEING N 00°25'32" W.

BASIS OF ELEVATION:
NGS PT. 171+82, FIRST ORDER, CLASS II VERTICAL CONTROL. ELEVATION BEING 1971.00 FT., NAVD 88.

LOTS REQUIRING BACKWATER VALVES

1-12
21-27
29-36
42-63

SHEET INDEX

SHEET No	DESCRIPTION
1	COVER
2-6	PLAN & PROFILES
6A	AS-BUILT TABLES & NOTES
7	PAVING & SEWER DETAILS
8	SCUPPER DETAILS
9	SIGNING AND STRIPING PLAN

OWNER/DEVELOPER
SL WEST, LLC
3573 E. SUNRISE DRIVE, SUITE 233
TUCSON, ARIZONA 85718
ATTN: GREG ANDERSON
PHONE: (520) 299-9101

NOTE:
ACCORDING TO THE REVISED "BLUE STAKE LAW" (ARS40-360.21 THROUGH 40-360.32), THIS PROJECT IS SUBJECT TO NEW PRIVATE SEWER LATERAL DESIGN AND CONSTRUCTION REQUIREMENTS PER PIMA COUNTY WASTEWATER MANAGEMENT DIRECTIVE ENG2005-01 AND REVISED STANDARDS DETAIL WWW 401.
www.pima.gov/wwm/stddet/index.htm

REVISIONS	BY	DATE
1 - PAVING AS-BUILT		
2 - SEWER AS-BUILT		
3 - PLAN RE-APPROVAL		
4 - SEWER CHANGE PER		
5 - WATER CHANGE PER		

I HEREBY CERTIFY THAT THE AS-BUILT ANNOTATIONS PROVIDED ON THIS DRAWING WERE BASED ON AN AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EXPIRES 12/31/15

PSOMAS
333 E Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

PUBLIC PAVING AND PUBLIC SEWER PLAN FOR
SAN LUCAS BLOCK 7
LOTS 1 THRU 64
and COMMON AREAS 'A', 'B' AND 'D'

PROJ NO 7SLW130101 — SCALE = AS SHOWN
DATE: 05/14/13 — VERT. = N/A

1 OF

EXHIBIT A

Council-Regular Meeting **C5**

Meeting Date: 03/15/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: March 15, 2016

Subject: Approval of March 1, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

03-01-2016 Draft Council Meeting Mintues

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 1, 2016 at or after 7:00 PM

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:00 **p.m. Town Clerk Bronson** called roll. All Council Members were present.

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

APPROVAL OF AGENDA. ***Motion to approve by Council Member Bowen, seconded by Vice Mayor Post. Passed unanimously.***

CALL TO THE PUBLIC. Eric Jamison and Timothy Flemming, spoke to Council about a criminal justice school project they are working on called the Sara Model. They described what the Model is how they gathered information for the project which would be to provide signage in the Santa Cruz River for homeless to be aware of possible flooding. They came before Council to ask how they would get assistance from the town for the signage. **Mr. Davidson** responded that he would be happy to meet with them as there were other students working on a similar project who he has been working with. **David Morales** spoke regarding using the upcoming election to put a ballot measure before voters to make the town a city during the upcoming election.

PROCLAMATIONS

1 Proclaiming March 3, 2016 as St. Baldrick's Day in Marana (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Member Comerford reminded everyone that Founders' Day is this coming weekend at Ora Mae Harn Park. **Council Member Ziegler** reported that she attended the opening of Fisher House located on the VA campus in Tucson. **Council Member McGorray** reported that she is back in good form after her previous health issues. **Mayor Honea** reported on a meeting with Arizona Youth Partnership. Their venture has been very successful, and they are running out of room for their Open Doors school which is located on the former site of the Marana Health Center. He also met with the southern Pinal County Mayor's group last week. The Tangerine Road groundbreaking is next week on March 8 at 10:30 a.m. That will be an all-weather road from La Canada to Dove Mountain.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson noted two special events coming up. One is Founders' Day with a parade, food and community booths and music. At the end of the month is a ceremony to open the new Veterans' Cemetery on March 26. This will be an important addition to our community. On March 18 is the Columbine II send-off event, the first Air Force One which has been located at the Marana airport for a number of years. It was recently purchased by a company back east who is restoring the plane, and several dignitaries will be on hand to bid the aircraft bon voyage, including one of President Eisenhower's granddaughters and a pilot currently flying Air Force One planes to talk about then and now.

PRESENTATIONS

P1 Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Winter 2016 Marana Citizens' Forum on the topic "Smart City Technology" (Jocelyn C. Bronson). Introduced by **Ms. Bronson**, who has co-facilitated the Forum with Heath Vescovi over the past two years. Forum delegates present stood to be recognized, and then Ms. Bronson introduced **Nick Coury**, the Forum presenter of the recommendations. The final recommendation to Council was to develop a technical advisory committee, modeled in part after Envision Charlotte. The goal of the committee would be to develop an overall strategy used to preserve natural resources, support economic development and aid in the delivery of services, especially with public safety. To assist the committee, town staff would identify challenges which could be prioritizing technological needs, identifying an area of development and analyze the sustainability of the plan. In that regard, it was recommended that the town partner with other agencies and private sector entities, begin by converting low energy products throughout the town and install communication conduits during road construction to absorb some of the installation costs. No action was necessary by Council.

CONSENT AGENDA. ***Motion to approve by Council Member McGorray, second by Council Member Ziegler. Passed unanimously.***

C1 Resolution No. 2016-020: Relating to Utilities; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities under Private Contract for the Willow Vista subdivision (John Kmiec)

C2 Resolution No. 2016-021: Relating to Community Development; authorizing the Chief of Police to apply for grant funding from the Governor's Office of Highway Safety for the purchase of equipment and the funding of overtime for the Marana Police Department for fiscal year 2016-2017 (Lisa Shafer)

C3 Resolution No. 2016-022: Relating to Public Works; authorizing the acquisition by negotiation or condemnation of lands and property rights needed for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. 2005-061 (RTA ST021) (Frank Cassidy)

C4 Resolution No. 2016-023: Relating to Public Works; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Pima County Regional Flood Control District and the Town of Marana for Construction and Maintenance of the Saguaro Bloom Sewer Line Under the Lower Santa Cruz Levee (Frank Cassidy)

C5 Approval of February 16, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #12 restaurant liquor license application submitted by Kevin Arnold Kramber on behalf of Chuy's Mesquite Broiler, located at 6741 N. Thornydale Road #121 Tucson, AZ 85741 (Jocelyn C. Bronson). Presented by **Ms. Bronson**, who noted that the application was properly reviewed and posted, and staff is recommending approval. ***Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously***.

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #10 Beer and Wine Store liquor license application submitted by Jodi Lynn Vurnovas on behalf of Good 2 Go, located at 8333 N. Cortaro Road, Marana, AZ 85743 (Jocelyn C. Bronson). Presented by **Ms. Bronson**, who noted that the application was properly reviewed and posted, and staff is recommending approval. ***Motion to approve by council Member Bowen, second by Council Member Ziegler. Passed unanimously.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2016-024: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Penny Cardinal for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy). **Mr. Cassidy** noted that Council has previously authorized the town engineer to sign contracts for the acquisition of property rights when those contracts are at the appraised price. However, when there is a negotiated settlement, staff will put it on the Council agenda for individual approval. This is the first of what will likely be several similar items on future agendas for the Tangerine Road project. Mr. Cassidy will also place an executive session

item on the agenda in case Council wants more detail on the negotiations. For this particular acquisition, staff would be acquiring the property rights for $50K plus closing costs. The appraised value was $26,200, and there was a significant drainage impact on the property from the project, so there was negotiation about that as well as the price per square foot. ***Motion by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Alternative Expenditure Limitation (Home Rule Option); presentation, discussion and direction regarding extension of the alternative expenditure limitation for the Town of Marana and the timing of the next alternative expenditure limitation election (Erik Montague). Presented by **Erik Montague** and Chris Roads, the Registrar of Voters for Pima County. Mr. Montague explained a little about the complications of bringing this item forward a year early due to the consolidated elections in August and November, the first time Marana's ballot issues have been intermingled with partisan issues on a combined federal, state and county ballot. Mr. Montague's presentation began with an overview of the state-imposed expenditure limitation formula and how the limit grows each year based on population and inflation and the fact that the imposed limit does not take into consideration service levels or needs placed on growing communities such as Marana. Using the budget process and expenditure levels, we set our limit on local priorities and the resources that are available to meet those priorities. Giving an example, he noted for the next fiscal year, the preliminary state-imposed limitation on Marana would be about $17.2M. To put that in perspective, the expenditures for FY 15-16's general fund is at $40.8M. If we were bound by the state limitation, spending would be reduced by over 60 percent, significantly reducing services to the community. And the earliest date to bring the Home Rule Option back to the voters would be two years.

The Home Rule Option was first approved by the voters in 1985 and has passed every four years as mandated by state law since then. The state Constitution does provide for cities and towns to set their own limit, but this requires voter approval. Although the current option is in effect through FY 2016-17, staff is bringing this before Council for consideration for the consolidated election ballot for 2016. However, elections beginning in 2014 that are not candidate elections may be held in March or May of the following year. **Mr. Montague** presented the pros and cons, including costs associated with each of three options for this ballot measure: the Primary election in August, 2016, the General election in November, 2016, or a special election in March or May of 2017. **Mr. Davidson** noted that we will have a cost for the Primary election; if no candidates or measures advance to the General election, there will be no cost. If we hold a stand-alone Special Election, there will be a cost. **Chris Roads** addressed Council with some of the technical changes related to the elections for their consideration. The Council positions by state law are going to be on the August/Primary ballot. He then itemized the pluses and minuses. Cost is a factor, especially in the special election, where the town bears the entire cost of the election. However, that election will reach the most voters. In the Primary election, federal, state and county issues are partisan. Marana issues are non-partisan. Unless registered independents declare a recognized party ballot or a Marana only ballot, they will not be able to cast a ballot in the Primary election. And only registered independents who are on the Permanent Early Voting List (PEVL) will be contacted to choose one of those options.

Of the 7,128 registered independents; 4,583 are on the PEVL. Using past elections as an example he stated that depending on the nature of the election only 5-15 percent of registered independents vote. In the 2014 Oro Valley election, only 105 voters requested the Oro Valley only ballot. A few hundred did ask for one of the party ballots. Nearly one-third of Marana's voters are registered independents, which could be a significant factor in determining where the ballot measure for Home Rule Option is placed. Mr. Roads then introduced the card stock for the November General election, which could be up to two pages of legal sized paper and described what the ballots may look like for the Primary and for the General elections. If placed on the General election ballot, the Home Rule Option would be the very last item on the back page. More voters would be voting, but the item would be subject to voter fatigue and does become a significant issue particularly if the state does put on as many matters as they are considering this year.

Vice Mayor Post asked for clarification for the Special Election. If the town calls an all ballot by mail election, every voter would receive a ballot and only one item would be on the ballot. Vice Mayor Post suggested that this is a critical issue and we might consider standing alone on this. Council Members continued discussing the pros and cons, including how best to educate the voters on the issue of Home Rule Option. **Ms. Bronson** noted that the town pays for and mails out the publicity pamphlet on our ballot issues. **Mr. Davidson** noted that the publicity pamphlet is formulaic and is constrained by statute as to what can be printed. **Mr. Roads** stated that the County only issues a sample ballot, and all issues are printed with Marana taking only a small portion. The pro and con statements would be coming from the town. **Ms. Bronson** continued that staff is attending neighborhood meetings for public outreach on this and other town concerns. We will have information on the town's website as soon as Council determines which election they would like to have the item on the ballot. As Mr. Davidson stated, the language in the publicity pamphlet is not always clear to the voter as to the issue, so we are hoping that the website and future meetings with constituents will provide venues for being better informed. **Council Member Bowen** asked for clarification as to which ballot the state issues would likely be placed. **Mr. Roads** indicated that it would most likely be the General ballot, making the Primary ballot shorter. **Council Member Bowen's** preference leans toward putting the measure on the Primary election, as does Mayor Honea's. **Mr. Davidson** stated that we will do whatever we can to educate the public, but asked for Mr. Montague to review the consequences of this item not passing at any one of these elections. After additional discussion regarding the consequences of the item not passing, ***a motion was made by Vice Mayor Post to take the Home Rule Option to a special election in 2017. Second by Council Member Kai. Mayor Honea asked Ms. Bronson to poll the Council. The motion passed 5-2 with Mayor Honea and Council Member Bowen dissenting.***

The next motion was to select the election date***. Motion by Vice Mayor Post, second by Council Member Bowen to hold the special election in March 2017.*** **Mr. Davidson** clarified the fiscal impact for Council. We will have a Primary election cost. It is possible to have a General election cost and then a Special Election cost. So in preparation of the town's budget, we will program for the Primary and Special Election and then come back to Council for contingency funding for a General election cost. The bill is expected to pass with full support of the speaker who introduced the bill. The League has not been able to introduce any amendments at this point.

D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson). **Mr. Davidson** gave update updates on three bills of interest, including HB 2391, municipality water rates requirements restricting cities and towns' ability to purchase water infrastructure. There could be an effort to amend parts of the bill to work with Marana. The second bill is HB 2658 regarding Community Facilities Districts. This would authorize a developer that has property in excess of 600 acres to be authorized to form a CFD without town approval. The Council would be able to appoint two members to that board, and the developer would have three members. The League has expressed their concern, and many cities around the state have voiced their opinions. The last bill is HB 2483, the municipal population estimates bill. This passed the House and is moving on to the Senate. This will be very important for bringing additional state shared revenue to Marana because of our growth over the past number of years. Mayor Honea added that the TPT bill appears to be dead this year, which will not affect our construction sales tax. HB 2483 has support on both sides of the aisle and all members of the League. If that bill passes, it's worth about $1.8M to Marana.

EXECUTIVE SESSIONS

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) and (7) to discuss with the Town's attorneys and representatives the terms of a proposed purchase of Tangerine Road right-of-way from Penny Cardinal (this item relates to and should occur before Council Action item A1 on tonight's agenda)

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Motion to adjourn by Vice Mayor Post, second by Council Member McGorray. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on March 1, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 03/15/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: March 15, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rick A. McAtee on behalf of the Marana Foundation for Educational Excellence for the Wet Pool Party event to be held on April 9, 2016 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license submitted on behalf of the Marana Foundation for Educational Excellence for the Wet Pool Party event to be held on April 9, 2016 at Breakers Water Park. The promoter of the event has also obtained a special event permit from the town, pursuant to Chapter 10-6 of the Marana Town Code.

A special event liquor license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold and only for the period authorized on the license. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Pursuant to state law, a person desiring a special event liquor license must request a special event application from the Department of Liquor Licenses and Control (DLLC). The applicant then must file the application with the town for events occurring within the town's limits. The town may then recommend approval or disapproval of the special event liquor license.

If the special event liquor license application is approved by the Town Council, and the event meets the requirements for granting the license, the director of the DLLC will issue a special event liquor license to the qualifying organization. If the application is disapproved by the Town Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Rick A. McAtee on behalf of the Marana Foundation for Educational Excellence for the Wet Pool Party event on April 9, 2016.

OPTION 2: I move to disapprove the special event liquor license application submitted by Rick A. McAtee on behalf of the Marana Foundation for Educational Excellence for the Wet Pool Party event on April 9, 2016.

Attachments

Special Event Liquor License Application

Description of Special Event Liquor License

Special Event Permit Application

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Marana Foundation for Educational Excellence

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0722353

SECTION 3 The organization is a: (check one box only)

☑ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☑ Yes ☐ No

Name of Business	License Number	Phone (include Area Code)
Breakers 95		

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☑ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☑ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☑ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Breakers Water Park

Address of Location: 8555 W. Tangerine Rd, Marana, AZ 85742 Pima
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☑ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: McAtee (Last) Rick (First) A (Middle) 04/07/58 (Date of Birth)
2. Applicant's mailing address: 4716 West Condor DR (Street) Tucson, AZ (City) 85742 (State Zip)
3. Applicant's home/cell phone: (520) 572-0879 Applicant's business phone: (520) 405-6592
4. Applicant's email address: rickmcatee@comcast.net

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☑ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? _____
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☑ Yes ☐ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Marana Foundation for Educational Excellence Percentage: 25%

Address PO Box 90595 Tucson, AZ 85752
Street City State Zip

Name Relentless Beats LLC Percentage: 75%

Address 7310 N. 16th St. Ste 275 Phoenix, AZ 85020
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE / CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

8 Number of Police 50 Number of Security Personnel ☑ Fencing ☑ Barriers

Explanation: Wild West Security will be the security company and have been trained by AZDLLC to check ID's for alcohol consumption. 21+ will wear a wristband on right hand. No re-issuing of wristbands No re-entry to event. Bag check & Pat down before entering the venue

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	April 9, 2016	Saturday	12pm	7pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Rick McAtee declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Signature	Title/ Position	Date	Phone Number
Rick McAtee	President	2/29/2016	520-405-6592

The foregoing instrument was acknowledged before me this 29th (Day) February (Month) 2016 (Year)

State AZ County of Pima

My Commission Expires on: 02/15/2019 (Date)

Signature of Notary Public

SYLVIA O KEELER
Notary Public - Arizona
Pima County
My Comm. Expires Feb 15, 2019

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Rick McAtee declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Signature	Title/ Position	Date	Phone Number
Rick McAtee	President	2/29/2016	520-579-7183

The foregoing instrument was acknowledged before me this 29th (Day) February (Month) 2016 (Year)

State AZ County of Pima

My Commission Expires on: 02/15/2019 (Date)

Signature of Notary Public

SYLVIA O KEELER
Notary Public - Arizona
Pima County
My Comm. Expires Feb 15, 2019

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐DISAPPROVAL

On behalf of _____ (City, Town, County), _____ Signature, _____ Date, _____ Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

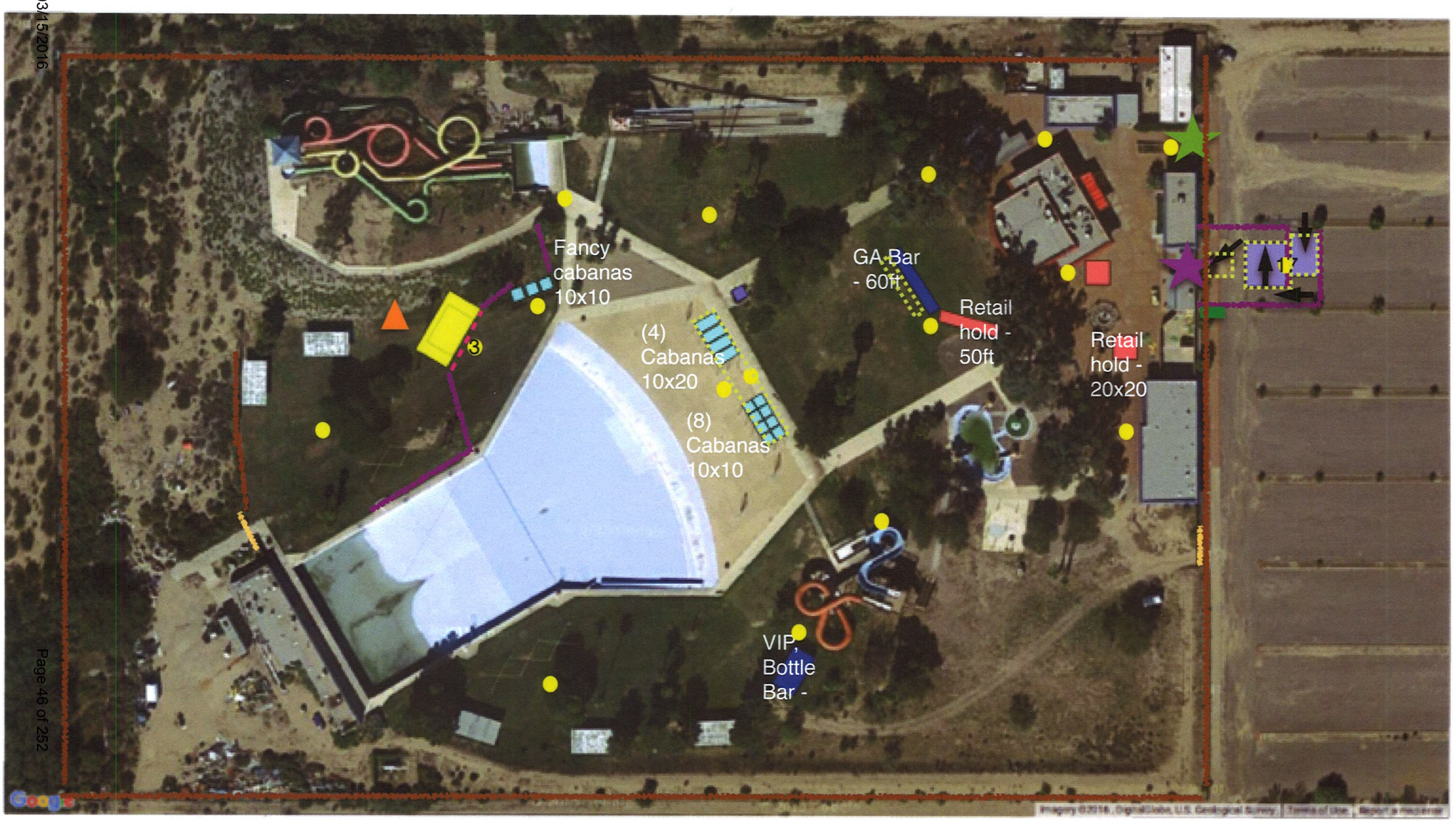
Wet Pool Party
April 9 2016
Breakers - Tucson, AZ

v2

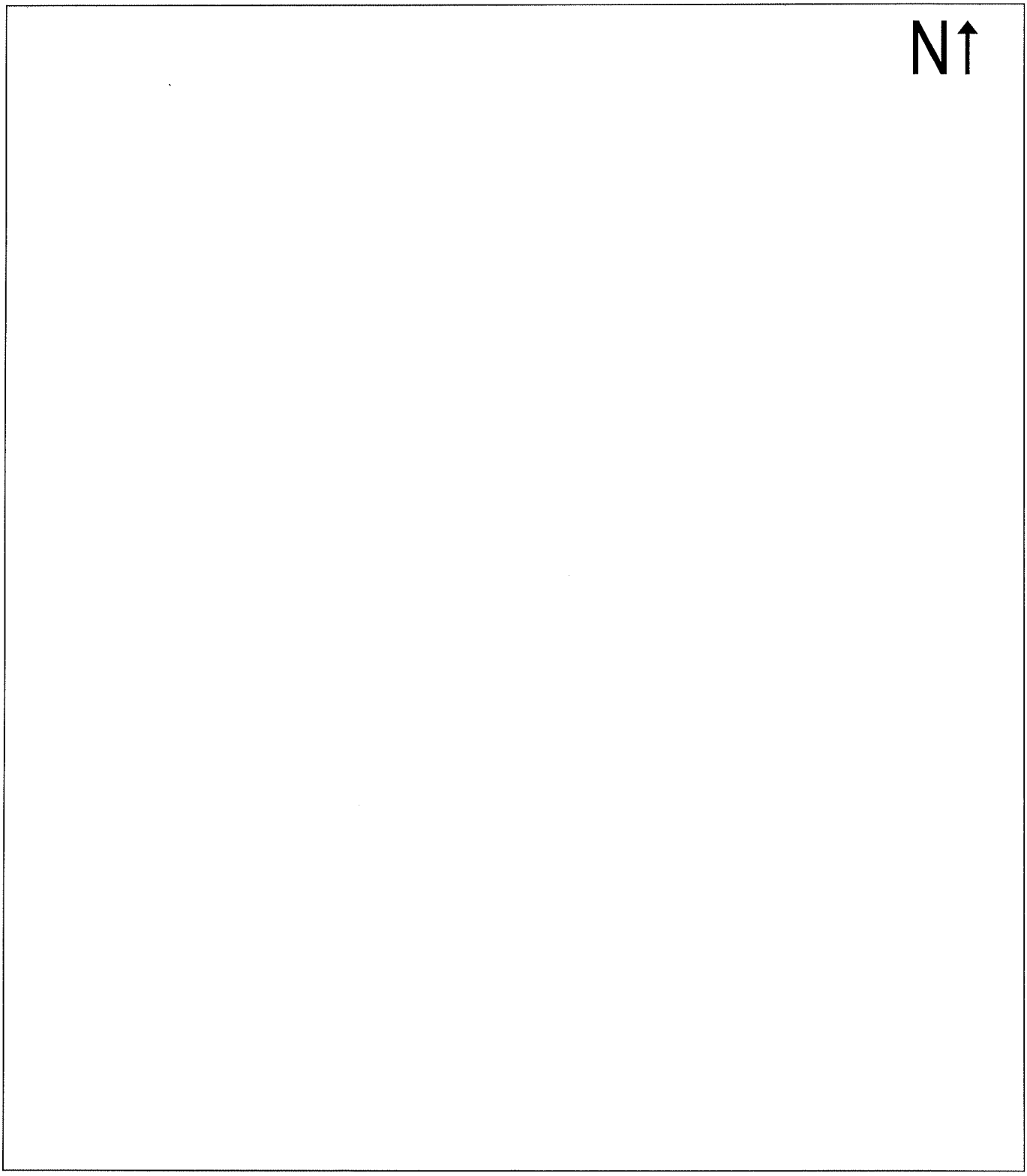
- 6ft Chain Link w/ scrim
- Emergency Exit
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- Bike Rack Area
- Staff Gate
- Existing Venue Fence
- Public Entrance/Exit
- Public Exit
- Light Towers
- T-shirt Security Areas

Entrance Info:
ID: 5 Rows GA, 1 Row VIP
Pat Down: 10 Rows M/F, 1 Rows VIP
Scan: 5 Rows GA, 1 Row VIP

Updated: 2/25/16 - kg



SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Promoter Contract

This is a contract entered into by **Relentless Beats, LLC** (hereinafter referred to as "the Promoter") and **Marana Foundation for Educational Excellence** (hereinafter referred to as "the Charity") on this date, **February 18, 2016.** This contract is only valid for the Event defined here: **Wet Pool Party** on **April 9, 2016** (hereinafter referred to as "the Event")

The Promoter's place of business is 7310 N 16th St STE 275, Phoenix, AZ 85020 and the Charity's place of business is PO Box 90595, Tucson, AZ 85752

The Charity hereby engages the Promoter to provide services described herein under "Scope and Manner of Services." The Promoter hereby agrees to provide the Charity with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

Covered By Promoter: All operational (including setup, day of and tear down) and financial aspects relating to the Event. All liability, insurance, and fees relating to the Event. All security and safety measures relating to the Event. Any and all un-named expenses relating to the Event. Promoter will name Charity as additional insured on COI.

Payment for Services Rendered

The Promoter shall pay the Charity 25% of gross liquor and beer sales after local sales tax.

The Promoter shall pay the Charity above mentioned amount within 5 days from the Event date listed above.

Applicable Law

This contract shall be governed by the laws of the City of Tucson, Pima County in the State of Arizona and any applicable Federal laws.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

Marana Foundation for Educational Excellence	Ryan Huhl
(Printed Name of Charity or agent)	(Printed Name of Promoter or agent)
Rick Mattes 2/29/2016	
(Signature of Charity or agent) (Date) (Date)	(Signature of Promoter or agent)

February 18, 2016

To whom it May Concern:

Breakers 95 dba Breakers Water Park located at 8555 N. Tangerine Rd, Marana, AZ 85653 agrees to suspend the current liquor license #07100238 for the following dates and times:

Saturday, April 9, 2016 12:00pm – 7:00pm

We request the suspension for the entire licensed area recorded in connection with this license number.

A special event license is to be obtained for this date and time by the Marana Foundation for Education Excellence. Tax ID: 860722353
Please see the attached map for special event licensed premise.

If you have any further questions, please don't hesitate to contact me.

Sincerely,

Steve Miklosi -

Agent Breakers 95 LLC

Owner 520-591-0394

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

USE16003-001

Development Services / eventpermits@maranaaz.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaaz.gov

SPECIAL EVENT PERMIT APPLICATION

APPLICANT INFORMATION

Name: Ryan Auhl	Title (if applicable): Director
Organization Name (if applicable): Relentless Beats LLC	
Applicant or Organization Mailing Address: 7310 N 16th St, Ste 275	
Primary Phone: 480-254-0782	Secondary Phone: NA
E-mail: ryan@relentlessbeats.com	

INSURANCE: If the event is being held on Town property, such as a Town park or Town right-of-way, a certificate of insurance and additional insured endorsement, evidencing insurance in the amounts and types determined by the Town and naming the Town of Marana as additional insured, will be required.

SITE PLAN (REQUIRED): On a separate sheet of paper, provide a site plan or sketch, showing the property location in relation to surrounding properties, the area to be used, the access to the property and the location of any proposed facilities. Identify pedestrian travel, parking areas, vending areas, stages and other principal features of the venue. If temporary parking areas are to be used, applicant must also attach a Parking Layout and Circulation Plan.

SECTION A- EVENT INFORMATION

Event Name: Wet Pool Party		Expected Attendance: 3000
Event Date(s): April 9, 2016	Start Time: 12pm	End Time: 7pm
Event Location (Address or Legal Description): Breakers Water Park, 8555 W. Tangerine Rd, Marana, AZ 85742 *If in a Town Park, please also complete* ***SECTION D***		

Will your event include any of the following? *Requires inspection

Inflatables/hot air balloons?	○ Yes	● No	Canopy (open)*?	● Yes	○ No	
Fireworks/rockets/pyrotechnics?	● Yes	● No	Size: 10x10	Qty: 4-8	Secured with: ○ Buckets	○ Sandbags
Water/Electrical hook-ups*?	● Yes	○ No	Tent (enclosed)*?	○ Yes	○ No	
Open Flames/Cooking?	○ Yes	● No	Size: 10x10-20	Qty: 4-8	Secured with: ○ Buckets	● Sandbags
Temporary Fencing?	● Yes	○ No	Generator*?	● Yes	○ No	
Banners/Decorations?	● Yes	○ No	Size: TBD			
Musical Entertainment?	● Yes	○ No	Type:			

Description of above activities (be specific). Please also include a list of all vendors/participants. Include the business name, contact person name, and contact telephone number. All vendors selling items must have a current Marana business license; all food vendors must have a current county health department permit, if required by applicable county regulations. (*Attach additional sheets if necessary*):
Live music event, w/ international touring artists.
1 stage
Retail Vendors
Display Vendors
Live artist area (painting, beads etc)

Describe the following (*Attach additional sheets if necessary*):

Medical Plan: Internal Breakers EMS, Northwest Fire off-duty 1 ambulance w/ team, 1 additional 2 person team

Security Plan: Wild West Security (T-shirt) security Qty: 50, Off-duty Marana PD Qty:TBD. Pat down & bag check at entrance

Event Lighting: Day time event, will have light towers for load out

Sanitation/Facilities: Handled by Breakers

SECTION B- ALCOHOL

Selling of alcohol?	☑ Yes	☐ No	**If yes, please complete a separate Special Event Liquor License.** Liquor licenses require Marana Town Council and Arizona Liquor Department approval. Submit the application at least **30 days prior** to the event.
Consumption of beer/wine?	☑ Yes	☐ No	**If yes, please complete section below and attach a copy of current driver's license.**

☐ Crossroads at Silverbell District Park	☐ Ora Mae Harn District Park	☐ Heritage Farm Park

SECTION C- TRAFFIC CONTROL

A Traffic Control Plan must indicate vehicle/pedestrian traffic control, detour routes and directional signs, the time periods of the closure for any street, sidewalk, alley, right-of-way, parking lots of other public access area. Notice of the closure must be posted 72 hours prior to event with appropriate Uniform Traffic Control Devices. **Attach a map of the route or area and Traffic Control Plan by Certified Barricade Company ADOT Permit (with 60 days advanced notice) may be required on certain streets. IE: I-10 Frontage Road**

Will barricades be set up and removed from Town streets?	☐ Yes	☑ No	Set-up time:	Removal time:
Barricade Company:			Company Phone:	

SECTION D- FACILITY USE

Park Name: NA

☐ Small Ramada *(circle ramada number)* (#1) (#2) (#3) (#4) (#5)		☐ Large Ramada *(circle ramada number)* (#1) (#2) (#3) (#4) (#5)	
☐ Pavilion	☐ Group Ramada	☐ Multipurpose *(circle field number)* (#1) (#2)	
☐ Baseball *(circle field number)* (#1) (#2) (#3) (#4)	☐ Softball *(circle field number)* (#1) (#3) (#4) (#5)	Other:	

SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT

Applicant shall indemnify, defend, save and hold harmless the Town of Marana and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising out of or resulting from the event. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is the agent of the organization, is acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgment on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgment, agrees that he/she shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this Agreement and Acknowledgment. By signing below, Applicant acknowledges that he/she has read and agrees to abide by all the terms, conditions, rules and regulations outlined in Chapter 10-6 of the Marana Town Code, including the requirements to provide a certificate of insurance and an additional insured endorsement evidencing insurance in the amounts and types determined by the Town and naming the Town of Marana as additional insured, if the event is being held on Town property. The Town's issuance of a special event permit shall constitute a written agreement or contract between the Town and Applicant for purposes of insurance requirements. Applicant further acknowledges that depending upon the nature and location of Applicant's special event, additional permits may be required.

PERMIT HOLDER INITIALS RA

CHILDREN AMUSEMENTS TERMS AND CONDITIONS

Jumping Castles/inflatables/children amusements must be provided by vendors approved by the Town of Marana. No personally-owned jumping castles/inflatables are permitted in Town parks. Town of Marana Parks and Recreation will provide a list of approved vendors upon request.
I will be having a jumping castle/inflatable/children amusements and I acknowledge and understand that I must use only Town-approved jumping castle/inflatable/children amusements vendors.

PERMIT HOLDER INITIALS RA

PARK USAGE TERMS AND CONDITIONS

Cancellation or modification to permit must be made 4 days in advance or permit holder forfeits all applied fees. An Administrative Fee of $13.00 will be applied for ALL refunds or cancellations. Permit holders must produce their copy of any permit upon request by park personnel. Applicants must be at least 18 years of age. Fees for facility use are non-refundable in the event of non-use, rain or shorter duration. Tents and canopies must be weighted down and secured. Sandbags and/or water barrels may be used. Staking is permitted only in approved areas. The use of Kiddie Trains, waterslides, pools, and hooved animals is prohibited in Town parks. Permit holders must pay the Town within ten days from the date of use of the facilities for any and all loss, breakage or need for repair of any piece of furniture, equipment or portion of facility. The burden of proof shall be upon the permit holder to prove that any damage was not caused by the permit holder or his/her organization. The Parks and Recreation Department reserves the right to cancel any reservation prior to scheduled use due to unforeseen Town of Marana conflicts, in which case the permit holder will be notified in advance and all pre-paid fees refunded. The Town reserves the right to revoke the right to use the facilities at any time, including during an event if there is a danger of injury or damage to person(s) or property. The permitted use of the facilities by a user does not, in any way, constitute an endorsement by the Town of Marana of the user's policies or beliefs. Permit holders must abide by all terms and conditions outlined herein, as well as all Town of Marana Parks and Recreation Regulations, as set forth in Chapter 13-1 of the Marana Town Code.

PERMIT HOLDER INITIALS RA

Signature of Applicant: [signature] **Date:** 2/18/16

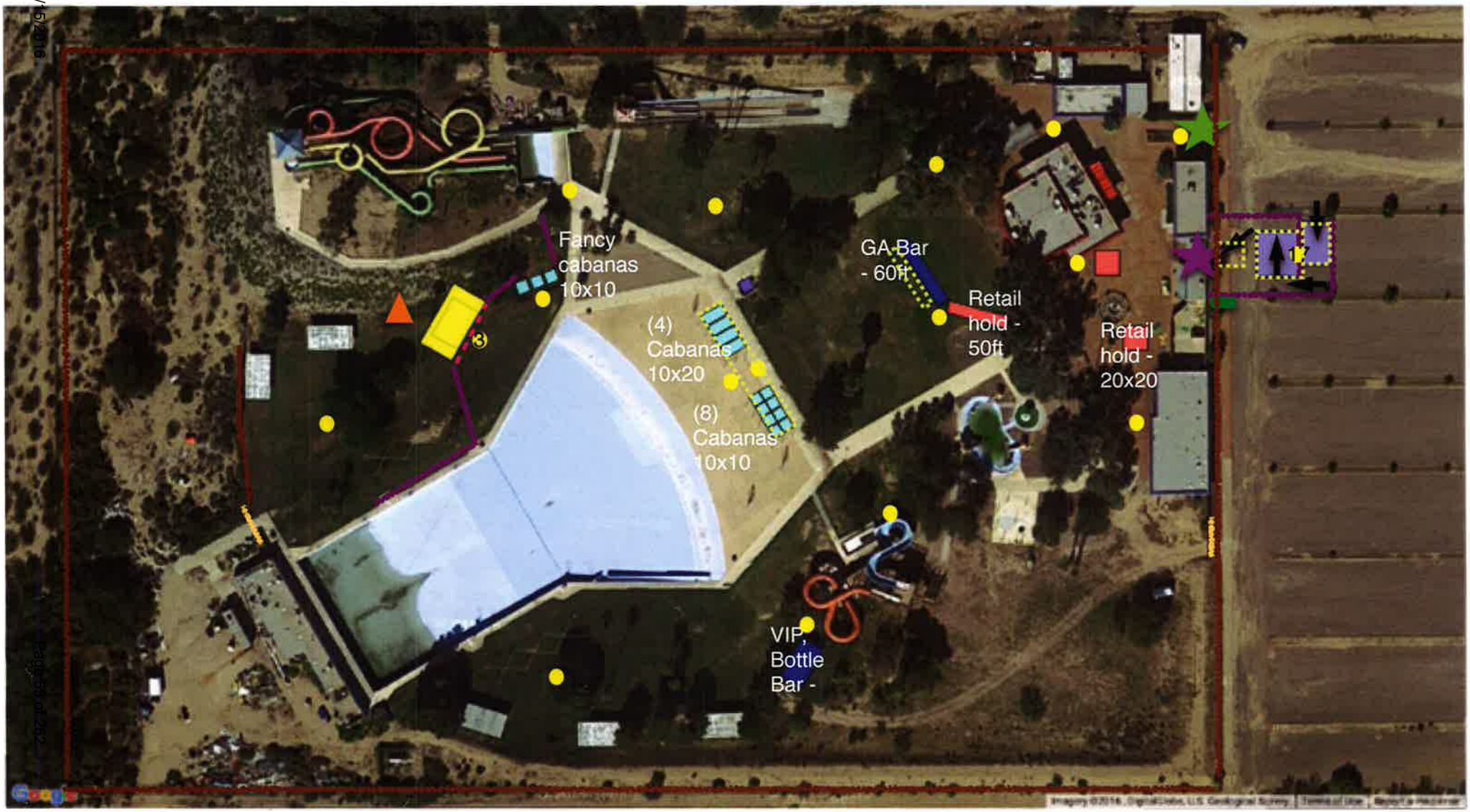
Wet Pool Party
April 9 2016
Breakers - Tucson, AZ

v2

- 6ft Chain Link w/ scrim
- Emergency Exit
- Concert Barricade
- Bike Rack Area
- Staff Gate
- Existing Venue Fence
- Public Entrance/Exit
- Public Exit
- Light Towers
- T-shirt Security Areas

Entrance Info:
ID: 5 Rows GA, 1 Row VIP
Pat Down: 10 Rows M/F, 1 Rows VIP
Scan: 5 Rows GA, 1 Row VIP

Updated: 2/25/16 - kg



Council-Regular Meeting **B1**

Meeting Date: 03/15/2016

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: March 15, 2016

Strategic Plan Focus Area:
Community

Subject: Relating to Boards, Commissions and Committees; selecting three potential topics for the Spring 2016 Marana Citizens' Forum (Jocelyn C. Bronson)

Discussion:

The Spring 2016 Marana Citizens' Forum session is scheduled to begin soon and a Forum topic must be selected. Potential Forum topics may be submitted by the Forum delegates, Councilmembers, and Town staff. The Council will consider potential topics, and each Councilmember will be asked at a meeting to identify his or her top three preferences which will then be tallied to arrive at the top three topics. Town staff will prepare a brief background report for each of the Council-approved topics to provide context for the topics, and the topics and background reports will be presented to the Forum at the orientation meeting. A topic will be selected by a vote of the Forum. Topics not selected will be returned to the topic list, if applicable.

The suggested Spring 2016 topics to date include:
1. Community Engagement
2. Senior Citizen Activity Programs
3. Voter Outreach
4. Development Services Process Improvement Initiative
5. Parks and Recreation Special Events Policy
6. A+ Education

At tonight's meeting, each Councilmember will be asked to select his or her top three choices; Councilmember votes will then be tallied, and the top three topics will be presented to the Forum to select a single topic. Staff will present the three approved topics to the Forum delegates at the March 16, 2016 orientation meeting, and the delegates will select their topic for deliberation

during the Spring 2016 session. The Topic Voting Matrix is attached.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

No motion is necessary. Pursuant to the procedure adopted by Council on November 18, 2014, after tallying the Councilmembers' topic selections, staff will forward the top three topics to the Forum for the Spring 2016 session.

Attachments

Forum Voting Matrix

Council, please select no more than your top 3 topic preferences for the Citizens' Forum, in no particular order.

Topic	Selection
1. **Community Engagement –** How can we engage more people in key Community Development activities including volunteerism, neighborhood meetings, public forums, etc.? Develop a method of outreach or policy to do so.	
2. **Get Out the Vote! –** Create an outreach program to educate voters on key and important issues, as well as to increase voter turnout.	
3. **Senior Citizen Activity Programs –** Identify senior citizen activity programs in the Town, and identify ways in which we can stimulate more and diverse activities for the people that use them.	
4. **Parks and Rec Special Events Policy –** Engage w/ Parks and Rec to identify necessary and key elements of a Special Events Policy specifically for the department.	
5. **Development Services Process Improvement Initiative –** Marana's economy is largely dependent on new growth and development. Developers and builders depend on efficient processes for land entitlement and permitting. What opportunities can the Forum identify in order to increase efficiencies for Development Services in the Town?	
6. **A+ Education –** What are we doing to have A+ schools in Marana? What can the Town do to support efforts to attract and retain qualified teachers and programs as a long-term investment for our children and our community?	

Council-Regular Meeting **A1**

Meeting Date: 03/15/2016

To: Mayor and Council

From: Brian Varney, Planner II

Date: March 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Resolution No. 2016-029: Relating to Development; approving a conditional use permit to allow the development of a new wireless communication facility at the Continental Reserve Park, 8568 North Continental Reserve Loop (Brian Varney)

Discussion:

Summary of Application
T-Mobile West, LLC, represented by Reliant Land Services, is requesting approval of a conditional use permit to develop a new wireless communication facility at the Town-owned Continental Reserve Park in order to enhance T-Mobile voice and data coverage in the Marana area. The Town Council entered into an Option and Wireless Communications Facility Lease Agreement with T-Mobile West LLC on September 1, 2015 to establish an option and agreement to lease approximately 256 square feet of land at the park for use as a wireless communication facility. This agreement is included in the backup materials for this report.

Pursuant to Title 23 of the Marana Land Development code, a conditional use permit is required for the development of a wireless communication facility that includes the construction of a new tower. Title 23 stipulates that approval of an application for a conditional use permit must be obtained from both the Marana Planning Commission and the Town Council.

Proposed Land Use
The proposed wireless communication facility will consist of the construction of a new antenna tower, at a height of 70 feet, as well as the associated ground enclosure containing the equipment cabinets and other appurtenances necessary for the operation of the site. The antenna tower will be constructed as a simulated palm tree or 'monopalm' with an artificial bark and foliage to conceal the tower and antenna array. The tower will be structurally designed to

accommodate a future collocation in the event that another carrier expresses an interest in locating at the site. The 256 square foot (16' x 16') lease area will be enclosed with a CMU block wall designed to match the adjacent wall structure enclosing the Town's water reservoir facility. The ground enclosure will be located on the south side of the water reservoir facility, thus, precluding visibility from Silverbell Road. The project will include the planting of two live palm trees, each at a height of approximately 25-30 feet, in the park area just outside of the enclosure to provide realistic context to the site. The proposed trees typically reach a height of 50 - 60 feet at maturity.

Existing Adjacent Land Uses - Neighborhood Impact
The Continental Reserve Park and water reservoir occupy approximately 10 acres. The wireless communication facility is proposed to be located in the northeast portion of the park adjacent to the south boundary of the existing water reservoir facility. The antenna tower is proposed to be setback approximately 125 feet from the east property boundary, 180 feet from the north boundary, 525 feet from the west property boundary, and 520 feet from the south property boundary. The land uses adjacent to the park site are: single-family residential to the west; public (elementary school) and natural open space to the south; commercial to the north; and commercial and natural open space to the east.

Public Participation
Reliant Land Services notified, by U.S. Mail, all property owners within 400 feet of the subject property that a conditional use permit application had been filed with the Town, and invited those property owners to a neighborhood meeting held at the Wheeler Taft Abbett Sr. library on January 5, 2016. The meeting was attended by two property owners of the roughly 30 properties notified. The residents in attendance expressed concerns about the potential health effects of the site. The applicant informed the property owners that the proposed facility will operate well within the emittance standards established by the Federal Communication Commission (FCC). Additionally, the property owners expressed that they were pleased that the antenna would be camouflaged as a palm tree.

Public Notice
The public hearing for this request was appropriately noticed in the The Daily Territorial. Notice was also mailed to all owners of property within 300 feet of the subject property informing them of the request as well as the date and time of the public hearing. As of the date of this report, staff has not received any correspondence or telephone calls regarding the proposed use.

Recommended Findings of Fact
Staff finds that the proposed use is consistent with the intent of Title 23 of the Marana Land Development Code, the Town of Marana General Plan, and complies with the requirements of a conditional use permit. Staff recommends approval based upon the recommended findings of fact.

1. The applicant has demonstrated that the proposed use and location is appropriate and complies with the intent of Title 23 of the Land Development Code.
2. The proposed use does not appear to be detrimental to the immediate area or to health, safety, and general welfare of the inhabitants of the area or the Town of Marana.
3. The proposed use will not adversely affect the orderly development of property within the

Town.

4. The proposed use will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the Town or Marana.
5. The proposed use is consistent with the objectives, policies, general land uses and programs specified in the General Plan.
6. The proposed use will not create a nuisance or enforcement problem within the neighborhood.
7. The proposed use is allowable within this zoning designation subject to the approval of a conditional use permit and will not encourage marginal development within the neighborhood.
8. The proposed use will not create demand for public services with the Town beyond that of the ability of the Town to meet in the light of taxation and spending restraints imposed by law.
9. The proposed use does not conflict with the Town's approved funding priorities.
10. The proposed site is adequate in size and shape to accommodate the intended use, and all requirements for the zoning district, including, but not limited to, setbacks, walls, landscaping and buffer yards.

Case Analysis
Review Criteria:

1. Ability to comply with Findings 1 through 10 of Title 10 - Procedures, of the Town of Marana Land Development Code, Section 10.10.D.

Staff finds that the proposed development complies with Findings 1 through 10 that apply to conditional use permits.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$1,500 per month

The lease includes a $1,500 per month lease fee, upon commencement, which would increase by three percent (3%) on the firs anniversary date and every anniversary thereafter.

Staff Recommendation:
Staff recommends **approval** of the conditional use permit **with the following conditions**:

1. Compliance with all applicable provisions of the Town of Marana codes and ordinances current at the time of development including, but not limited to, Title 23 of the Marana Land Development Code and Marana Resolution No. 2015-095 (Option and Wireless Communications Facility Lease Agreement);
2. The applicant or designated representative shall obtain all required building permits prior to development of the wireless communication facility;
3. The applicant shall submit a written statement from the Federal

Communications Commission (FCC) and the Federal Aviation Administration (FAA) that the proposed tower and its communications use by the applicant complies with applicable regulations administered by those agencies or that the tower is exempt from those regulations;

4. The applicant is required to plant two live palm trees, similar in appearance to the 'monopalm', adjacent to the lease area. The applicant will be responsible for the construction of the necessary irrigation infrastructure, under the supervision of the Town of Marana Parks and Recreation Department, to provide permanent irrigation to the trees. The applicant shall provide the Town with written certification from a qualified arborist (or equivalent professional) that the trees are in good health and condition when planted, and shall provide a one-year guarantee for survival of the trees. The cost associated with the replacement of the trees, if necessary, shall be borne by the applicant if one (or both) of the trees does not survive within the first 12 months. The Town will assume responsibility for replacement or removal, at its discretion, after the first 12 months. The Town will assume responsibility for watering and maintenance of the trees once the final building inspection for the facility has been approved;
5. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation, or relieves the applicant from responsibility to ensure compliance with all applicable federal and state laws and regulations including, but not limited to, the Endangered Species Act and the Clean Water Act. Appropriate experts should be consulted to determine any action necessary to assure compliance with applicable laws and regulations;

Planning Commission Recommendation:
The Marana Planning Commission held a public hearing on February 24, 2016 and voted unanimously (7-0) to approve, and to recommend that the Mayor and Council approve, the conditional use permit.

Suggested Motion:
I move to adopt Resolution 2016-029, approving a conditional use permit to allow the development of a new wireless communication facility at Continental Reserve Park, 8568 North Continental Reserve Loop subject to the conditions recommended by staff.

Attachments

Resolution 2016-029 Continental Reserve Park Wireless Facility
Application
Location Map
Project Narrative
Plan Set
Communication Facility Plan
Option and Lease Agreement

MARANA RESOLUTION NO. 2016-029

RELATING TO DEVELOPMENT; APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE DEVELOPMENT OF A NEW WIRELESS COMMUNICATION FACILITY AT CONTINENTAL RESERVE PARK, 8568 NORTH CONTINENTAL RESERVE LOOP

WHEREAS T-Mobile (the "Applicant") has applied to the Town of Marana for approval of a new wireless communication facility at Continental Reserve Park; and

WHEREAS, the subject site is a lease area consisting of 256 square feet of Town-owned property at Continental Reserve Park, and is zoned 'F'- Pima Farms Specific Plan; and

WHEREAS, the development of the site will include the construction of a new 70-foot tall antenna tower camouflaged as a palm tree (monopalm) as well as a block enclosure to contain the associated ground-mounted equipment cabinets and related appurtenances; and

WHEREAS the Marana Planning Commission considered the request for approval of the conditional use permit on February 24, 2016, and voted 7-0 to approve, and to recommend that the Mayor and Council approve, the conditional use permit; and

WHEREAS the Mayor and Council find that the best interests of Marana and its residents are served by approval of the conditional use permit.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the conditional use permit to allow the development of a new wireless communication facility at Continental Reserve Park is hereby approved subject to the following conditions:

1. The Applicant shall comply with all applicable provisions of the Town of Marana codes and ordinances including, but not limited to, Title 23 of the Marana Land Development Code and Marana Resolution No. 2015-095 (Option and Wireless Communications Facility Lease Agreement).
2. The Applicant shall obtain all required building permits prior to development of the wireless communication facility.
3. The Applicant shall submit a written statement from the Federal Communications Commission and the Federal Aviation Administration that the proposed tower and its communications use by the Applicant complies with applicable regulations administered by those agencies or that the tower is exempt from those regulations.
4. The Applicant shall plant two live palm trees, similar in appearance to the 'monopalm', adjacent to the lease area. The Applicant shall construct the necessary irrigation infrastructure, under the supervision of the Marana Parks and Recreation Department, to provide permanent irrigation to the trees. The Applicant shall provide the town with written certification from a qualified arborist (or equivalent professional) that the trees are in good

health and condition when planted, and shall provide a one-year guarantee for survival of the trees. The cost associated with the replacement of the trees, if necessary, shall be borne by the Applicant if one (or both) of the trees does not survive within the first 12 months. The Town will assume responsibility for replacement or removal, at its discretion, after the first 12 months. The Town will assume responsibility for watering and maintenance of the trees once the final building inspection for the facility has been approved.

5. No approval, permit, or authorization by the Town of Marana authorizes violation of any federal or state law or regulation, or relieves the Applicant from responsibility to ensure compliance with all applicable federal and state laws and regulations including, but not limited to, the Endangered Species Act and the Clean Water Act. Appropriate experts should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of March, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA
PLANNING

TOWN OF MARANA SUBMITTAL APPLICATION

Type of Application (Check One)

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

General Data Required

Project Name: T-Mobile, Rattlesnake Ridge WCF, PH12200A Parcel #(s): 221-21-118A

Description of Project: Wireless Communication Facility Monopalm Gross Area (Acres): 9.2

Project Address/Location: 8568 N. Continental Loop Rd.

Property Owner: Town of Marana Contact Person: Jane Fairall

Street Address: 11555 W. Civic Center Dr. Email: JFairall@maranaAZ.gov

City: Marana State: AZ Zip Code: 85653

Phone #: _____ Fax #: _____ Cell #: _____

Applicant: T-Mobile Contact Person: _____

Street Address: 2625 S. Plaza Dr #400 Email: _____

City: Tempe State: AZ Zip Code: 85282

Phone #: (602) 638-2600 Fax #: (480) 638-2583 Cell #: _____

Agent/Representative: Reliant Land Services Contact Person: Melissa Parker

Street Address: 7201 E. Camelback Rd Ste 310 Email: melissa.parker@rlsusa.com

City: 7201 E. Camelback Rd Ste 310 State: AZ Zip Code: 85251

Phone #: (602) 328-0275 Fax #: (602) 453-0050 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).**

Melissa Parker	Melissa Parker	12/23/2015
Print Name of Owner/Applicant	Signature	Date

Internal Use Only:
Project No. CUP1512-001 Date Received 12/30/15 Signature _____



N
W E
S

200m
700ft

111° 07' 16.289" 32° 21' 54.087" Scale 1:6,644

CUP1512-001: T-Mobile at Continental Reserve Park

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

MARANA

CONDITIONAL USE PERMIT NARRATIVE

T-Mobile Site – PH12200A Continental Reserve Park Property

8568 N. Continental Reserve Loop, Marana AZ 85743

Revised: January 28, 2016



Applicant
Reliant Land Services, Inc. for Verizon Wireless
7201 E. Camelback Road, Suite 310
Scottsdale, AZ 85251

Contacts

Zoning Specialist:
Heather Chadwick
480-275-1609
Heather.chadwick@rlsusa.com

Project Lead:
Melissa Parker
602-328-0275
Melissa.Parker@rlsusa.com

SUBMITTAL NO. 2
CUP1512-001

PUROSE OF REQUEST

T-Mobile Wireless Communications is proposing to construct a 70' tall Wireless Communications Facility monopalm in the Continental Reserve Park property. The property address is 8568 N. Continental Reserve Loop, in Marana, AZ and is owned by the Town of Marana. The purpose of this application is to request a Conditional Use Permit for the purpose of obtaining zoning and site plan approval of the new communications tower. Parcel Number 221-21-118A is approximately 9.23 acres in size.

DESCRIPTION OF PROPOSAL

T-Mobile respectfully requests approval to install the 70' tall Wireless Communications Facility. As depicted on the Site Plan and Elevations, the monopalm will be in the east side of the site, immediately adjacent to, and south of, the water tank perimeter wall. The equipment compound is interior to the site and won't be easily seen from the exterior because of the location, but a solid screen wall will be used for the equipment yard security. Any and all Security Lighting for the on-ground facility will be down shielded to keep light within the boundaries of the site. Similar block to the existing Water Tank wall will be used. The immediate site location is currently not landscaped. After discussion with Town staff, we propose to plant two palm trees approximately 25 – 30 feet height adjacent to the ground compound, that the Parks Department has indicated they would water and maintain. This proposal as a monopalm stealth facility will structurally allow additional collocation in the future. No other carrier is known to have interest at this time. Exhibit A (Photo simulation), will provide you with a visual depiction of the proposed monopalm.

RELATIONSHIP TO SURROUNDING PROPERTIES

The land uses surrounding the parcel are as follows:

North: Town of Marana Water Tank
South: Park and Rattlesnake Ridge Elementary School
East and West: Park on both sides with natural area open space drainage further to the east.

The subject site is a 9.23 acre park with a pair of ballfields, tennis, basketball, restroom building and playground area. To the west, the open space along N. Continental Loop Road has mature vegetation that provides an excellent buffer for the residences to the west. The tower location provides over 760' distance to the west from the nearest residence, approximately 625' to the north across Silverbell Road, with about 1500' to the east and over 1000' to the south, past the elementary school property. Tall power lines traverse the common property line between the elementary school and park, running east-west. Neighborhood commercial including retail and office, along with a restaurant exist along the Silverbell Road frontage further east of the drainage/open space.

LOCATION AND ACCESSIBILITY

The 9.23 acre park site is located to the south of Silverbell Road. The proposed WCF is located to the south of commercial properties facing Silverbell, and located on the south side of the water tank site. Existing gravel roads for access to the water tank site that will also serve as access to this site. Direct access to the park site is on Continental Reserve Loop.

SUPPLEMENTAL DISCUSSION

A current map of all existing antenna facilities within the south end of the Town of Marana is shown on Exhibit B (Existing Antenna Facilities). There is one 65 foot monopole along Wade Rd. behind the Northwest Fire District Station No. 34. This monopole is known to be operated by Verizon Wireless and approximately 3,205 feet away from the proposed site. Currently, coverage along Twin Peaks Road and West of Silverbell Rd. is lacking and by placing this proposed monopalm at this site it will provide necessary cell service to citizens around Silverbell Road and Twin Peaks Blvd, as depicted on Exhibit C (Existing and Proposed Coverage Maps). If T-Mobile was to collocate at the site behind the Fire Station it would greatly diminish the coverage that is intended for this proposed site. T-Mobile's RF engineers have given a ½ mile search ring around this proposed site. The search ring is this size because the proposed location will be best optimized with a smaller search area and therefore will serve the community in the best possible way. T-Mobile has a future plan for the Town of Marana. Currently, they have 4 existing cell site and 2 future/proposed cell sites. One future/proposed cell site has recently been approved which is directly next to the Towns Civic Center along Barnett Rd. The other 4 existing facilities are south of Avra Valley Rd. One is a top Rattlesnake Ridge and the other three are East of I-10.

CIRCULATION SYSTEM

The existing park and water tank site has vehicular access to the site. No significant changes are requested or required for this addition to an existing park and utility property. A graveled entry road will be extended to the WCF site, and a dustproofed technician parking will be marked on the plans. The WCF is an unmanned facility and will generate only the occasional technician trips, typically once per month. No public funds will be used for construction or maintenance of this facility.

DEVELOPMENT SCHEDULE

The WCF Tower will be scheduled for completion as soon as all necessary approvals are obtained, and construction is expected to take approximately 60 days.

COMMUNITY FACILITIES AND SERVICES

This site is located in the Marana Unified School District, but as this is an uninhabited facility, no school impact is created. Installation of this monopalm will fill a current gap in service in this area and will help provide better customer call completion, emergency communications, and 911 First Responders service calls.

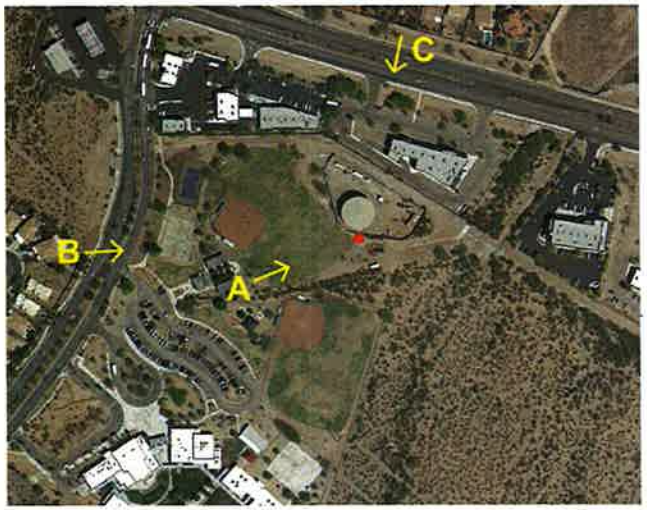
PUBLIC UTILITIES AND SERVICES

Water – N/A, Sewer – N/A
Fire Protection – Marana Fire Department
Police Protection – Marana Police Department
Electric – TEP
Natural Gas – N/A
Refuse Collection – N/A, Technician to remove any generated trash.
Telephone – Qwest
Cable Television – Cox Communications
Public Schools – Marana Unified Schools – No effect.

SUMMARY

The construction of this facility will help all types of wireless communication in the region, filling a gap in service. We respectfully request approval of the Conditional Use Permit and site plan for T-Mobile.

Exhibit A



PHOTOSIMULATION VIEWPOINT



EXISTING VIEW "A"



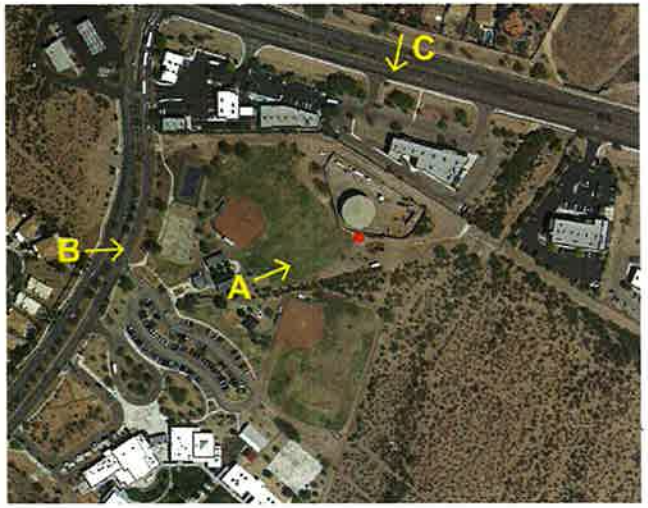
PROPOSED VIEW "A"

SITE INFORMATION

PROJECT NUMBER:	PH12200A
PROJECT NAME:	RATTLESNAKE RIDGE
PROJECT ADDRESS:	8568 N CONTINENTAL RESERVE LOOP TUCSON, AZ 85743

RLS
RELIANT LAND SERVICES
7201 E CAMELBACK RD, SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH (672) 453-0050 FAX (602) 453-0002

T··Mobile·
2625 S. PLAZA DR., #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582



PHOTOSIMULATION VIEWPOINT



EXISTING VIEW "B"



PROPOSED VIEW "B"

SITE INFORMATION

PROJECT NUMBER: PH12200A
PROJECT NAME: RATTLESNAKE RIDGE
PROJECT ADDRESS: 8568 N CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

RLS
RELIANT LAND SERVICES
7201 E. CAMELBACK RD. SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH (480) 483-0050 FAX (480) 483-0902

T · · Mobile ·
2625 S. PLAZA DR., #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582



PHOTOSIMULATION VIEWPOINT



EXISTING VIEW "C"



PROPOSED VIEW "C"

SITE INFORMATION

PROJECT NUMBER: PH12200A
PROJECT NAME: RATTLESNAKE RIDGE
PROJECT ADDRESS: 8568 N CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

RLS
RELIANT LAND SERVICES

T-Mobile

2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

Exhibit B

Existing Antenna Facilities

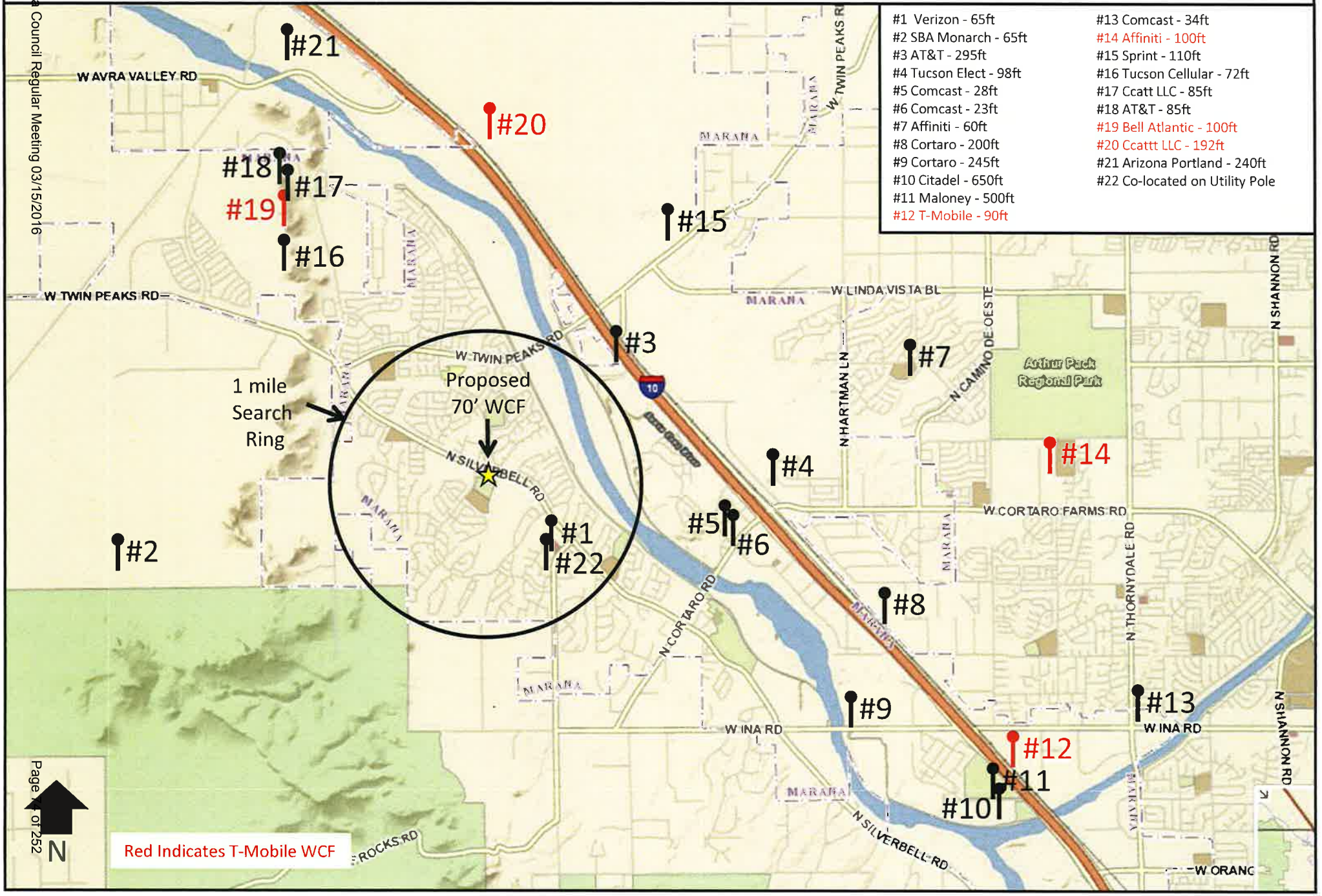
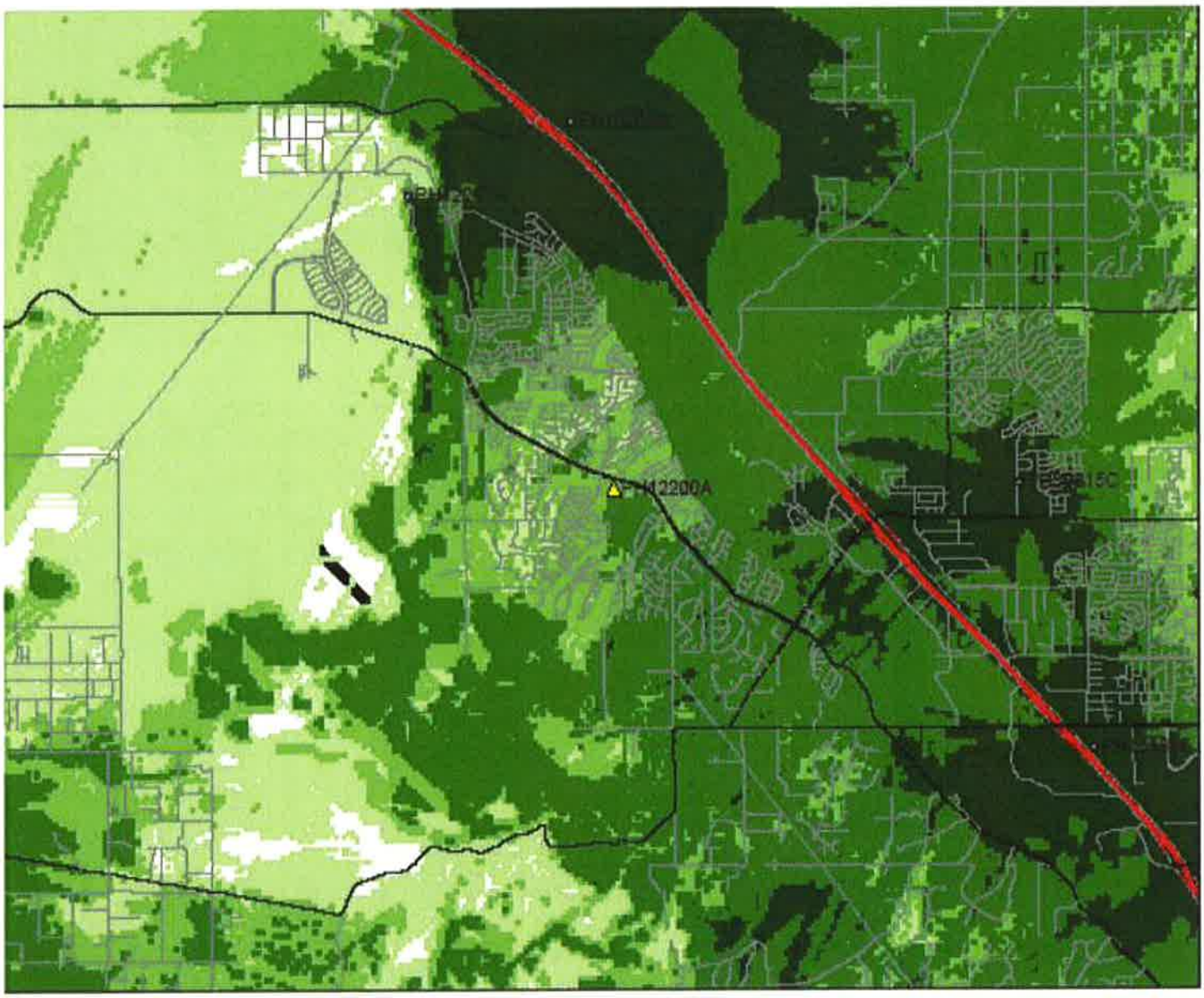


Exhibit C

Before Coverage Map



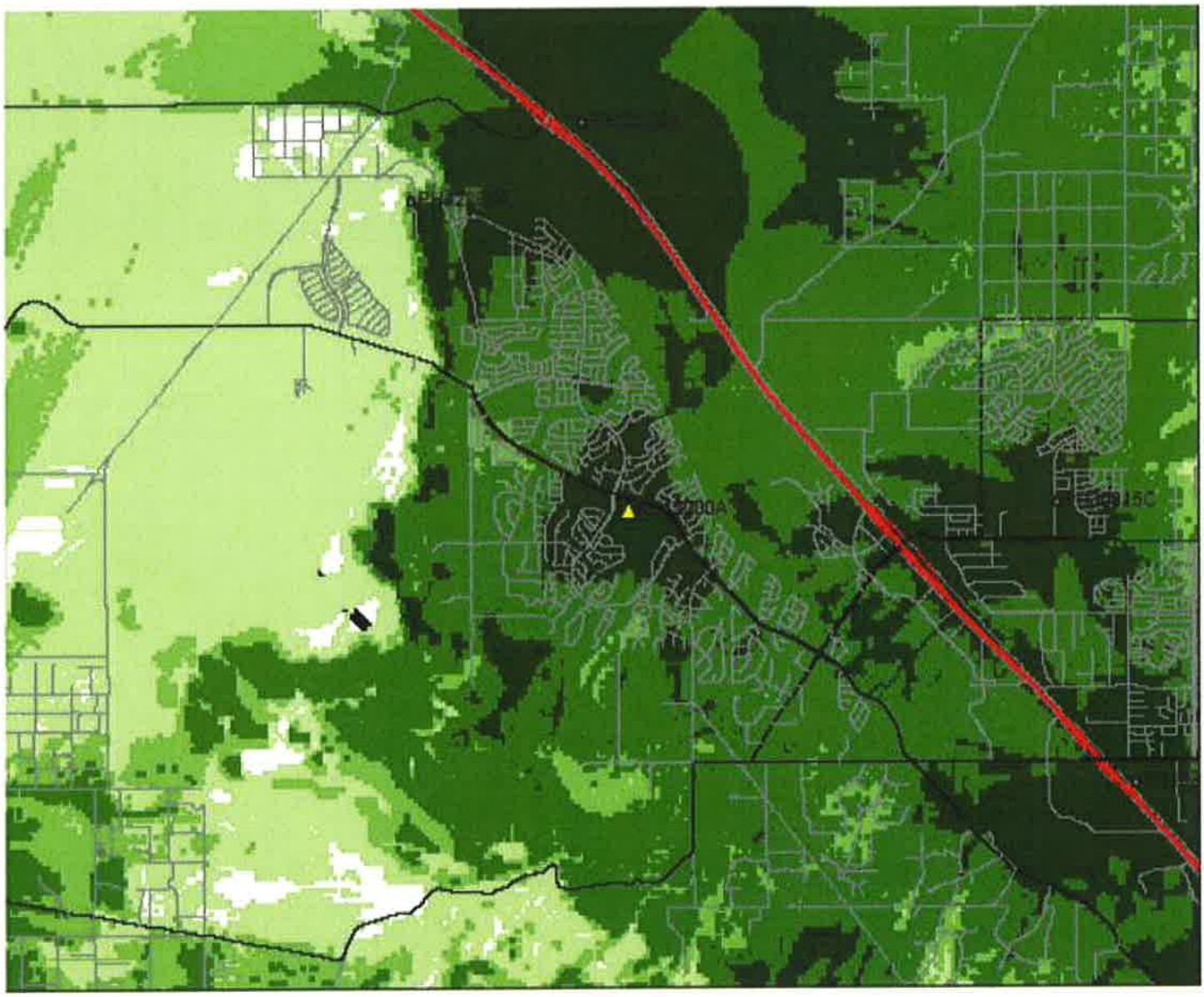
PX_TMO sites

- TMO On-Air Macro
- PX_TMO_Infill_NSB
- Co-location Possibility

PX_UMTS Coverage (dBm)

- -84 to 0 (7)
- -90 to -84 (2)
- -98 to -90 (1)
- -105 to -98 (2)

After Coverage Map



PX_TMO sites

- TMO On-Air Macro
- PX_TMO_Infill_NSB
- Co-location Possibility

PX_UMTS Coverage (dBm)

- -84 to 0 (7)
- -90 to -84 (2)
- -98 to -90 (1)
- -105 to -98 (2)

T··Mobile®

SITE NUMBER:	**PH12200A**	**CITY:**	**TUCSON**
SITE NAME:	**RATTLESNAKE RIDGE**	**COUNTY:**	**PIMA**
SITE TYPE:	**MONOPALM**	**JURISDICTION:**	**TOWN OF MARANA**

PROJECT SUMMARY:

SITE ADDRESS:
8568 N CONTINENTAL
RESERVE LOOP
TUCSON, AZ 85743

PROPERTY OWNER:
CITY OF MARANA

GEOGRAPHIC COORDINATES:
LATITUDE: 32° 21' 43.8006" N
32.362167
LONGITUDE: -111° 07' 17.601" W
-111.121556

APPLICANT:
T-MOBILE USA
2625 S. PLAZA DR. #400
TEMPE, AZ 85282
PHONE: (602) 638-2600
FAX: (480) 638-2582

BUILDING SUMMARY:

OCCUPANCY CLASSIFICATION:	UNMANNED "U" TELECOMMUNICATION FACILITY
ZONING:	PRK
ASSESSORS PARCEL NUMBER:	221-21-118A
LEASE AREA:	16'-0" X 16'-0"

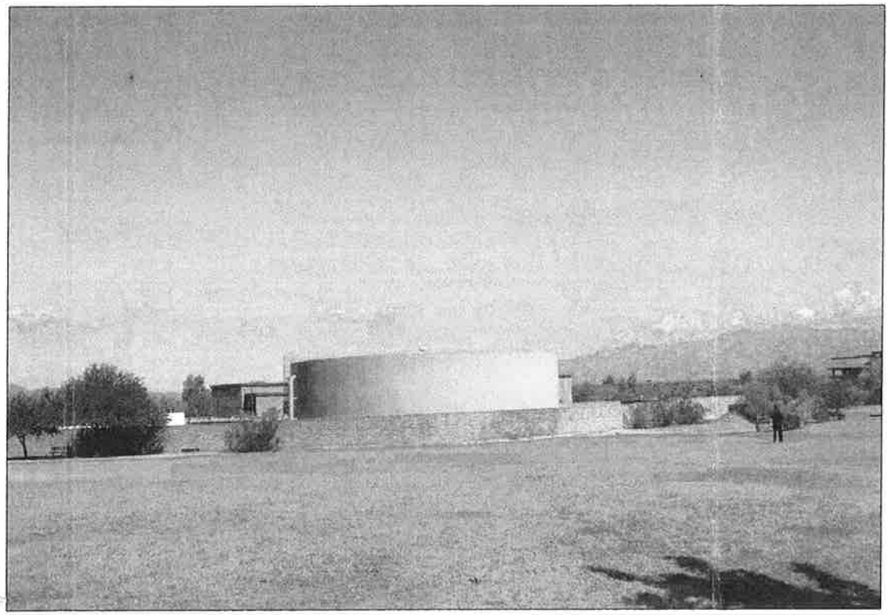
SHEET INDEX:

SHEET NUMBER:	DESCRIPTION:
T-1	TITLE SHEET
T-2	GENERAL NOTES, LEGEND & ABBREVIATIONS
LS-1	OVERALL SITE SURVEY
LS-2	SURVEY DETAIL
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN , ANTENNA LAYOUT & EQUIPMENT LAYOUT
A-3	ELEVATIONS
L-1	LANDSCAPE

PROJECT DESCRIPTION :

- (N) (6) ANTENNAS
- (N) (5) REMOTE RADIO UNITS (RRU)
- (N) (1) CABLE DISTRIBUTION BOX (COVP)

- (N) 70'-0" HIGH MONOPALM
- (N) 16'-0" X 16'-0" CMU WALL FENCED EQUIPMENT AREA
- (N) (2) CABLE DISTRIBUTION BOX (COVP)
- (N) (2) EQUIPMENT CABINETS (PURCEL & STACK)
- (N) (1) POWER/TELCO CABINET (PPC)
- (N) (1) FIBER DISTRIBUTION CABINET (NEMA)
- (N) (1) ELECTRICAL METER AND DISCONNECT
- (N) (1) 8'-0" HIGH ICE BRIDGE



CONSULTING TEAM:

SAC/ZONING/PERMITTING:

RELIANT LAND SERVICES, INC.
7201 E. CAMELBACK RD, SUITE 310
SCOTTSDALE, AZ 85251
PHONE: (602) 453-0050
FAX: (602) 453-0002

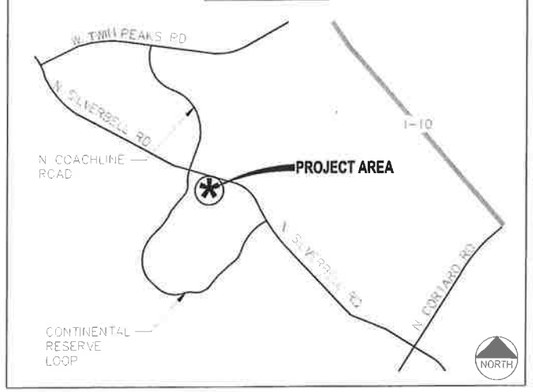
MELISSA PARKER
(602) 328-0275
EMAIL: MELISSA.PARKER@RLSUSA.COM

ARCHITECTURAL & ENGINEERING:

RELIANT LAND SERVICES, INC.
7201 E. CAMELBACK RD, SUITE 310
SCOTTSDALE, AZ 85251
PHONE: (602) 453-0050
FAX: (602) 453-0002

TATIANA JONES
(714) 351-8473
EMAIL: TATIANA.JONES@RLSUSA.COM

VICINITY MAP:



DIRECTIONS FROM T-MOBILE TEMPE, AZ OFFICE:

1. DEPART S PLAZA DR TOWARD W ALAMEDA DR
2. TURN LEFT ONTO S PRIEST DR
3. TURN LEFT ONTO W BROADWAY RD
4. TAKE RAMP LEFT FOR I-10 E / US-60 E
5. KEEP LEFT TO STAY ON I-10 E
6. AT EXIT 244, TAKE RAMP RIGHT FOR N CASA GRANDE HWY / N I-10 FRONTAGE RD TOWARD TWIN PEAKS RD
7. TURN RIGHT ONTO W TWIN PEAKS RD
8. TURN LEFT ONTO N SILVERBELL RD
9. TURN RIGHT ONTO N CONTINENTAL RESERVE LOOP
10. DESTINATION WILL BE ON THE LEFT

APPLICABLE CODES

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2012 INTERNATIONAL BUILDING CODE	2011 NATIONAL ELECTRICAL CODE
2012 INTERNATIONAL RESIDENTIAL CODE	2012 INTERNATIONAL FIRE CODE
2012 INTERNATIONAL MECHANICAL CODE	2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
2012 INTERNATIONAL PLUMBING CODE	
2012 INTERNATIONAL ENERGY CONSERVATION CODE	

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CONSULTING GROUP:

NO.	DATE	DESCRIPTION:	BY:
A	12/10/15	100% ZD	UC

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:



SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

SUBMITTAL NO. 1 CUP15-01

NOTE: ALL ABBREVIATIONS MAY NOT APPLY

A.B.	ANCHOR BOLT	GRND.	GROUND
ABV.	ABOVE	HDR.	HEADER
ACCA	ANTENNA CABLE COVER ASSEMBLY	HGR.	HANGER
ADD'L	ADDITIONAL	HT.	HEIGHT
A.F.F.	ABOVE FINISHED FLOOR	ICGB.	ISOLATED COPPER GROUND BUS
A.F.G.	ABOVE FINISHED GRADE	IN.(")	INCH(ES)
ALUM.	ALUMINUM	INT.	INTERIOR
ALT.	ALTERNATE	LB.(#)	POUND(S)
ANT.	ANTENNA	L.B.	LAG BOLTS
APPRX.	APPROXIMATE(LY)	L.F.	LINEAR FEET (FOOT)
ARCH.	ARCHITECT(URAL)	L.	LONG(ITUDINAL)
AWG.	AMERICAN WIRE GAUGE	MAS.	MASONRY
BLDG.	BUILDING	MAX.	MAXIMUM
BLK.	BLOCK	M.B.	MACHINE BOLT
BLKG.	BLOCKING	MECH.	MECHANICAL
BM.	BEAM	MFR.	MANUFACTURER
B.N.	BOUNDARY NAILING	MIN.	MINIMUM
BTCW.	BARE TINNED COPPER WIRE	MISC.	MISCELLANEOUS
B.O.F.	BOTTOM OF FOOTING	MTL.	METAL
B/U	BACK-UP CABINET	(N)	NEW
CAB.	CABINET	NO.(#)	NUMBER
CANT.	CANTILEVER(ED)	N.T.S.	NOT TO SCALE
C.I.P.	CAST IN PLACE	O.C.	ON CENTER
CLG.	CEILING	OPNG.	OPENING
CLR.	CLEAR	P/C	PRECAST CONCRETE
COL.	COLUMN	PCS	PERSONAL COMMUNICATION SERVICES
CONC.	CONCRETE	PLY.	PLYWOOD
CONN.	CONNECTION(OR)	PPC	POWER PROTECTION CABINET
CONST.	CONSTRUCTION	PRC	PRIMARY RADIO CABINET
CONT.	CONTINUOUS	P.S.F.	POUNDS PER SQUARE FOOT
d	PENNY (NAILS)	P.S.I.	POUNDS PER SQUARE INCH
DBL.	DOUBLE	P.T.	PRESSURE TREATED
DEPT.	DEPARTMENT	PWR.	POWER (CABINET)
D.F.	DOUGLAS FIR	QTY.	QUANTITY
DIA.	DIAMETER	RAD.(R)	RADIUS
DIAG.	DIAGONAL	REF.	REFERENCE
DIM.	DIMENSION	REINF.	REINFORCEMENT(ING)
DWG.	DRAWING(S)	REQ'D.	REQUIRED
DWL.	DOWEL(S)	RGS.	RIGID GALVANIZED STEEL
EA.	EACH	SCH.	SCHEDULE
EL.	ELEVATION	SHT.	SHEET
ELEC.	ELECTRICAL	SIM.	SIMILAR
ELEV.	ELEVATOR	SPEC.	SPECIFICATION(S)
EMT.	ELECTRICAL METALLIC TUBING	SQ.	SQUARE
E.N.	EDGE NAIL	S.S.	STAINLESS STEEL
ENG.	ENGINEER	STD.	STANDARD
EQ.	EQUAL	STL.	STEEL
EXP.	EXPANSION	STRUC.	STRUCTURAL
EXST.(E)	(E)	TEMP.	TEMPORARY
EXT.	EXTERIOR	THK.	THICK(NESS)
FAB.	FABRICATION(OR)	T.N.	TOE NAIL
F.F.	FINISH FLOOR	T.O.A.	TOP OF ANTENNA
F.G.	FINISH GRADE	T.O.C.	TOP OF CURB
FIN.	FINISH(ED)	T.O.F.	TOP OF FOUNDATION
FLR.	FLOOR	T.O.P.	TOP OF PLATE (PARAPET)
FDN.	FOUNDATION	T.O.S.	TOP OF STEEL
F.O.C.	FACE OF CONCRETE	T.O.W.	TOP OF WALL
F.O.M.	FACE OF MASONRY	TYP.	TYPICAL
F.O.S.	FACE OF STUD	U.G.	UNDER GROUND
F.O.W.	FACE OF WALL	U.L.	UNDERWRITERS LABORATORY
F.S.	FINISH SURFACE	U.N.O.	UNLESS NOTED OTHERWISE
FT.(')	FOOT(FEET)	V.I.F.	VERIFY IN FIELD
FTG.	FOOTING	W	WIDE(WIDTH)
G.	GROWTH (CABINET)	W/	WITH
GA.	GAUGE	WD.	WOOD
GI.	GALVANIZE(D)	W.P.	WEATHERPROOF
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	WT.	WEIGHT
GLB.(GLU-LAM)	GLUE LAMINATED BEAM	℄	CENTERLINE
GPS	GLOBAL POSITIONING SYSTEM	ℙ	PLATE

NOTE: ALL SYMBOLS MAY NOT APPLY

- NEW ANTENNA
- (E) ANTENNA
- GROUND ROD
- GROUND BUS BAR
- MECHANICAL GRND. CONN.
- CADWELD
- GROUND ACCESS WELL
- ELECTRIC BOX (E)
- TELEPHONE BOX (T)
- LIGHT POLE
- FND. MONUMENT
- SPOT ELEVATION
- SET POINT
- REVISION (1)
- GRID REFERENCE (X)
- DETAIL REFERENCE (X / X-X)
- ELEVATION REFERENCE (X / X-X)
- SECTION REFERENCE (X / X-X)

- GROUT OR PLASTER
- (E) BRICK
- (E) MASONRY
- CONCRETE
- EARTH
- GRAVEL
- PLYWOOD
- SAND
- WOOD CONTINUOUS
- WOOD BLOCKING
- STEEL
- CENTERLINE
- PROPERTY/LEASE LINE
- MATCH LINE
- WORK POINT
- G — G — GROUND CONDUCTOR
- T — T — TELEPHONE CONDUIT
- E — E — ELECTRICAL CONDUIT (POWER LINE)
- A — A — COAXIAL CABLE
- OVERHEAD SERVICE CONDUCTORS
- X — X — CHAIN LINK FENCING
- WROUGHT IRON FENCING

GENERAL CONSTRUCTION NOTES:

1. THE FACILITY IS AN UNOCCUPIED TELECOMMUNICATION FACILITY.
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT AND/OR ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
5. CONTRACTOR SHALL CONTACT USA ALERT BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
7. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
9. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS PER QUOTE PROPER SECTION OF ICC.
10. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 16 OF THE UBC REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.
12. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATION MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
13. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT (E) IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF T-MOBILE.
14. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
15. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING (SHEET LS1), SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT AND/OR ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT AND/OR ENGINEER.
16. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED AND/OR FLASHED AND MADE WATERTIGHT USING LIKE MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM ARCHITECT/ENGINEER, IF NECESSARY, BEFORE PROCEEDING.

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NO.	DATE:	DESCRIPTION:	BY:
A	12/10/15	100% ZD	UC

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:



SHEET TITLE:

GENERAL NOTES, LEGEND & ABBREVIATIONS

SHEET NUMBER:

T-2

SCHEDULE "B" NOTE

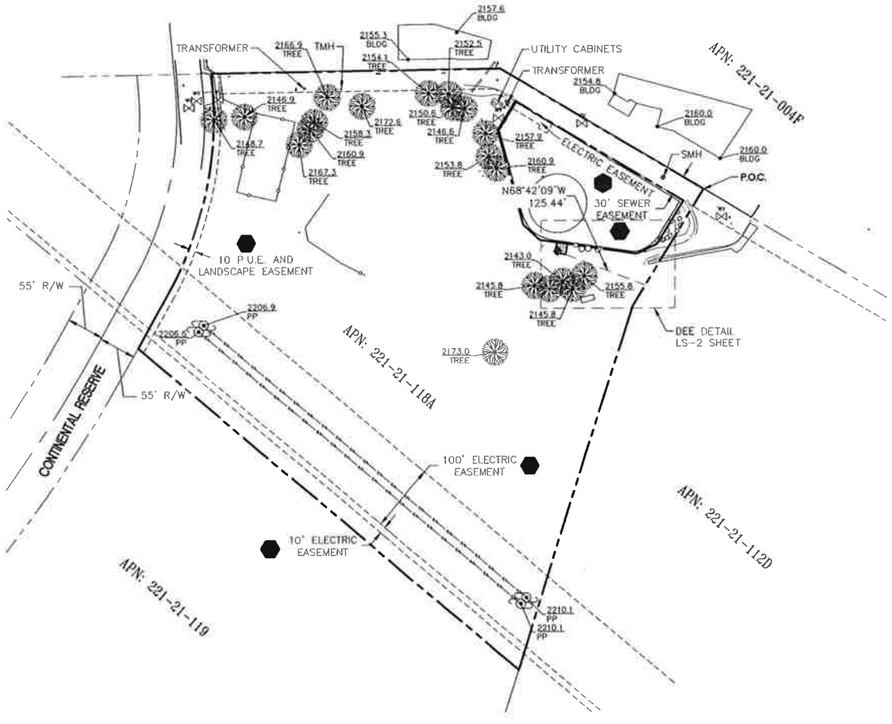
REFERENCE IS MADE TO THE TITLE REPORT ORDER #21404543, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED 11/03/2014. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED

NOTE: ITEM(S) #

3. EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS AS SET FORTH ON THE RECORDED PLAT OF SAID SUBDIVISION.
   PLOTTED
4. EASEMENT FOR POWER LINES, AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 60, PAGE 68.
   AFFECT INDETERMINATE-ILEGIBLE
5. EASEMENT FOR POWER LINES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 70, PAGE 577.
   PLOTTED
6. EASEMENT FOR POWER LINES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 556, PAGE 297.
   PLOTTED
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, INCLUDING BUT NOT LIMITED TO ANY RECITALS CREATING EASEMENTS, LIABILITIES, OBLIGATIONS OR PARTY WALLS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN CONTAINED IN INSTRUMENT RECORDED IN DOCKET 11238, PAGE 998;
   ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN DOCKET 11445, PAGE 1506;
   ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN DOCKET 11737, PAGES 1964 AND 1967;
   ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN DOCKET 11755, PAGE 2471;
   AMENDED AND RESTATED IN DOCKET 11755, PAGE 2475;
   DESIGNATION OF DEVELOPER OWNER RECORDED IN DOCKET 11761, PAGE 648;
   DESIGNATION OF DEVELOPER OWNER AND ASSIGNMENT RECORDED IN DOCKET 12252, PAGE 5967;
   NOTICE OF ASSOCIATION RECORDED IN DOCKET 12373, PAGE 2925;
   AMENDED AND RESTATED IN DOCKET 12469, PAGE 4910;
   ASSIGNMENT OF DEVELOPER'S RIGHTS IN DOCKET 13714, PAGE 4758.
   NO AFFECT-NOTHING TO PLOT
8. TERMS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS, LIABILITIES AND OBLIGATIONS AS SET FORTH IN TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISIONS OF WATER UTILITY SERVICES RECORDED IN DOCKET 11282, PAGE 231.
   NO AFFECT-NOTHING TO PLOT
9. EASEMENT FOR EQUESTRIAN RIGHT OF WAY AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 11445, PAGE 1513.
   NO AFFECT-NOT ON PARCEL.
11. UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT:
    MEMORANDUM OF GROUND LEASE
    LESSOR: CONTINENTAL RESERVE II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
    LESSEE: HB LAND DEVELOPMENT CO., AN ARIZONA CORPORATION
    RECORDED: JUNE 1, 2001 IN DOCKET 11561, PAGE 3524
    NOTE: CONTAINS AND OPTION TO PURCHASER
    AFFECT INDETERMINATE-DOCUMENT NOT PROVIDED
12. ANY PRIVATE RIGHTS OR EASEMENTS WITHIN THE ROAD, STREET OR ALLEY ABANDONED BY MARANA RESOLUTION 2001-93 RECORDED IN DOCKET 11614, PAGE 2299; SCRIVENER'S ERROR RECORDED IN DOCKET 11624, PAGE 3267.
    NO AFFECT-NOTHING TO PLOT
13. EASEMENT FOR ELECTRIC TRANSMISSION AND COMMUNICATION FACILITIES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 11673, PAGE 2788.
    PLOTTED
14. TERMS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHT, LIABILITIES AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT BETWEEN TOWN OF MARANA AND HB LAND DEVELOPMENT COMPANY RECORDED IN DOCKET 11648, PAGE 2340 AND RE- RECORDED IN DOCKET 11667, PAGE 2156
    NO AFFECT-NOT PLOTTABLE
19. EASEMENT FOR INGRESS, EGRESS AND WATER FACILITY AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT RECORDED IN DOCKET 12602, PAGE 2239.
    NO AFFECT-NOTHING TO PLOT
20. TERMS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS, LIABILITIES AND OBLIGATIONS AS SET FORTH IN TOWN OF MARANA DEVELOPMENT AGREEMENT RE: DEVELOPMENT IMPACT FEE CREDITS RECORDED IN DOCKET 12656, PAGE 2572
    NO AFFECT-NOTHING TO PLOT

SURVEYOR'S NOTES

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.



LESSOR'S LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID PARCEL BEING ALL OF BLOCK 5, CONTINENTAL RESERVE, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 35, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF COMMON AREA B, PER SAID PLAT;

THENCE ALONG THE LINE COMMON WITH BLOCK 5 AND COMMON AREA B, SOUTH 31 DEGREES 23 MINUTES 40 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 58 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 16.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, NORTH 58 DEGREES 36 MINUTES 08 SECONDS WEST, A DISTANCE OF 289.40 FEET;

THENCE SOUTH 31 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 14 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 145.50 FEET;
THENCE SOUTH 47 DEGREES 50 MINUTES 08 SECONDS EAST, A DISTANCE OF 33.50 FEET;
THENCE SOUTH 81 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 144.20 FEET;
THENCE NORTH 65 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.26 FEET;
THENCE NORTH 31 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 74.35 FEET TO THE TRUE POINT OF BEGINNING.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



DIRECTIONS TO SITE

FROM THE T-MOBILE OFFICES IN TEMPE, AZ HEAD NORTH ON S. PLAZA DR.; TURN RIGHT ON S. PRIEST DR.; TURN RIGHT ONTO W. BASELINE RD.; TURN LEFT TO MERGE ONTO I-10 E TOWARD TUCSON; MERGE ONTO I-10E; TAKE EXIT 244 TOWARD TWIN PEAKS ROAD; TURN RIGHT ONTO W. TWIN PEAKS RD.; TURN LEFT ON N. COACHLINE BLVD., CONTINUE ONTO CONTINENTAL RESERVE LOOP; THE DESTINATION WILL BE ON THE LEFT

SURVEY DATE

02/25/2015

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12A' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE 'SMARTNET' REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

FLOOD ZONE

THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #04019C1655L, DATED JUNE, 16, 2011.

52961
MATTHEW R FORD
EXPIRES 12/31/17

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REV	DATE	DESCRIPTION
0	02/27/15	SUBMITTAL
1	09/23/15	PCI/LOCATION

DRAWN BY: DRH
CHECKED BY: MF

PH122200A
RATTLESNAKE RIDGE PARK
8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

SHEET TITLE: OVERALL SITE

SHEET NUMBER: LS-1

LEASE AREA LEGAL DESCRIPTION

A PORTION OF BLOCK 5, CONTINENTAL RESERVE, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 35, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

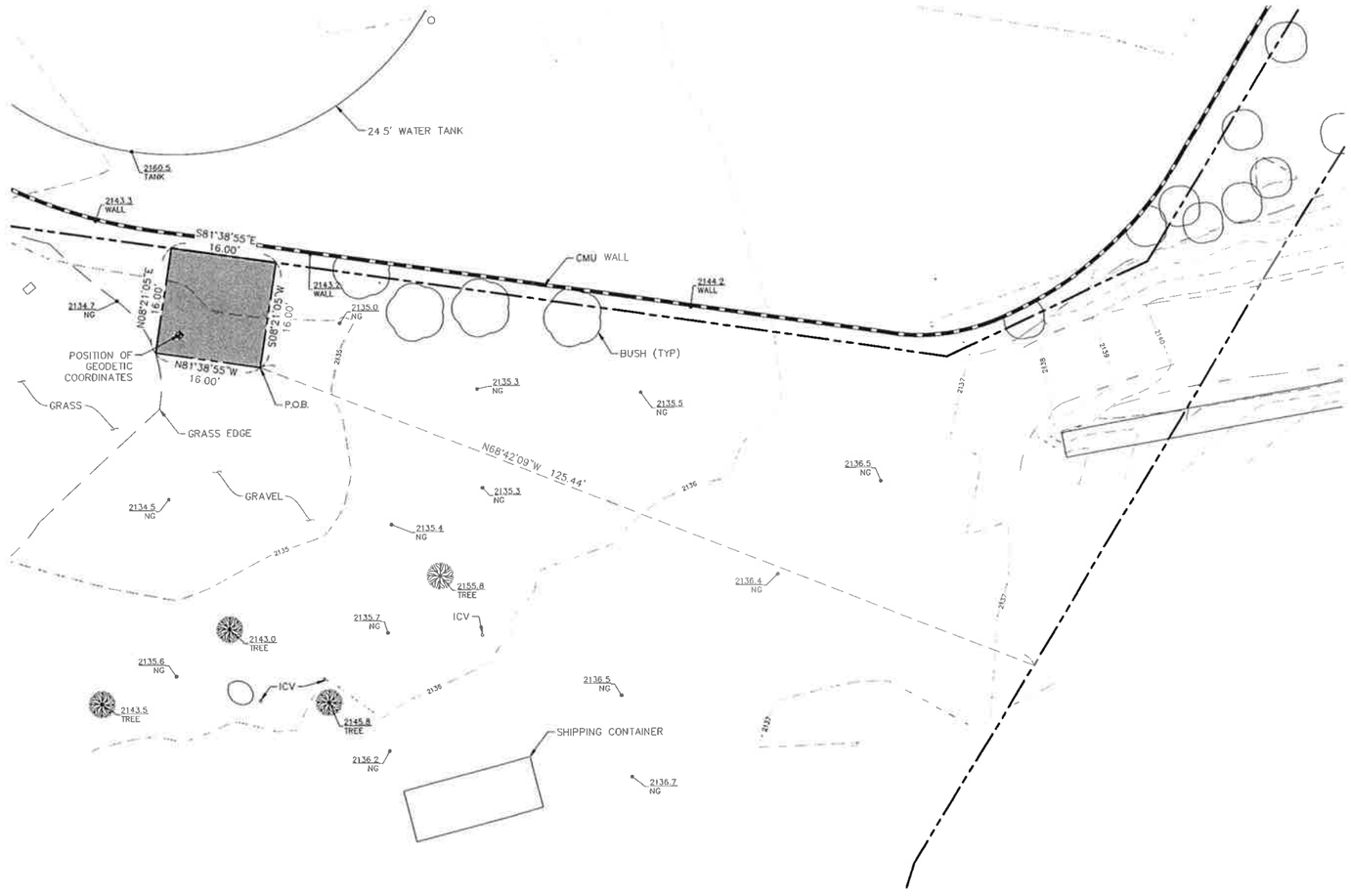
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 5;

THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 30° 51' 41" WEST, 165.16 FEET;
THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 68° 42' 09" WEST, 125.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 81° 38' 55" WEST, 16.00 FEET;
THENCE NORTH 08° 21' 05" EAST, 16.00 FEET TO A POINT ON THE BOUNDARY OF THE "REMAINDER PARCEL" AS SHOWN AND DESCRIBED IN DOCKET 12602, PAGE 2228, RECORDS OF SAID COUNTY;
THENCE ALONG SAID LINE, SOUTH 81° 38' 55" EAST, 16.00 FEET;
THENCE DEPARTING SAID LINE, SOUTH 08° 21' 05" WEST, 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 256 SQUARE FEET, MORE OR LESS

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.



LEGEND

CMU	CONCRETE MASONRY UNIT
CONC	EDGE OF CONCRETE
D/W	ACCESS DRIVEWAY
EDR	EDGE OF DIRT ROAD
EP	EDGE OF PAVEMENT
FC	FACE OF CURB
NG	NATURAL GRADE
R/W	RIGHT OF WAY
WALL	TOP OF WALL
ICV	IRRIGATION CONTROL VALVE
SMH	SEWER MANHOLE
TMH	TELCO MANHOLE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	TREES
	POWER POLE
	WATER CONTROL VALVE
	POSITION OF GEODETIC COORDINATES
XXX.X NG	SPOT ELEVATION
	CMU WALLS
	CHAIN LINK FENCE
	WROUGHT IRON FENCE
	SUBJECT PROPERTY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINES
	MAJOR CONTOUR INTERVAL
	MINOR CONTOUR INTERVAL

N 10°11' W

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

POSITION OF GEODETIC COORDINATES
LATITUDE 32° 21' 43.8" NORTH (NAD83)
LONGITUDE 111° 07' 17.7" WEST (NAD83)
GROUND ELEVATION @ 2135.0' (NAVD88)

REGISTERED LAND SURVEYOR
52861
MATTHEW R. FORD
ARIZONA U.S.A.
EXPIRES 12/31/17

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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY.

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RELIANT LAND SERVICES
7101 E. CAMELBACK RD., SUITE 310 SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 535-0050 FAX: (602) 535-0052

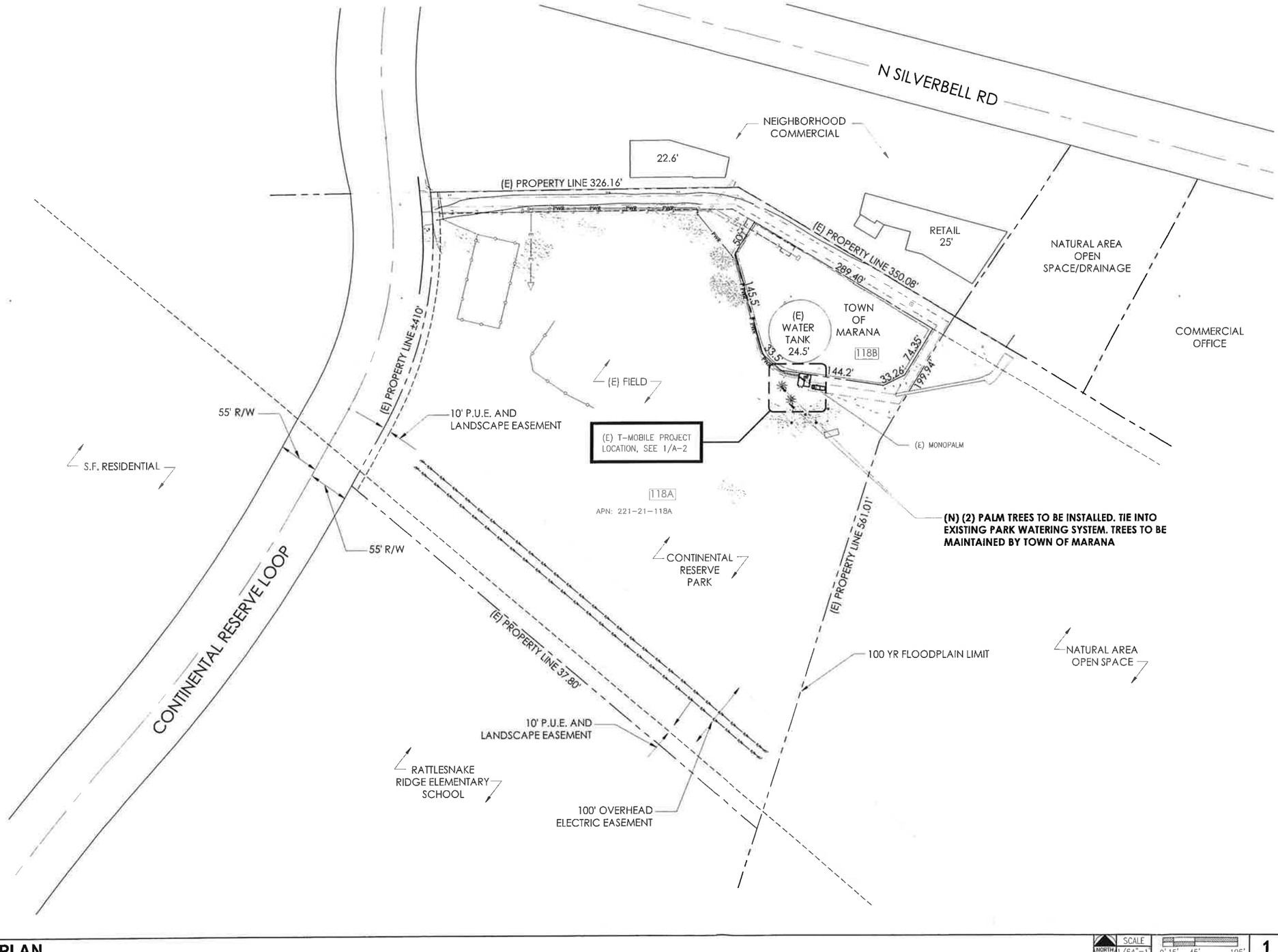
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SUBMITTAL	02/27/15	0

DRAWN BY: DRH
CHECKED BY: MF

PH12200A
RATTLESNAKE RIDGE PARK
8558 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

SHEET TITLE: SURVEY DETAIL

SHEET NUMBER: LS-2



SITE PLAN

SCALE: NORTH 1/64"=1' 0' 15' 45' 105'

1

T-Mobile
2625 S PLAZA DR #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

PLANS PREPARED BY:
RLS
RELIANT LAND SERVICES
7201 E CAMELBACK RD, SUITE 310 SCOTTSDALE AZ 85251
WWW.RLSUSA.COM PH (602) 453-0950 FAX (602) 453-0902

CONSULTING GROUP:

NO.	DATE:	DESCRIPTION:	BY:
A	12/10/15	100% ZD	UC

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:

40506 SHUHUI ZHUANG REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NO. ARIZONA U.S.A.
EXPIRES 3-31-16

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

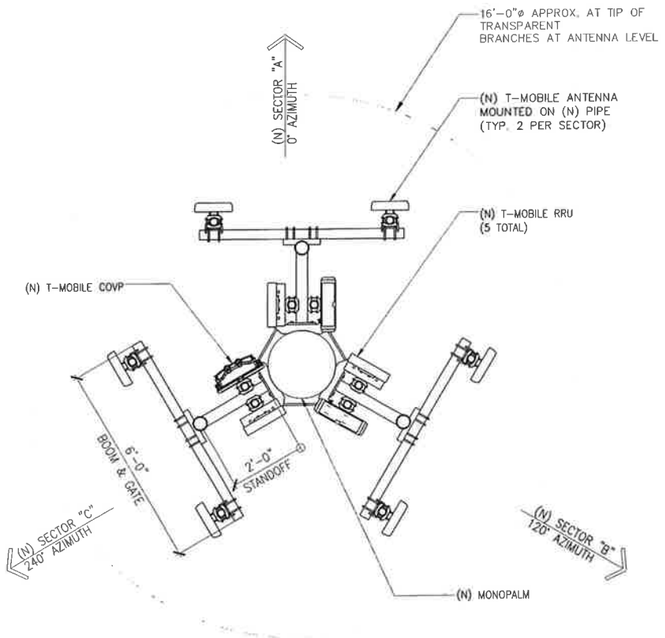
A-1

(N) ANTENNA SCHEDULE

SECTOR	POS.	AZIMUTH	CENTER LINE	COUNT	DIMENSIONS HxWxD (in)	WEIGHT LB
A	1	0°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
	2	0°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
B	1	120°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
	2	120°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
C	1	240°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
	2	240°	65'-0"	1	78.8 X 13.3 X 5.6	39.6

(N) RRU's SCHEDULE

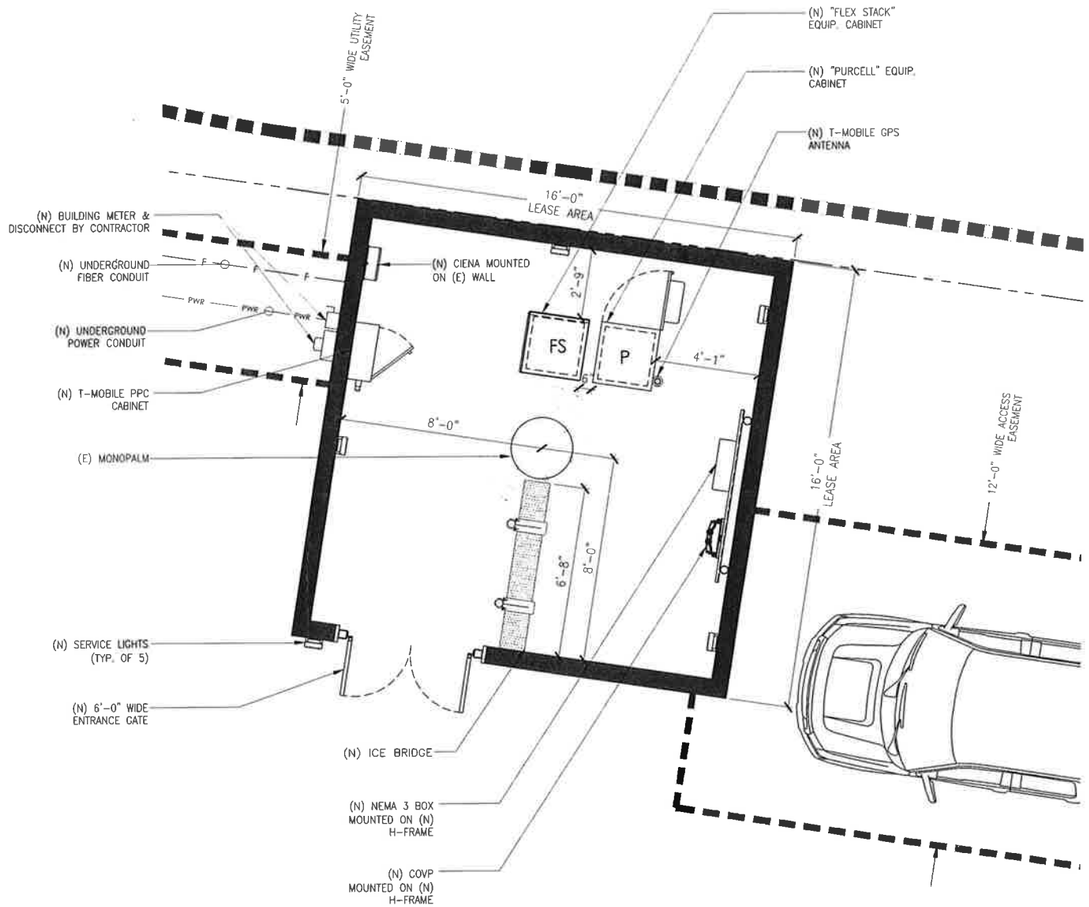
COUNT	DIMENSIONS HxWxD (in)	WEIGHT LB
5	18.09 X 15.74 X 5.72/6.47	MAX. 52.91



(N) ANTENNA CONFIGURATION

SCALE 1/2"=1' 0" 6" 1' 2' 4'

2



EQUIPMENT LAYOUT PLAN

SCALE 3/8"=1' 0" 6" 1' 2' 4'

1

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RELIANT LAND SERVICES
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CONSULTING GROUP:

NO.	DATE:	DESCRIPTION:	BY:
A	12/10/15	100% ZD	UC

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:

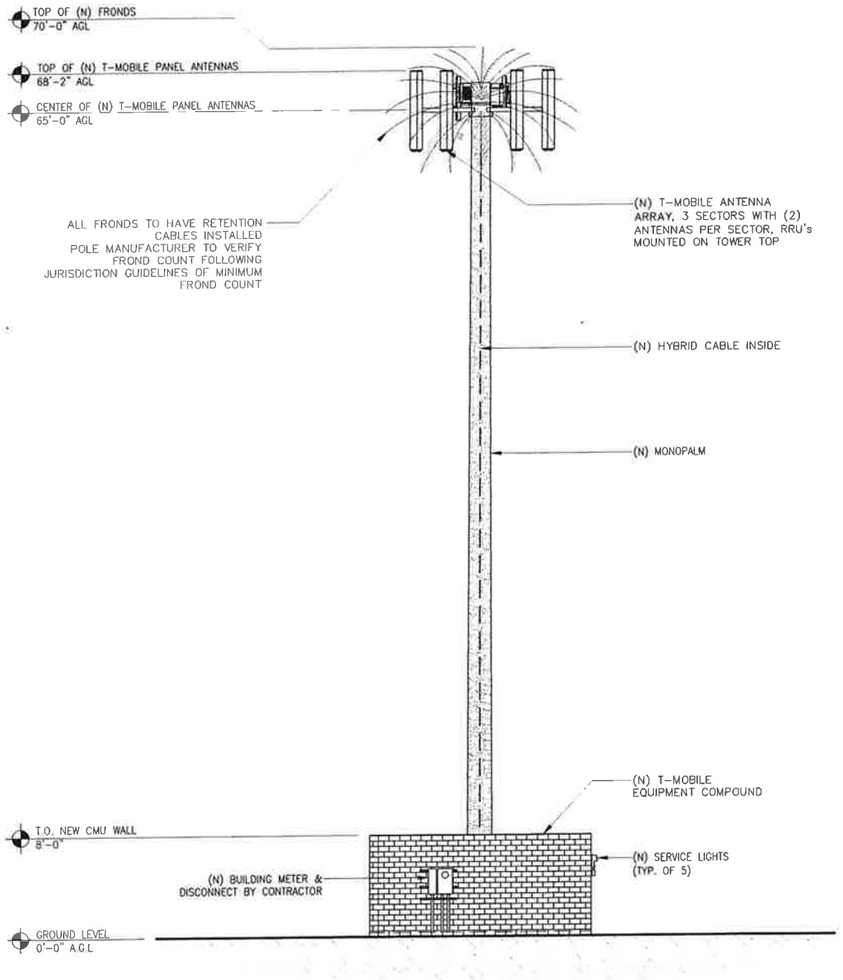


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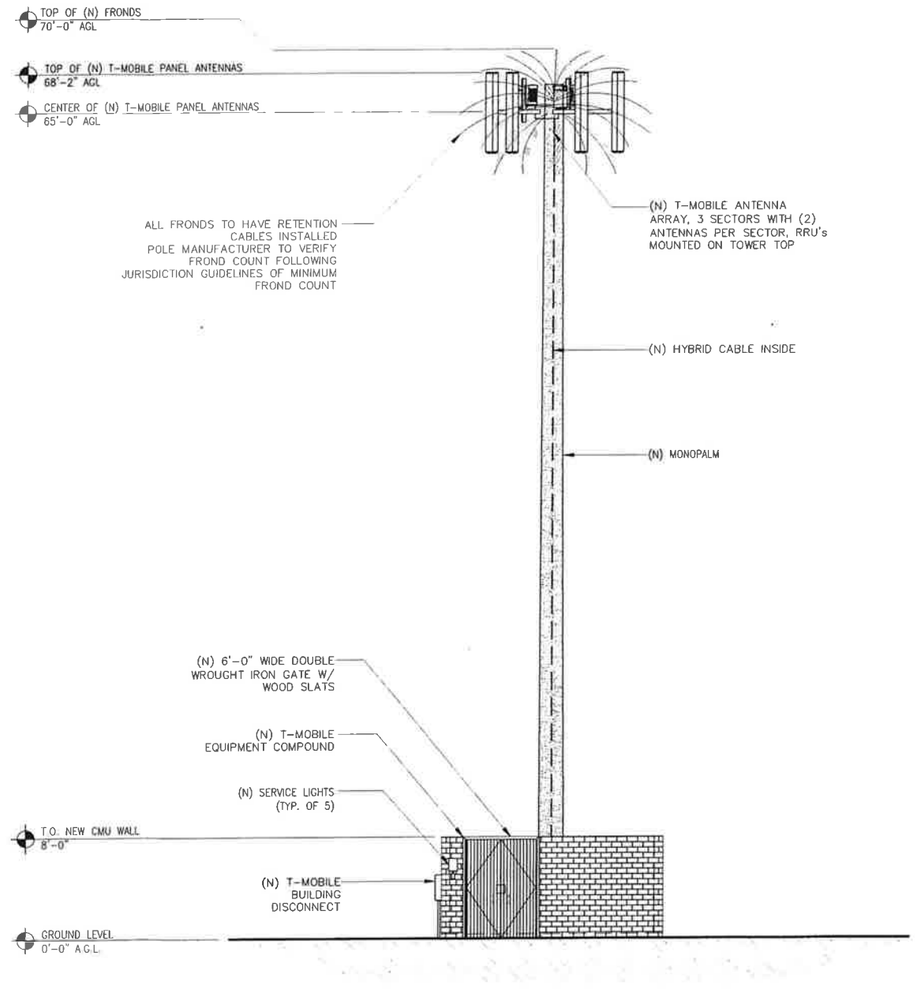
EQUIPMENT LAYOUT PLAN & ANTENNA CONFIGURATION

SHEET NUMBER:

A-2



(N) EAST ELEVATION SCALE 3/16"=1' 0" 1' 3' 7' **1**



(N) SOUTH ELEVATION SCALE 3/16"=1' 0" 1' 3' 7' **2**

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7201 E CAMELBACK RD, SUITE 310 SCOTTSDALE AZ 85251
WWW.RLSUSA.COM PH. (602) 453-0150 FAX (602) 453-1002

CONSULTING GROUP:

NO.	DATE:	DESCRIPTION:	BY:
A	12/10/15	100% ZD	UC

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:

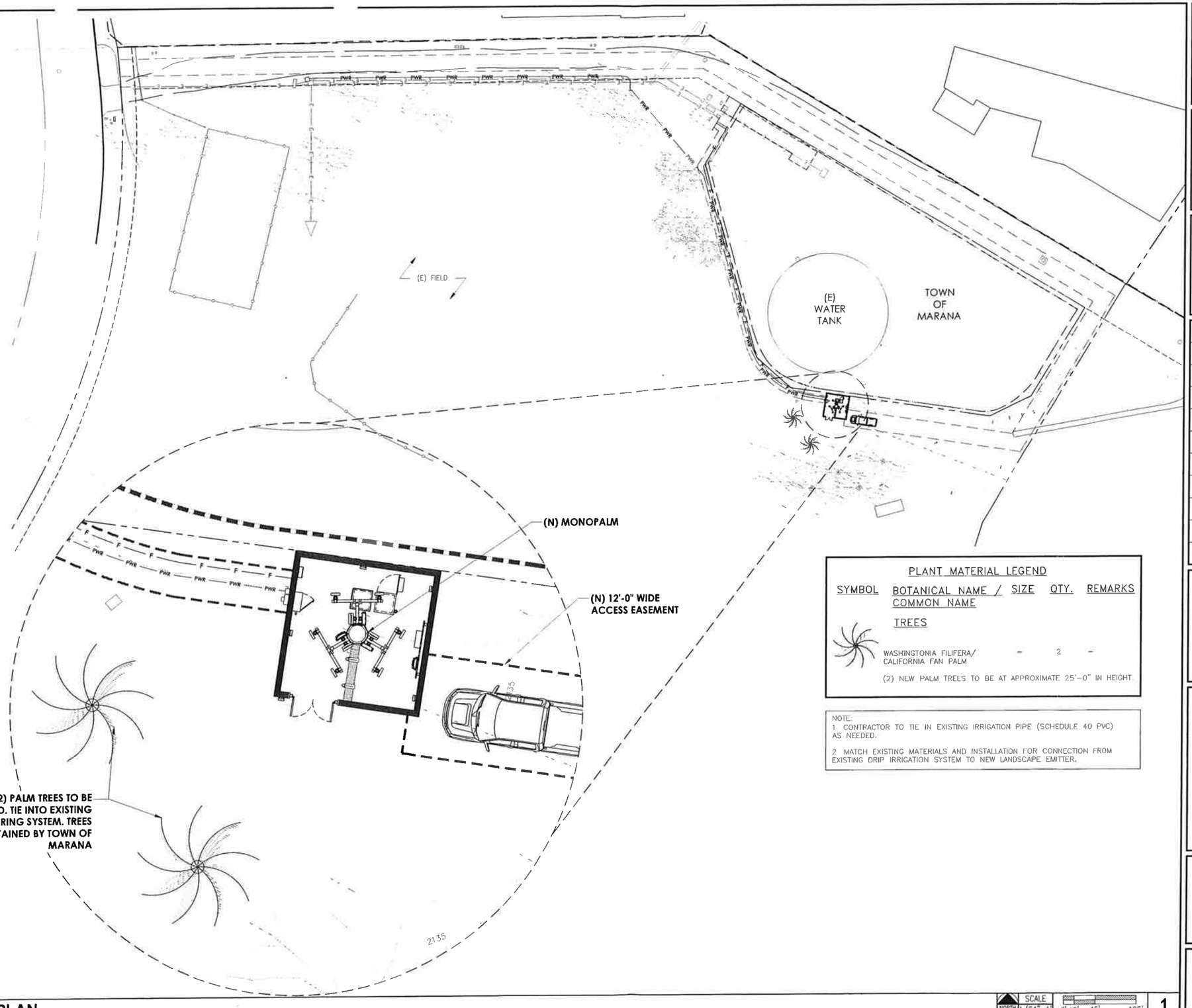


SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A-3



PLANT MATERIAL LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY.	REMARKS
	TREES			
	WASHINGTONIA FILIFERA/ CALIFORNIA FAN PALM	-	2	-

(2) NEW PALM TREES TO BE AT APPROXIMATE 25'-0" IN HEIGHT.

NOTE:
1. CONTRACTOR TO TIE IN EXISTING IRRIGATION PIPE (SCHEDULE 40 PVC) AS NEEDED.

2. MATCH EXISTING MATERIALS AND INSTALLATION FOR CONNECTION FROM EXISTING DRIP IRRIGATION SYSTEM TO NEW LANDSCAPE EMITTER.

LANDSCAPE PLAN

NORTH | SCALE 1/64"=1' | 0' 15' 45' 105' | 1

T··Mobile·

2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

PLANS PREPARED BY:
RLS
RELIANT LAND SERVICES
7201 E. CAMELBACK RD, SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 453-0050 FAX: (602) 453-0602

CONSULTING GROUP:

NO.	DATE:	DESCRIPTION:	BY:
A	12/10/15	100% ZD	UC

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:

CERTIFICATION NO. 40506 SHIHHSIUANG LEE Date Signed 3/16/15 Registered Professional Engineer (Structural) ARIZONA - U.S.A.
EXPIRES 3-31-16

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-1

Communication Facility Plan

T-Mobile Site – PH12200A Continental Reserve Park Property

8562 N. Continental Reserve Loop, Marana AZ 85743

February 10, 2016



Applicant
Reliant Land Services, Inc. for Verizon Wireless
7201 E. Camelback Road, Suite 310
Scottsdale, AZ 85251

Exhibit List

Exhibit 1 – Structural Calculations

Exhibit 2 – Structural Drawings

Exhibit 3 – Airspace/TERPS Report and AM Station Screening

Exhibit 4 – Photo Sims

Exhibit 5 – Landscape Plans

Exhibit 6 – Site Plan

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Tucson, AZ 85713
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PH12200A RATTLESNAKE RIDGE

68'-0" MONOPALM

LARSON CAMOUFLAGE Job:

D15461

LOCATION:

8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 88743
PIMA COUNTY



01/05/16

DRAWING INDEX

T1	TITLE SHEET
S1	ELEVATION VIEW & NOTES
S2	DETAILS
S3	DETAILS
S4	FOUNDATION

SPECIAL INSPECTIONS:

1. STEEL FABRICATION SHALL BE DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION.
2. NO FIELD WELDING SHALL BE PERMITTED.
3. THE FOLLOWING SPECIAL INSPECTIONS SHALL BE REQUIRED PER CHAPTER 17 OF THE 2013 CBC.

- PERIODIC SPECIAL INSPECTION OF HIGH-STRENGTH BOLTING.
- CONTINUOUS SPECIAL INSPECTION OF DRILLING OPERATIONS FOR PIER FOUNDATIONS.
- CONTINUOUS SPECIAL INSPECTION TO VERIFY LOCATION, PLUMBNESS, DIAMETER, AND LENGTH OF PIER FOUNDATIONS.
- PERIODIC SPECIAL INSPECTION OF PLACEMENT OF REINFORCING STEEL.
- CONTINUOUS SPECIAL INSPECTION OF ANCHOR BOLTS PRIOR TO AND DURING CONCRETE PLACEMENT.
- CONTINUOUS SPECIAL INSPECTION OF CONCRETE PLACEMENT.

STRUCTURAL OBSERVATION:
NO STRUCTURAL OBSERVATION IS REQUIRED.

DISCLAIMERS:
ALL STRUCTURAL COMPONENTS TO BE CONNECTED TOGETHER SHALL BE COMPLETELY FIT UP ON THE GROUND OR OTHERWISE VERIFIED FOR COMPATIBILITY PRIOR TO LIFTING ANY COMPONENT INTO PLACE. REPAIRS REQUIRED DUE TO FIT-UP OR CONNECTION COMPATIBILITY PROBLEMS AFTER PARTIAL ERECTION ARE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR

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Sandy, UT 84070 (801) 990-1776 FAX
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DATE: 01/04/16 | DESIGNED: CNM | DRAFTER: WAM

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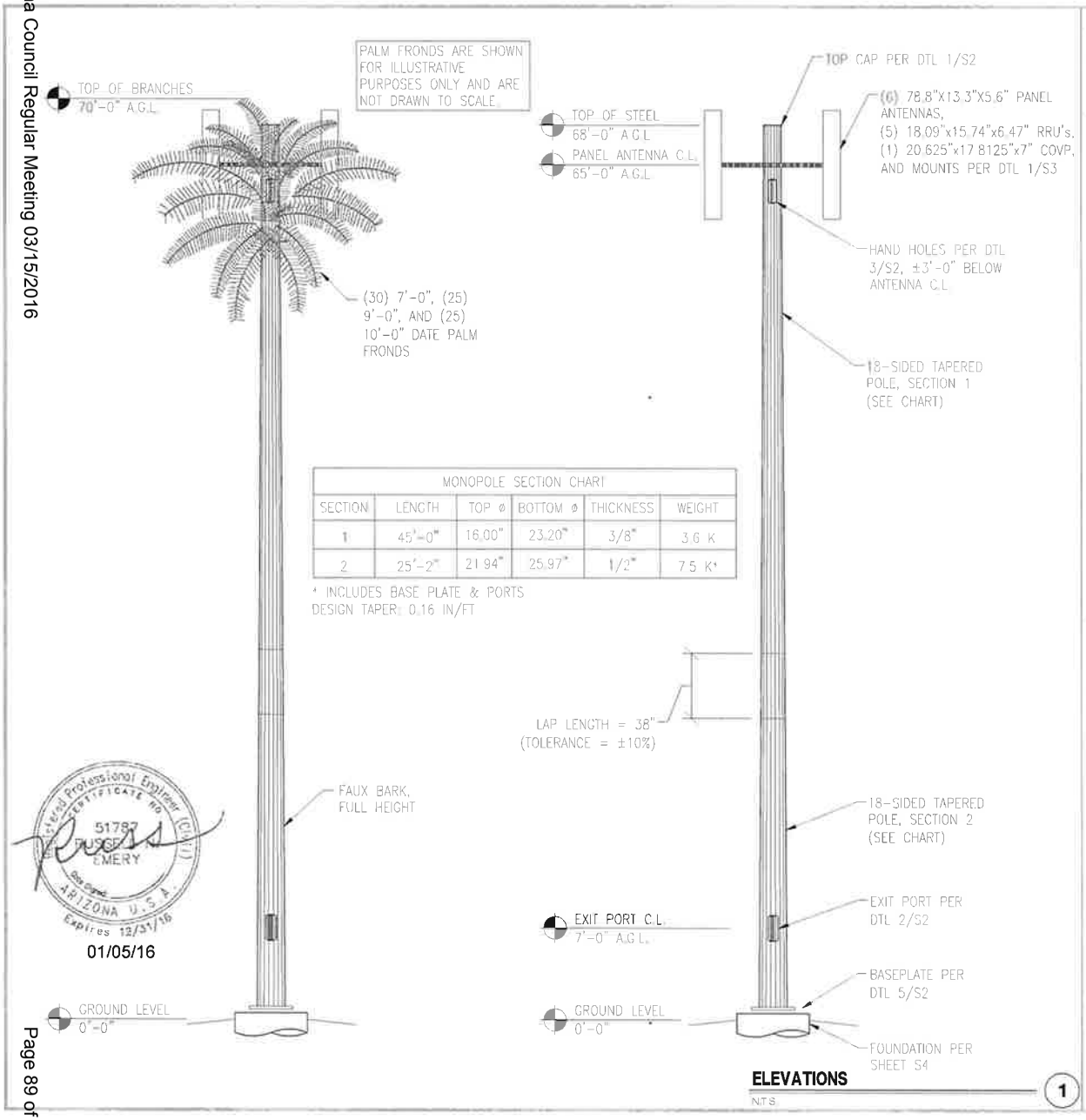
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TITLE SHEET

PH12200A RATTLESNAKE RIDGE
68'-0" MONOPALM
8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 88743

U1223-499-151

T1 | REV 0



MONOPOLE SECTION CHART					
SECTION	LENGTH	TOP ø	BOTTOM ø	THICKNESS	WEIGHT
1	45'-0"	16.00"	23.20"	3/8"	3.6 K
2	25'-2"	21.94"	25.97"	1/2"	7.5 K*

* INCLUDES BASE PLATE & PORTS

DESIGN TAPER: 0.16 IN/FT

ELEVATIONS (1)

N.T.S.

Registered Professional Engineer (Civil) CERTIFICATE NO. 51787 RUSSELL EMERY Date Signed ARIZONA U.S.A. Expires 12/31/16

01/05/16

GENERAL DESIGN NOTES:

STRUCTURAL DESIGN IS BASED ON THE INTERNATIONAL BUILDING CODE, 2012 EDITION AND THE TIA-222-G STANDARD

DESIGN LOADS:

WIND:
- BASIC WIND SPEED (V_{ASD}): 100 MPH (3-SEC GUST) PER THE TIA-222-G STANDARD AS REQUESTED BY CUSTOMER
- EQUIVALENT ULTIMATE WIND SPEED (V_{ULT}) = 130 MPH (3-SEC GUST) PER ASCE 7-10
- RISK CATEGORY/STRUCTURE CLASS: II
- EXPOSURE: C
- TOPOGRAPHIC CATEGORY: 1
- CREST HEIGHT: 0 FT

ICE: 0.5" RADIAL ICE @ 50 MPH BASIC WIND SPEED (3 SECOND GUST) PER THE TIA-222-G STANDARD

SEISMIC:
- IMPORTANCE FACTOR: 1.00
- RISK CATEGORY: II
- MAPPED SPECTRAL RESPONSE ACCELERATIONS: S_S = 0.273g, S_1 = 0.078g
- SITE CLASS: C
- SPECTRAL RESPONSE COEFFICIENTS: S_{DS} = 0.218g, S_{D1} = 0.088g
- SEISMIC DESIGN CATEGORY: B
- BASIC SEISMIC-FORCE-RESISTING-SYSTEM: TELECOMMUNICATION TOWER: STEEL POLE
- SEISMIC BASE SHEAR, V: 1.9 K
- SEISMIC RESPONSE COEFFICIENT, C_S: 0.125
- RESPONSE MODIFICATION FACTOR, R: 1.5
- ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE

MATERIAL NOTES:

1. 18-SIDED MONOPOLE SHAFT STEEL SHALL CONFORM w/ ASTM A572 GR. 65, U.N.O.
2. BASE PLATE STEEL SHALL CONFORM w/ ASTM A572, GR 50, U.N.O.
3. REINFORCED ACCESS PORT STEEL SHALL CONFORM w/ ASTM A572 GR. 65, U.N.O.
4. ALL STEEL PIPE TO BE PER ASTM A53 GR. B (35 KSI), U.N.O.
5. ALL STEEL RECTANGULAR TUBES (HSS) TO BE PER ASTM A500 GR. B (46 KSI), U.N.O.
6. ALL OTHER STEEL SHAPES & PLATES SHALL CONFORM w/ ASTM A36, U.N.O.
7. ALL ANCHOR BOLTS SHALL CONFORM w/ ASTM A615 GR. 75, U.N.O.
8. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS IN ACCORDANCE w/ THE LATEST VERSION OF THE AMERICAN WELDING SOCIETY AWS D1.1.
9. ALL STEEL SURFACES SHALL BE GALVANIZED IN ACCORDANCE w/ ASTM A123 AND ASTM A153 STANDARDS.
10. ALL BOLTED CONNECTIONS SHALL BE TIGHTENED PER THE "TURN-OF-NUT" METHOD AS DEFINED BY AISC.

BASE DESIGN REACTIONS:

MOMENT, M = 1,437 K-FT (1.6 WIND)
SHEAR, V = 24.1 K (1.6 WIND)
AXIAL, P = 30.0 K (1.2 DEAD + 1.0 ICE)
REACTIONS ARE FROM FULL FUTURE LOADING, NOT THE INITIAL LOADING AS SHOWN

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REVISIONS

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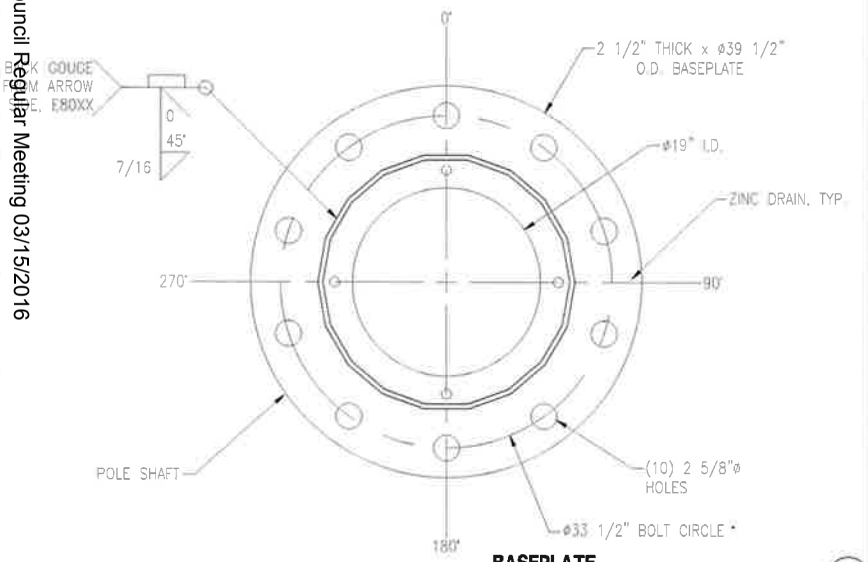
JOB #: D15461

ELEVATION VIEW & NOTES

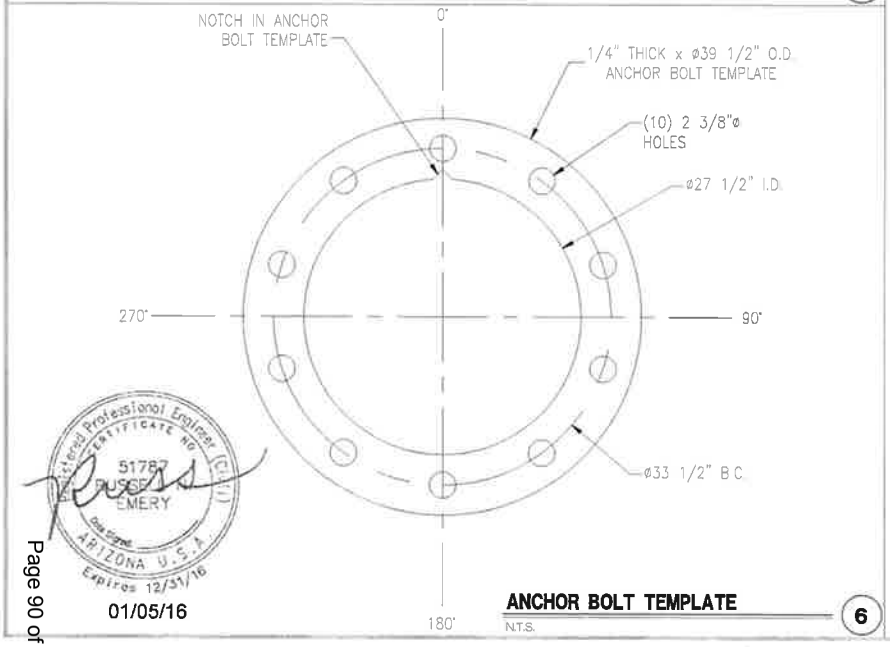
PH12200A RATTLESNAKE RIDGE
68'-0" MONOPALM
8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

U1223-499-151

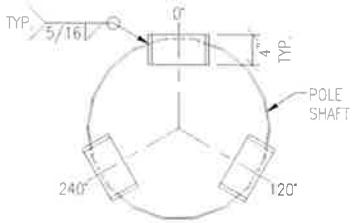
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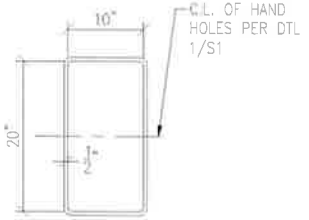
BASEPLATE N.T.S. (5)



ANCHOR BOLT TEMPLATE N.T.S. (6)

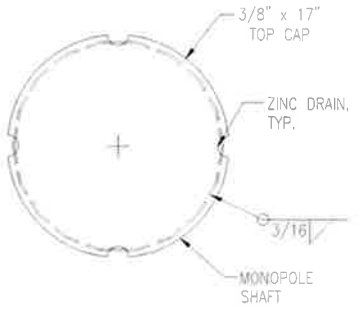


SECTION VIEW

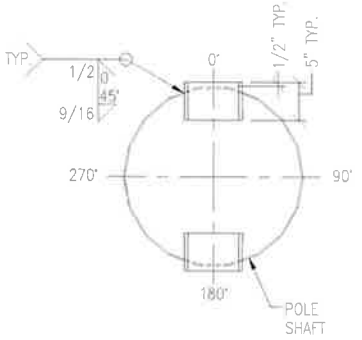


ELEVATION VIEW

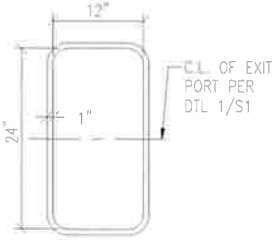
HAND HOLES N.T.S. (3)



TOP CAP N.T.S. (1)



SECTION VIEW



ELEVATION VIEW

EXIT PORTS N.T.S. (2)

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DETAILS

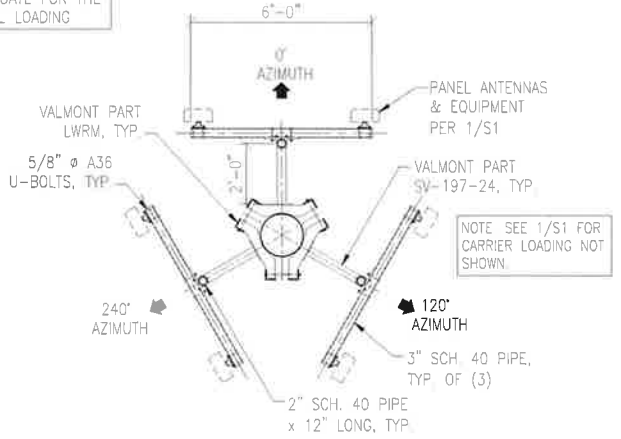
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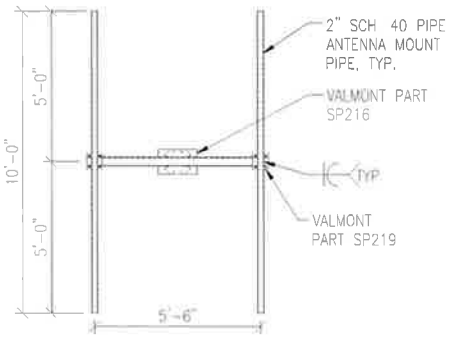
S2 REV. 0

Registered Professional Engineer (Civil)
CERTIFICATE NO. 51787
RUSSELL EMERY
ARIZONA U.S.A.
Expires 12/31/16
01/05/16

MOUNT HAS BEEN ANALYZED & FOUND ADEQUATE FOR THE INITIAL LOADING

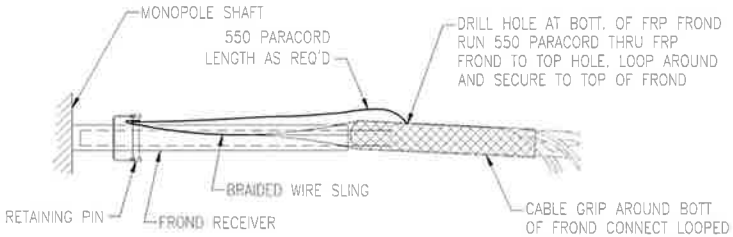


PLAN VIEW



ELEVATION VIEW

ANTENNA LAYOUTS (INITIAL LOADING) N.T.S. (1)



FROND DETENTION DEVICE (BY OTHERS) N.T.S. (2)



01/05/16

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DETAILS

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S3 REV 0

FOUNDATION NOTES:

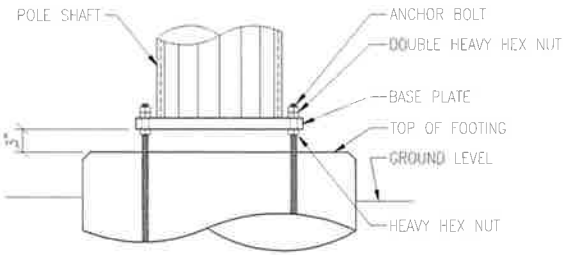
FOUNDATION DESIGN IS BASED ON THE FOLLOWING GEOTECHNICAL REPORT:

ACS SERVICES LLC
REPORT: 1501612
DATE: OCTOBER 16, 2015

2. ALL CONCRETE SHALL USE TYPE II PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL BE AIR ENTRAINED (6 ± 1.5%). CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.50. CONCRETE SHALL HAVE A SLUMP OF 5" (±1"). ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE," ACI 318-11. FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS," LATEST EDITION.

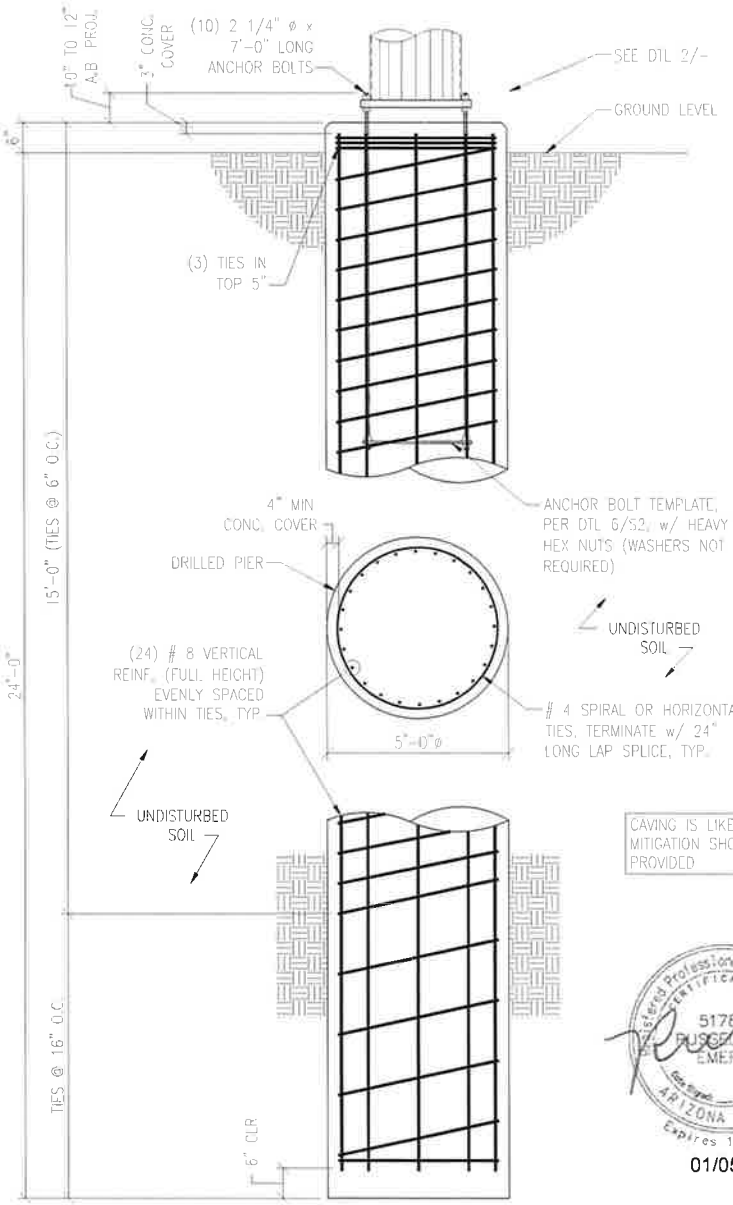
3. REINFORCING STEEL SHALL CONFORM WITH THE REQUIREMENTS OF ASTM A-615, GRADE 60. ALL REINFORCING DETAILS SHALL CONFORM TO "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES," ACI 315, LATEST EDITION, UNLESS DETAILED OTHERWISE ON THIS DRAWING.

4. INSTALLATION OF FOUNDATION MUST BE OBSERVED BY A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER FIRM. GEOTECHNICAL ENGINEER TO PROVIDE A NOTICE OF INSPECTION FOR THE BUILDING INSPECTOR FOR REVIEW AND RECORD PURPOSES.



NTS

2



DRILLED PIER FOUNDATION

NTS

1

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DATE: 01/04/16 | DESIGNED: CNM | DRAFTER: WAM

REVISIONS

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JOB #: D15461

Registered Professional Engineer (Civil) CERTIFICATE NO. 51787 RUSSELL EMERY ARIZONA U.S.A. Expires 12/31/16

01/05/16

FOUNDATION

PH12200A RATTLESNAKE RIDGE
68'-0" MONOPALM
8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

U1223-499-151

S4 REV 0

Environmental Assessment Specialists, Inc.

Airspace / TERPS Report & AM Station Screening

Client: T-Mobile West, LLC

Site ID: PH12200A

Site Name: Rattlesnake Ridge

Structure Type: Proposed Monopalm

Coordinates:

Latitude: 32° 21' 43.8" N

Longitude: 111° 07' 17.6" W

Address:

8568 N. Continental Reserve Loop, Tucson, Arizona 85743



REPORT FINDINGS:

STRUCTURE HEIGHT:

Does Not Exceed Slope - Notice Not Required

ANTENNA HEIGHT:

Does Not Exceed Slope - Notice Not Required

CRANE HEIGHT:

Does Not Exceed Slope - Notice Not Required

AM STATION SCREENING:

No AM Stations within 3.2 km search radius.

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****
* Federal Airways & Airspace *
* Summary Report: New Construction *
* Antenna Structure *
****

Airspace User: Remington E Leaver

File: PH12200A

Location: Marana, AZ

Latitude: 32°-21'-43.8" Longitude: 111°-07'-17.6"

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT.....70 ft.
OVERALL HEIGHT AMSL.....2205 ft.

NOTICE CRITERIA
FAR 77.9(a): NNR (DNE 200 ft AGL)
FAR 77.9(b): NNR (DNE Notice Slope)
FAR 77.9(c): NNR (Not a Traverse Way)
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for AVQ
FAR 77.9: NNR (No Expected TERPS® impact RYN)
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required
NNR = Notice Not Required
PNR = Possible Notice Required (depends upon actual IFR procedure)
For new construction review Air Navigation Facilities at bottom of this report.

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS
FAR 77.17(a)(1): DNE 499 ft AGL
FAR 77.17(a)(2): DNE - Airport Surface
FAR 77.19(a): DNE - Horizontal Surface
FAR 77.19(b): DNE - Conical Surface
FAR 77.19(c): DNE - Primary Surface
FAR 77.19(d): DNE - Approach Surface
FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: AVQ: MARANA RGNL
Type: A RD: 31429.93 RE: 2031.3
FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Approach Slope: DNE
VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: RYN: RYAN FIELD
Type: A RD: 39510.38 RE: 2402.8

FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Approach Slope: DNE
VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
FAR 77.17(a)(3) Departure Surface Criteria (40:1)
DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 4500 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING To FACIL	RANGE IN NM	DELTA ARP ELEVATION	FAA IFR
3AZ9	HEL	INA ROAD	122.69	3.01	+13	

No Impact to Private Landing Facility
Structure is beyond notice limit by 13289 feet.

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRND ANGLE	APCH BEAR
AVQ	NDB	I	24	301.93	34192	+184	AZ	MARANA		.31
RYN	NDB	I	33	188.62	82201	-215	AZ	RYAN		.15
DMA	RADAR	ON		135.41	103299	-514	AZ	DAVIS-MONTHAN AFB		.29

No Impact. This structure does not require Notice based upon EMI.
The studied location is within 20 NM of a Radar facility.
The calculated Radar Line-Of-Sight (LOS) distance is: 121 NM.
This location and height is within the Radar Line-Of-Sight.

DMA	TACAN	R	NA	134.75	104645	-457	AZ	DAVIS MONTHAN		.25
TUS	VORTAC	I	116.0	146.7	116276	-466	AZ	TUCSON		.23
EMX	RADAR WXL	Y		138.39	228449	-3114	AZ	SAHURITA		.78

CFR Title 47, §1.30000-§1.30004
AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station. Movement Method Proof as specified in §73.151(c) is not required.
Please review 'AM Station Report' for details.

Nearest AM Station: KUAZ @ 2468 meters.

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AIRSPACE/ TERPS REPORT

› AM STATION STUDY ‹



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Certificate of AM Regulatory Compliance

Site Name **PH12200A**
Location **N32-21-43.8 W111-07-17.6**
Client **T-Mobile West, LLC**
Certification Date **8/14/2015**

According to the Federal Communications Commission (FCC) Rules and Regulations,

"§1 Subpart AA. Disturbance of AM broadcast station antenna patterns
Part §1.30000 Purpose.
This rule protects the operations of AM broadcast stations from nearby tower construction that may distort the AM antenna patterns. All parties holding or applying for Commission authorizations that propose to construct or make a significant modification to an antenna tower or support structure in the immediate vicinity of an AM antenna, or propose to install an antenna on an AM tower, are responsible for completing the analysis and notice process described in this subpart, and for taking any measures necessary to correct disturbances of the AM radiation pattern, if such disturbances occur as a result of the tower construction or modification or as a result of the installation of an antenna on an AM tower. In the event these processes are not completed before an antenna structure is constructed, any holder of or applicant for a Commission authorization is responsible for completing these processes before locating or proposing to locate an antenna on the structure, as described in this subpart.
Part §1.30002 Tower construction or modification near AM stations.
(a) Construction near a nondirectional AM station. Proponents of construction or significant modification of a tower which is within one wavelength of a nondirectional AM station, and is taller than 60 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would distort the radiation pattern by more than 2 dB, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the nondirectional antenna.
(b) Construction near a directional AM station. Proponents of construction or significant modification of a tower which is within the lesser of 10 wavelengths or 3 kilometers of a directional AM station, and is taller than 36 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would result in radiation in excess of the AM station's licensed standard pattern or augmented standard pattern values, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the directional antenna."

This certificate verifies that the site at the above location has been screened and found to have no AM broadcast stations currently licensed to operate within the FCC mandated coordination distances described in the above rules. No further AM coordination actions are warranted at this time.

Certified by:



Matt Butcher, PE
VP, RF Engineering and Development
Site Safe, Inc.

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****
* AM RADIO STATIONS *
* Disturbance of AM Broadcast Station Antenna Pattern *
* CFR Title 47, Part 1, Subpart BB *
****

File: PH12200A

LATITUDE: 32°-21'-43.8" (NAD83) LONGITUDE: 111°-07'-17.6" (NAD83)

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT..... 70 ft.
OVERALL HEIGHT AMSL.....2205 ft.

CALL SIGN	FREQ KHz	POWER Watts	ANT MOD	P T	DIST Meters	BEARING Degrees	NAD83 LATITUDE	NAD83 LONGITUDE	CITY	ST
KUAZ	1550	50,000	N	T	2468	62.33	32°-22'-21	111°-05'-54	TUCSON	AZ

This station has a current license.
The authorized directional antenna pattern is theoretical.
This station is operating a non-directional type antenna system.
The electrical height of the studied antenna is: 40°.

Your structure is not within 1 wavelength of this station. The wavelength for this AM station is 193 meters. The critical tower height is 32 meters.

CALL SIGN	FREQ KHz	POWER Watts	ANT MOD	P T	DIST Meters	BEARING Degrees	NAD83 LATITUDE	NAD83 LONGITUDE	CITY	ST
KVOI	1030	1,000	D	S	4896	109.42	32°-20'-51	111°-04'-21	CORTARO	AZ

This station has a current license.
The authorized directional antenna pattern is standard.
This station is operating a directional type antenna system.
The electrical height of the studied antenna is: 26°.

The studied structure is not within 2911 meters of this AM station.
10 Wavelengths = 2911 meters.

CALL SIGN	FREQ KHz	POWER Watts	ANT MOD	P T	DIST Meters	BEARING Degrees	NAD83 LATITUDE	NAD83 LONGITUDE	CITY	ST

KFLT	830	1,000	D	S	9526	17.33	32°-26'-39	111°-05'-29	TUCSON	AZ	

This station has a current license.
The authorized directional antenna pattern is standard.
This station is operating a directional type antenna system.
The electrical height of the studied antenna is: 21°.

The studied structure is not within 3000 meters of this AM station.
10 Wavelengths = 3612 meters.

CALL SIGN	FREQ KHz	POWER Watts	ANT MOD	P T	DIST Meters	BEARING Degrees	NAD83 LATITUDE	NAD83 LONGITUDE	CITY	ST
KTKT	990	10,000	D	S	15873	138.34	32°-15'-19	111°-00'-34	TUCSON	AZ
KCUB	1290	1,000	N	T	16254	125.59	32°-16'-37	110°-58'-52	TUCSON	AZ
KTUC	1400	1,000	N	T	16254	125.59	32°-16'-37	110°-58'-52	TUCSON	AZ
KNST	790	500	D	A	16490	139.98	32°-14'-54	111°-00'-32	TUCSON	AZ
KSAZ	580	390	D	S	18385	303.29	32°-27'-11	111°-17'-06	MARANA	AZ
KCEE	690	3	N	T	19235	129.02	32°-15'-11	110°-57'-46	TUCSON	AZ

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DEFINITIONS:

SIGNIFICANT MODIFICATION: A significant modification of a tower in the immediate
vicinity of an AM station is defined in CFR Title 47, Part 1.30002, as follows;
(1) any change that would alter the tower's physical height by 5 electrical
degrees or more at the AM frequency; or
(2) in addition or replacement of one or more antennas or trnasmission lines on
a tower that has been detuned or base-insulated.

The addition or modification of an antenna or antenna-supporting structure on a

building shall be considered a construction modification subject to the analysis
and notice requirements of this subpart if and only if the height of the antenna
supporting structure alone exceeds the thresholds in paragraphs (a) and (b) of
this section.

CALL SIGN: The Call Sign of the station or application. For applications and
construction permits which do not have Call Signs a value of 'NEW' is used.

FREQUENCY: in Kilohertz

POWER: The nominal power of the station, as defined in Section CFR 73.14. This is
not necessarily the effective radiated power, the transmitter power, the antenna
input power, etc.

ANT MOD: Antenna Mode, The mode of the complete antenna system. Indicates
directional or non-directional. (D = Directional and N = Non-Directional)
If a station is directional at one time during a day and non-directional
at another time it is considered to be directional for the purpose of
Movement Method Proof. If the same station has multiple locations these
are listed as separate AM stations with the same Call Sign.

PT: The type of antenna pattern which has been notified to (or by) foreign
countries.

DIST Meters: This is the calculated distance (in meters) between your proposed
site and the latitude/longitude coordinates specified by the FCC data.

Bearing Degrees: This is the true bearing from your proposed site to the station.

LATITUDE: This is the latitude of the AM Station in NAD 1983 coordinates.

LONGITUDE: This is the longitude of the AM Station in NAD 1983 coordinates.

ST: This is the state where the AM Station is located.

The material in this report on AM radio stations was obtained from the FCC who
provided the data on an 'as-is' basis. Therefore, Federal Airways & Airspace®

disclaims all warranties with regard to the contents of these files, including
their fitness for your use. In no event shall Federal Airways & Airspace® be
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other action arising out of, or in connection with the use of the contents of
these files. Data conversion of the FCC data from NAD27 to NAD83 was accomplished
using the USGS NADCON210 software program.

AIRSPACE/ TERPS REPORT

› ADDITIONAL ‹



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****
* PUBLIC AIRPORTS IN PROXIMITY OF CASE *
****

Airspace User: Remington E Leaver

File: PH12200A

LATITUDE: 32°-21'-43.8" LONGITUDE: 111°-07'-17.6"

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT..... 70 ft.
OVERALL HEIGHT AMSL.....2205 ft.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
AVQ	AIR	MARANA RGNL	299.95	5.674	+174	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this airport. However, you may EXCEED other Notice Standards. As a minimum, please review reports for FAR Part 77 Obstruction Surfaces, Air Navigation and Communication facilities.

You are 31429 feet from the nearest runway threshold and the threshold elevation is 2031 feet. Please review runway analysis for remaining airport surfaces.

This facility has a circling approach procedure. Circling procedures have a Straight-In segment. The site can be out of the circling approach area and still be in the straight in approach segment. Please review published US Terminal Procedures for this landing facility to determine what impact (if any) this site has on the procedure(s) and/or airport.

DNE 77.9 IFR Straight-In Notice Criteria AVQ

Category 'A' Circling Area extends 1.30 NM from all runways.
Category 'B' Circling Area extends 1.84 NM from all runways.
Category 'C' Circling Area extends 2.89 NM from all runways.
Category 'D' Circling Area extends 3.78 NM from all runways.
Category 'E' Circling Area extends 4.73 NM from all runways.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
RYN	AIR	RYAN FIELD	191.54	13.441	-213	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this airport. However, you may EXCEED other Notice Standards. As a minimum, please review reports for FAR Part 77 Obstruction Surfaces, Air Navigation and Communication facilities.

You are 79930 feet from the nearest runway threshold and the threshold elevation is 2403 feet. Please review runway analysis for remaining airport surfaces.

This airport has Instrument Procedures. Please review published US Terminal (TERPS®) Approach Procedures for this landing facility to determine impact.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
MZJ	AIR	PINAL AIRPARK	310.55	13.604	+312	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this airport. However, you may EXCEED other Notice Standards. As a minimum, please review reports for FAR Part 77 Obstruction Surfaces, Air Navigation and Communication facilities.

You are 79290 feet from the nearest runway threshold and the threshold elevation is 1893 feet. Please review runway analysis for remaining

airport surfaces.

No Circling or Straight-In Instrument Approach Procedures were found for this landing facility or your proposed location is greater than 10 nautical miles from the airport. No Expected TERPS® impact.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
DMA	AIR	DAVIS MONTHAN AFB	134.07	16.871	-499	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this airport. However, you may EXCEED other Notice Standards. As a minimum, please review reports for FAR Part 77 Obstruction Surfaces, Air Navigation and Communication facilities.

You are 95671 feet from the nearest runway threshold and the threshold elevation is 2589 feet. Please review runway analysis for remaining airport surfaces.

This airport has Instrument Procedures. Please review published US Terminal (TERPS®) Approach Procedures for this landing facility to determine impact.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
TUS	AIR	TUCSON INTL	148.11	17.36	-438	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this airport. However, you may EXCEED other Notice Standards. As a minimum,

please review reports for FAR Part 77 Obstruction Surfaces, Air
Navigation and Communication facilities.

You are 100666 feet from the nearest runway threshold and the threshold
elevation is 2569 feet. Please review runway analysis for remaining
airport surfaces.

This airport has Instrument Procedures. Please review published US
Terminal (TERPS®) Approach Procedures for this landing facility to
determine impact.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
PCA	HEL	PICACHO ARNG	314.77	25.221	+530	YES

Your structure DOES NOT EXCEED FAR 77.9(b)(3) Notice Criteria for this
heliport. You are not locating within 5,000 feet of facility. You are
beyond limit by: 148245.3 feet.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
E77	AIR	SAN MANUEL	55.57	29.137	-1066	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this
airport. However, you may EXCEED other Notice Standards. As a minimum,
please review reports for FAR Part 77 Obstruction Surfaces, Air
Navigation and Communication facilities.

You are 176255 feet from the nearest runway threshold and the threshold
elevation is 3270 feet. Please review runway analysis for remaining
airport surfaces.

No Circling or Straight-In Instrument Approach Procedures were found
for this landing facility or your proposed location is greater than
10 nautical miles from the airport. No Expected TERPS® impact.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
E60	AIR	ELOY MUNI	318.59	35.558	+694	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this
airport. However, you may EXCEED other Notice Standards. As a minimum,
please review reports for FAR Part 77 Obstruction Surfaces, Air
Navigation and Communication facilities.

You are 215710 feet from the nearest runway threshold and the threshold
elevation is 1512 feet. Please review runway analysis for remaining
airport surfaces.

No Circling or Straight-In Instrument Approach Procedures were found
for this landing facility or your proposed location is greater than
10 nautical miles from the airport. No Expected TERPS® impact.

FACIL IDENT	FAR TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION	FAR P77
P08	AIR	COOLIDGE MUNI	335.88	37.677	+629	YES

This facility has at least one runway over 3,200 feet in length.

Your structure DNE FAR 77.9(a) or 77.9(b) Notice Criteria for this
airport. However, you may EXCEED other Notice Standards. As a minimum,

please review reports for FAR Part 77 Obstruction Surfaces, Air
Navigation and Communication facilities.

You are 226281 feet from the nearest runway threshold and the threshold
elevation is 1575 feet. Please review runway analysis for remaining
airport surfaces.

This airport has Instrument Procedures. Please review published US
Terminal (TERPS®) Approach Procedures for this landing facility to
determine impact.

THE NEAREST AIRPORT TO CASE COORDINATES IS: AVQ

MARANA RGNL is an Airport type landing facility and is associated
with the city of MARANA, AZ. The facility is eligible for Study
under FAR Part 77 sub-Part C.

Its Reference Point (ARP) elevation is: 2031 feet AMSL and you are
locating 34474 feet from this landing facility.

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The mathematical algorithms used by this program are derived directly from
Federal Aviation Regulations Part 77, sub-part C.

****
* INSTRUMENT PROCEDURES *
****

IDENT	TYPE	DESCRIPTION
AVQ	IAP	RNAV (GPS)-E
AVQ	IAP	RNAV (GPS) RWY 03
AVQ	IAP	RNAV (GPS) RWY 21
AVQ	IAP	NDB RWY 12
AVQ	IAP	RNAV (GPS) RWY 12
AVQ	MIN	TAKEOFF MINIMUMS

RYN	APD	AIRPORT DIAGRAM
RYN	HOT	HOT SPOT
RYN	IAP	ILS OR LOC RWY 06R
RYN	IAP	NDB/DME OR GPS RWY 06R
RYN	MIN	TAKEOFF MINIMUMS
RYN	ODP	ALMON ONE (RNAV) (OBSTACLE)
DMA	APD	AIRPORT DIAGRAM
DMA	IAP	ILS OR LOC/DME RWY 30
DMA	IAP	TACAN RWY 12
DMA	IAP	TACAN RWY 30
DMA	IAP	HI-TACAN RWY 12
DMA	IAP	HI-TACAN RWY 30
DMA	IAP	HI-ILS OR LOC/DME RWY 30
DMA	MIN	TAKEOFF MINIMUMS
DMA	MIN	RADAR MINIMUMS
TUS	APD	AIRPORT DIAGRAM
TUS	DP	TUCSON EIGHT
TUS	DP	TUCSON EIGHT CONT.1
TUS	DP	BURRO THREE (RNAV)
TUS	DP	WLDKT TWO (RNAV)
TUS	HOT	HOT SPOT
TUS	IAP	ILS OR LOC RWY 11L
TUS	IAP	VOR OR TACAN RWY 11L
TUS	IAP	VOR/DME OR TACAN RWY 29R
TUS	IAP	LOC/DME BC RWY 29R
TUS	IAP	RNAV (GPS) Z RWY 11L
TUS	IAP	RNAV (GPS) RWY 29L
TUS	IAP	RNAV (GPS) RWY 21
TUS	IAP	RNAV (GPS) RWY 11R
TUS	IAP	RNAV (GPS) RWY 03
TUS	IAP	RNAV (RNP) Y RWY 29R
TUS	IAP	RNAV (RNP) Y RWY 11L
TUS	IAP	RNAV (GPS) Z RWY 29R
TUS	MIN	ALTERNATE MINIMUMS
TUS	MIN	TAKEOFF MINIMUMS
TUS	STAR	DINGO FIVE
TUS	STAR	ZONNA ONE (RNAV)
P08	IAP	GPS RWY 23
P08	IAP	VOR/DME RWY 05
P08	MIN	TAKEOFF MINIMUMS
P08	STAR	KOOLY FOUR (RNAV)

****
* VFR - TRAFFIC PATTERN AIRSPACE ANALYSIS *
****

Airspace User: Remington E Leaver

FILE: PH12200A

LATITUDE: 32°-21'-43.8" LONGITUDE: 111°-07'-17.6"

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT..... 70 ft.
OVERALL HEIGHT AMSL.....2205 ft.

Traffic Pattern Airspace, a structure that exceed any of the following maximum
allowable heights is considered to constitute a hazard to air navigation:

(1) The height of the transition surface (other than abeam the runway), the approach slope, the horizontal surface, and the conical surface (as applied to visual approach runways).

(2) Beyond the lateral limits of the conical surface and in the climb/descent area - 350' above airport elevation or the height of part 77.17(a)(2), whichever is greater not to exceed 500' above ground level (AGL). The climb/descent area begins abeam the runway threshold being used and is the area where the pilot is either descending to land on the runway or climbing to pattern altitude after departure.

(3) Beyond the lateral limits of the conical surface and NOT in the climb/descent area of any runway - 500' above Airport Elevation not to exceed 500' AGL.

********** Landing Facility Identifier **********

AVQ

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing Runway 03 Does Not Exceed Runway Visual Approach Slope.

Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 21 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 12 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 30 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

********** Landing Facility Identifier
****

RYN

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing
Runway 06L Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 24R Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 06R Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 24L Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 15 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 33 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Proposed
Runway 06R Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Proposed
Runway 24L Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Proposed
Runway 06L Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Proposed
Runway 24R Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

********** Landing Facility Identifier
****

MZJ

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing
Runway 12 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 30 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

********** Landing Facility Identifier
****

DMA

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing
Runway 12 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 30 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

********** Landing Facility Identifier
****

TUS

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing
Runway 03 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 21 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 11L Does Not Exceed Runway Visual Approach Slope.

Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 29R Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 11R Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 29L Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Proposed
Runway 11R Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Proposed
Runway 29L Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

********** Landing Facility Identifier
****

E77

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing
Runway 11 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 29 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

********** Landing Facility Identifier
****

E60

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing
Runway 02 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 20 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

********** Landing Facility Identifier
****

FAR 77.17(a)(1): DNE - Maximum Height Less Than 499 feet AGL
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
Does Not Exceed VFR Horizontal Surface.
Does Not Exceed VFR Conical Surface.

Existing
Runway 05 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 23 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 17 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

Existing
Runway 35 Does Not Exceed Runway Visual Approach Slope.
Does Not Exceed Runway Visual Transitional Slope.

****
* The above analysis was conducted using default parapeters - Category C *
* aircraft and a maximum of 4 like category aircraft in the VFR -Traffic *
* Pattern at one time.
*
*
*
* To view a graphical image of VFR - Traffic Pattern Airspace for these *
* airports use Terps® Professional Software. Open the airport and Aispace® *
* study. From the Map Menu select 'VFR - Traffic Pattern Airspace'. The *
* proposed structure, airport, and the traffic pattern will now be shown *
* together. Use this information to locate an alternate site if necessary. *
****

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Date: 08-13-2015
Time: 23:15:46

****

* PRIVATE LANDING FACILITIES IN PROXIMITY OF CASE *

****

Airspace User: Remington E Leaver

FILE: PH12200A

LATITUDE: 32°-21'-43.8" LONGITUDE: 111°-07'-17.6"

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT..... 70 ft.
OVERALL HEIGHT AMSL.....2205 ft.

FACIL IDENT	TYP	NAME	BEARING To FACIL	RANGE IN NM	DELTA	ARP ELEVATION	FAR P77	FAA IFR PROCEDURE
3AZ9	HEL	INA ROAD	122.69	3.01	+13			NO
57AZ	AIR	LA CHOLLA AIRPARK	49.99	7.87	-735			NO
2AZ6	HEL	HORIZON	72.43	9.57	-368			NO
65AZ	HEL	ST MARY'S HELISTOP	142.66	10.23	-140			NO
AZ63	AIR	TWIN HAWKS AIRPARK	339.2	10.61	-85			NO
4AZ0	AIR	PALM VALLEY TUCSON	249.1	10.64	+66			NO
0AZ1	AIR	TAYLOR FIELD	250.27	10.91	+75			NO
5AZ4	HEL	UNIVERSITY MEDICAL CENTER HO	129.05	11.46	-354			NO
4AZ8	AIR	THE ULTRALIGHT STRIP	250.33	12.03	+85			NO
AZ37	HEL	TUCSON MEDICAL CENTER	118.24	14.01	-280			NO
AZ67	AIR	EL TIRO	285.98	14.15	+105			NO
AZ84	HEL	PIMA COUNTY SHERIFF'S	142.09	14.44	-295			NO
5AZ5	HEL	SAGUARO	119.57	22.31	-897			NO
70AZ	HEL	RGNL PUBLIC SAFETY TRAINING	142.19	22.35	-375			NO
6AZ8	AIR	FLYING DIAMOND	179.85	25.21	-1595			NO
14AZ	AIR	RUBY STAR AIRPARK	179.95	27.12	-1806			NO
35AZ	AIR	CONTINENTAL	166.66	31.91	-664			NO

37AZ AIR SARITA 331.93 38.95 +741
NO

THE NEAREST PRIVATE USE LANDING FACILITY IS: INA ROAD

INA ROAD is an Airport type landing facility.
Landing facilities with IFR procedures are protected under FAR 77.17(a)(3).

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08-13-2015
23:15:53

The mathematical algorithms used by this program are derived directly from
Federal Aviation Regulations Part 77, sub-part C.

```
*******************************************
*      F.A.R. 77  OBSTRUCTION ANALYSIS      *
*******************************************

Airspace User: Remington E Leaver

FILE: PH12200A

LATITUDE: 32°-21'-43.8"          LONGITUDE: 111°-
07'-17.6"

SITE ELEVATION AMSL......2135 ft.
STRUCTURE HEIGHT.........  70 ft.
OVERALL HEIGHT AMSL......2205 ft.


 77.17(a)(1) A height more than 499 ft. Above Ground Level (AGL).

             ************* DOES NOT EXCEED *************

             THE MAXIMUM ALLOWABLE HEIGHT IS:....... 2634  ft. AMSL

             THE GROUND ELEVATION AT THE SITE IS:... 2135  ft. AMSL

             THE OVERALL CASE ELEVATION IS:......... 2205  ft. AMSL

             THE CASE IS BELOW THE ALLOWABLE BY:.... 429  ft.

                ******************************************
                      BEGIN AIRPORT ANALYSIS FOR AVQ
                ******************************************

 77.17(a)(2) A height AGL or airport elevation, whichever is
higher.

             ************* DOES NOT EXCEED **************

             BECAUSE: Proposed height DNE 200 feet Above Ground
Level.

             THE REFERENCE AIRPORT IDENT IS:........ AVQ

             THE AIRPORT ELEVATION IS:.............. 2031  ft. AMSL

             THE DISTANCE FROM THE CASE TO ARP IS:.. 5.6738
NAUTICAL MILES

             THE BEARING AIRPORT TO CASE IS:........ 119.955
DEGREES

             THE CASE HEIGHT AGL IS:................ 70  ft.

             ALLOWABLE HEIGHT....................... 2602  ft. AMSL


 77.19 (a) A height exceeding a horizontal surface 150 ft. above
           airport elevation within a radius of >> AVQ <<.
```

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.19(b) A height exceeding a conical surface (a slope outward 4000 ft.
from the horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 03/21

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 21.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
122.263 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 12/30

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 30.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
118.994 degrees

THE ABEAM BEARING TO THE CENTERLINE IS.....
225.48 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS.....
135.48 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS.....
8890.1 ft.

THE RUNWAY THRESHOLD ELEVATION IS.....
2031.3 ft. AMSL

THE DISTANCE FROM THRESHOLD + 200' TO THE CASE IS...
31238.151 ft.

THE DISTANCE FROM THRESHOLD + 200' TO NB IS.....
29953.83 ft.

THE CRITICAL WIDTH OF HALF THE APPROACH IS.....
2496.534 ft.

********** DOES NOT EXCEED **********

BEYOND DEFINED APPROACH & TRANSITIONAL AREAS.

RUNWAY CENTERLINE OFFSET IS.....
8890.1 ft.

DISTANCE FROM THE THRESHOLD TO OFFSET IS.....
30153.78 ft.

THE SLOPE OF RUNWAY 30 IS: 20 TO 1.

The FAA has defined this runway as a utility runway. It has a
visual approach. The obstacle surface extends 5000 feet (20:1 Slope)
symmetrically centered along the runway centerline extended. This
airport may have a circling approach. Please review the US Terminal
Procedures volume associated with this airport. If a procedure for
this airport and/or this runway exist, use Terps® Professional
software to determine the height limits (if any) the procedure will
have on the proposed structure. A circling approach to the airport
or any runway can extend out up to 4.5 NM from every runway end.

****
BEGIN AIRPORT ANALYSIS FOR RYN
****

77.17(a)(2) A height AGL or airport elevation, whichever is higher.

********** DOES NOT EXCEED **********

BECAUSE: Location studied is further than 5.99 NM from ARP.

THE REFERENCE AIRPORT IDENT IS:..... RYN

THE AIRPORT ELEVATION IS:..... 2418 ft. AMSL

THE DISTANCE FROM THE CASE TO ARP IS:.. 13.4412 NAUTICAL MILES

THE BEARING AIRPORT TO CASE IS:..... 11.535 DEGREES

THE CASE HEIGHT AGL IS:..... 70 ft.

ALLOWABLE HEIGHT..... 3662 ft. AMSL

77.19 (a) A height exceeding a horizontal surface 150 ft. above airport elevation within a radius of >> RYN <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.19(b) A height exceeding a conical surface (a slope outward 4000 ft.
from the horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 06L/24R

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 24R.

THE BEARING TO THE CASE FROM THE THRESHOLD IS..... 10.111 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 06R/24L

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 24L.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
8.993 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 15/33

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 15.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
13.038 degrees

THE ABEAM BEARING TO THE CENTERLINE IS.....
257.39 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS.....
347.39 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS.....
34960.8 ft.

********** DOES NOT EXCEED **********

CASE MEETS ANGULAR CRITERIA BUT IS LOCATED
GREATER THAN 50,000 ft. FROM THE START OF
ANY APPROACH TYPE, OUT BY 22789.1 feet

****
* BEGIN RUNWAY ANALYSIS *
****

PROPOSED RUNWAY 06R/24L

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 24L.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
8.993 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
* BEGIN RUNWAY ANALYSIS *
****

PROPOSED RUNWAY 06L/24R

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 24R.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
10.045 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
BEGIN AIRPORT ANALYSIS FOR MZJ
****

77.17(a)(2) A height AGL or airport elevation, whichever is higher.

********** DOES NOT EXCEED **********

BECAUSE: Location studied is further than 5.99 NM from ARP.

THE REFERENCE AIRPORT IDENT IS:..... MZJ

THE AIRPORT ELEVATION IS:..... 1893 ft. AMSL

THE DISTANCE FROM THE CASE TO ARP IS:.. 13.6044 NAUTICAL MILES

THE BEARING AIRPORT TO CASE IS:..... 130.553 DEGREES

THE CASE HEIGHT AGL IS:..... 70 ft.

ALLOWABLE HEIGHT..... 3395 ft. AMSL

77.19 (a) A height exceeding a horizontal surface 150 ft. above airport elevation within a radius of >> MZJ <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.19(b) A height exceeding a conical surface (a slope outward 4000 ft.
from the horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 12/30

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 30.

THE BEARING TO THE CASE FROM THE THRESHOLD IS..... 130.369 degrees

THE ABEAM BEARING TO THE CENTERLINE IS..... 224.83 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS..... 134.83 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS..... 6290.7 ft.

********** DOES NOT EXCEED **********

CASE MEETS ANGULAR CRITERIA BUT IS LOCATED
GREATER THAN 50,000 ft. FROM THE START OF
ANY APPROACH TYPE, OUT BY 28851.7 feet

****
BEGIN AIRPORT ANALYSIS FOR DMA
****

77.17(a)(2) A height AGL or airport elevation, whichever is higher.

********** DOES NOT EXCEED **********

BECAUSE: Location studied is further than 5.99 NM from ARP.

THE REFERENCE AIRPORT IDENT IS:..... DMA

THE AIRPORT ELEVATION IS:..... 2704 ft. AMSL

THE DISTANCE FROM THE CASE TO ARP IS:.. 16.8713 NAUTICAL MILES

THE BEARING AIRPORT TO CASE IS:..... 314.074 DEGREES

THE CASE HEIGHT AGL IS:..... 70 ft.

ALLOWABLE HEIGHT..... 4291 ft. AMSL

77.21(a)(1) A height exceeding military inner horizontal surface 150'
above airport elevation within a 7,500 feet of >> DMA <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.21(a)(2) A height exceeding military conical surface (a slope outward
7,000' from the inner horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

77.21(a)(3) A height exceeding military outer horizontal surface 500'

above airport elevation between 14,500' and 44,500' of >> DMA <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 12/30

77.21(b)(1) A height exceeding military primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.21(b)(2) A height exceeding military clear zone surface.

********** DOES NOT EXCEED **********

NOT WITHIN MILITARY RUNWAY CLEAR ZONE SURFACE

77.21(b)(3) A height exceeding military approach surface of RUNWAY 12.

THE BEARING TO THE CASE FROM THE THRESHOLD IS..... 313.846 degrees

THE ABEAM BEARING TO THE CENTERLINE IS..... 227.4 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS..... 317.4 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS..... 5938.6 ft.

********** DOES NOT EXCEED **********

CASE MEETS ANGULAR CRITERIA BUT IS LOCATED GREATER THAN 50,000 ft. FROM THE START OF ANY APPROACH TYPE, OUT BY 45474.9 feet

****
BEGIN AIRPORT ANALYSIS FOR TUS
****

77.17(a)(2) A height AGL or airport elevation, whichever is higher.

********** DOES NOT EXCEED **********

BECAUSE: Location studied is further than 5.99 NM from ARP.

THE REFERENCE AIRPORT IDENT IS:..... TUS

THE AIRPORT ELEVATION IS:..... 2643 ft. AMSL

THE DISTANCE FROM THE CASE TO ARP IS:.. 17.36 NAUTICAL MILES

THE BEARING AIRPORT TO CASE IS:..... 328.112 DEGREES

THE CASE HEIGHT AGL IS:..... 70 ft.

ALLOWABLE HEIGHT..... 4279 ft. AMSL

77.19 (a) A height exceeding a horizontal surface 150 ft. above airport elevation within a radius of >> TUS <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.19(b) A height exceeding a conical surface (a slope outward 4000 ft.
from the horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 03/21

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 21.

THE BEARING TO THE CASE FROM THE THRESHOLD IS..... 326.687 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 11L/29R

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 11L.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
328.355 degrees

THE ABEAM BEARING TO THE CENTERLINE IS.....
225.03 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS.....
315.03 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS.....
23484.4 ft.

********** DOES NOT EXCEED **********

CASE MEETS ANGULAR CRITERIA BUT IS LOCATED
GREATER THAN 50,000 ft. FROM THE START OF
ANY APPROACH TYPE, OUT BY 49228.6 feet

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 11R/29L

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 11R.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
328.747 degrees

THE ABEAM BEARING TO THE CENTERLINE IS.....
225.03 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS.....
315.03 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS.....
24198.8 ft.

********** DOES NOT EXCEED **********

CASE MEETS ANGULAR CRITERIA BUT IS LOCATED
GREATER THAN 50,000 ft. FROM THE START OF
ANY APPROACH TYPE, OUT BY 49172.9 feet

****
* BEGIN RUNWAY ANALYSIS *
****

PROPOSED RUNWAY 11R/29L

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 11R.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
328.747 degrees

THE ABEAM BEARING TO THE CENTERLINE IS.....
225.03 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS.....
315.03 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS.....
24192.7 ft.

********** DOES NOT EXCEED **********

CASE MEETS ANGULAR CRITERIA BUT IS LOCATED
GREATER THAN 50,000 ft. FROM THE START OF
ANY APPROACH TYPE, OUT BY 49174.2 feet

****
BEGIN AIRPORT ANALYSIS FOR E77
****

77.17(a)(2) A height AGL or airport elevation, whichever is
higher.

********** DOES NOT EXCEED **********

BECAUSE: Location studied is further than 5.99 NM from
ARP.

THE REFERENCE AIRPORT IDENT IS:..... E77

THE AIRPORT ELEVATION IS:..... 3271 ft. AMSL

THE DISTANCE FROM THE CASE TO ARP IS:.. 29.1369 NAUTICAL MILES

THE BEARING AIRPORT TO CASE IS:..... 235.572 DEGREES

THE CASE HEIGHT AGL IS:..... 70 ft.

ALLOWABLE HEIGHT..... 6084 ft. AMSL

77.19 (a) A height exceeding a horizontal surface 150 ft. above airport elevation within a radius of >> E77 <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.19(b) A height exceeding a conical surface (a slope outward 4000 ft.
from the horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 11/29

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 11.

THE BEARING TO THE CASE FROM THE THRESHOLD IS..... 234.869 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
BEGIN AIRPORT ANALYSIS FOR E60
****

77.17(a)(2) A height AGL or airport elevation, whichever is higher.

********** DOES NOT EXCEED **********

BECAUSE: Location studied is further than 5.99 NM from ARP.

THE REFERENCE AIRPORT IDENT IS:..... E60

THE AIRPORT ELEVATION IS:..... 1511 ft. AMSL

THE DISTANCE FROM THE CASE TO ARP IS:.. 35.5582 NAUTICAL MILES

THE BEARING AIRPORT TO CASE IS:..... 138.586 DEGREES

THE CASE HEIGHT AGL IS:..... 70 ft.

ALLOWABLE HEIGHT..... 5590 ft. AMSL

77.19 (a) A height exceeding a horizontal surface 150 ft. above airport elevation within a radius of >> E60 <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.19(b) A height exceeding a conical surface (a slope outward 4000 ft.
from the horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 02/20

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 02.

THE BEARING TO THE CASE FROM THE THRESHOLD IS..... 138.031 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
BEGIN AIRPORT ANALYSIS FOR P08
****

77.17(a)(2) A height AGL or airport elevation, whichever is higher.

********** DOES NOT EXCEED **********

BECAUSE: Location studied is further than 5.99 NM from ARP.

THE REFERENCE AIRPORT IDENT IS:..... P08

THE AIRPORT ELEVATION IS:..... 1576 ft. AMSL

THE DISTANCE FROM THE CASE TO ARP IS:.. 37.677 NAUTICAL MILES

THE BEARING AIRPORT TO CASE IS:..... 155.885 DEGREES

THE CASE HEIGHT AGL IS:..... 70 ft.

ALLOWABLE HEIGHT..... 5802 ft. AMSL

77.19 (a) A height exceeding a horizontal surface 150 ft. above airport elevation within a radius of >> P08 <<.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED HORIZONTAL SURFACE AREA

77.19(b) A height exceeding a conical surface (a slope outward 4000 ft.
from the horizontal surface at 20/1 ratio).

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED CONICAL SURFACE AREA

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 05/23

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 05.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
155.112 degrees

********** DOES NOT EXCEED **********

OUTSIDE APPROACH ANGULAR CRITERIA FOR THIS RUNWAY.

****
* BEGIN RUNWAY ANALYSIS *
****

EXISTING RUNWAY 17/35

77.19(c) A height exceeding runway primary surface.

********** DOES NOT EXCEED **********

NOT WITHIN SPECIFIED RUNWAY PRIMARY SURFACE

77.19(d) A height exceeding an approach surface of RUNWAY 35.

THE BEARING TO THE CASE FROM THE THRESHOLD IS.....
155.683 degrees

THE ABEAM BEARING TO THE CENTERLINE IS.....
90.1 degrees

THE CENTERLINE OUTBOUND TRUE BEARING IS.....
180.1 degrees

THE ABEAM DISTANCE TO CENTERLINE FROM CASE IS.....
94037.9 ft.

********** DOES NOT EXCEED **********

CASE MEETS ANGULAR CRITERIA BUT IS LOCATED
GREATER THAN 50,000 ft. FROM THE START OF
ANY APPROACH TYPE, OUT BY 155885 feet

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****
* AIRWAY ANALYSIS *
* FAR 77.17(a)(4) (EN ROUTE CRITERIA) *
* MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA) *
* MINIMUM ENROUTE ALTITUDE (MEA) *
****

Airspace User: Remington E Leaver

FILE: PH12200A

LATITUDE: 32°-21'-43.8" LONGITUDE: 111°-07'-17.6"

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT..... 70 ft.
OVERALL HEIGHT AMSL.....2205 ft.

FAR 77.17(a)(4) - EN ROUTE CRITERIA
MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

AIRWAY	SEQUENCE	LATITUDE	LONGITUDE	MEA	LENGTH (NM)
T306	130	32-49-35.82N	111-38-31.92W	6500	57.28
T306	140	32-05-42.734N	110-54-53.48W	10700	

Minimum Obstacle Clearance Altitude (MOCA) is: 6500 AMSL.

Proposed structure is between the above points along Airway T306. The Abeam distance from the course centerline is 2.21 NM. The proposed structure is within the width of the primary area of this airway. The width of the primary area of this airway is 8 NM. The minimum en route altitude (MEA) for this airway segment Is 6500 feet AMSL. Any Height above 4500 feet AMSL will not be approved. Your proposed structure must remain below this value.

LOW ALTITUDE AIRWAY

AIRWAY	SEQUENCE	LATITUDE	LONGITUDE	MEA	LENGTH (NM)
V16	340	32-21-03.8N	111-10-02.9W	6500	20
V16	350	32-05-42.734N	110-54-53.48W	11500	

Minimum Obstacle Clearance Altitude (MOCA) is: 6500 AMSL.

Proposed structure is between the above points along Airway V16. The
Abeam distance from the course centerline is 2.22 NM. The proposed
structure is within the width of the primary area of this airway. The
width of the primary area of this airway is 8 NM. The minimum en route
altitude (MEA) for this airway segment Is 6500 feet AMSL. Any Height
above 4500 feet AMSL will not be approved. Your proposed structure
must remain below this value.

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The mathematical algorithms used by this program are derived directly from
Federal Aviation Regulations Part 77, sub-part C.

```
**********************************************************
         *          IFR RUNWAY DEPARTURE SURFACE ANALYSIS
*

**********************************************************

                                  FILE: PH12200A

          LATITUDE: 32°-21'-43.8"          LONGITUDE: 111°-07'-
17.6"

          SITE ELEVATION AMSL.....2135 ft.
          STRUCTURE HEIGHT.........  70 ft.
          OVERALL HEIGHT AMSL.....2205 ft.


          An airport with at least one instrument approach
procedure (IAP) will
          require all airport runways to be analyzed using 40:1
criteria for
          Departures. FAA application of the 40:1 screening
criteria extendes
          22.09 nautical miles and 180° semi-circle area around
the Runway
          centerline extended. Penetration ofthe 40:1 surface will
result
          initially in a determination of presumed hazard(DPH). An
extended
          study is normally required to remove the DPH.

          A specified climb gradient (CG) greater than the
standard (200 ft/nm) is
          sometimes necessary to allow acceptable obstacle
clearance. Should the
          proposed location exceed the maximum height you may need
to determine if
          there is a published climb gradient and conduct
additional calculations
          to determine if the climb gradient will provide proper
clearance for the
          proposed structure. Should you require additional
assistance please
          contact Federal Airways & Airspace or another
aeronautical consult to
          perform these calculations.


          Ident  Dep Rwy  Elev   Distance  40:1  Max Hgt   CG
Rwy Status
          -----  -------  -----  --------  ----  -------  ----   -
-----------
          AVQ    03       2024.     33576  DNE   Below    DNE
Existing Rwy
          AVQ    12       2031.     31430  DNE   Below    DNE
Existing Rwy
          RYN    06L      2396.     80006  DNE   Below    DNE
Existing Rwy
```

RYN	06R	2402.	79930	DNE	Below	DNE
Existing Rwy						
RYN	33	2384.	80947	DNE	Below	DNE
Existing Rwy						
RYN	06R	2402.	79931	DNE	Below	DNE
Proposed Rwy						
RYN	06L	2396.	79955	DNE	Below	DNE
Proposed Rwy						
MZJ	12	1893.	79290	DNE	Below	DNE
Existing Rwy						
DMA	30	2589.	95672	DNE	Below	DNE
Existing Rwy						
TUS	03	2569.	100666	DNE	Below	DNE
Existing Rwy						
TUS	29R	2578.	102128	DNE	Below	DNE
Existing Rwy						
TUS	29L	2573.	102239	DNE	Below	DNE
Existing Rwy						
TUS	29L	2572	102239	DNE	Below	DNE
Proposed Rwy						
E77	29	3269.	176255	DNE	Beyond	DNE
Existing Rwy						
E60	20	1511.	215711	DNE	Beyond	DNE
Existing Rwy						
P08	23	1549.	229269	DNE	Beyond	DNE
Existing Rwy						
P08	17	1575.	226282	DNE	Beyond	DNE
Existing Rwy						

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**************************************
*    NAVAIDS IN PROXIMITY OF CASE    *
**************************************

FILE: PH12200A

LATITUDE: 32°-21'-43.8"        LONGITUDE: 111°-
07'-17.6"

SITE ELEVATION AMSL......2135 ft.
STRUCTURE HEIGHT.........  70 ft.
OVERALL HEIGHT AMSL......2205 ft.
```

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRD ANGLE	APCH BEAR
AVQ	NDB	I	24	301.93	34192	+184	AZ	MARANA	.31	
IVI	LOCALIZER	I	111.1	188.17	79215	-198	AZ	RWY 06R RYAN FIEL	-.14	58
IVI	GLIDE SLOPE	I	331.7	192.01	82009	-193	AZ	RWY 06R RYN	-.13	58
RYN	ATCT	ON	A/G	190.64	82129	-295	AZ	RYAN FIELD	-.21	
RYN	NDB	I	33	188.62	82201	-215	AZ	RYAN	-.15	
DMA	LOCALIZER	U	109.3	133.77	93736	-367	AZ	RWY 30 DAVIS MONT	-.22	305
DMA	ATCT	ON	A/G	134.59	101551	-599	AZ	DAVIS-MONTHAN AFB	-.34	
TUS	ATCT	ON	A/G	147.29	102893	-527	AZ	TUCSON INTL	-.29	
TUS	GLIDE SLOPE	I	333.5	148.43	103141	-375	AZ	RWY 11L TUS	-.21	123
DMA	RADAR	ON		135.41	103299	-514	AZ	DAVIS-MONTHAN AFB	-.29	
DMA	TACAN	R	NA	134.75	104645	-457	AZ	DAVIS MONTHAN	-.25	
IVI	MK	I	75.0	208.25	105105	-253	AZ	RWY 06R RYAN FIEL	-.14	
DMA	GLIDE SLOPE	I	332.0	134.53	107911	-486	AZ	RWY 30 DMA	-.26	305
DMA	MK	I	75.0	134.46	113494	+2205	AZ	RWY 30 DAVIS MONT	1.11	
TUS	LOCALIZER	I	111.7	146.86	114764	-455	AZ	RWY 11L TUCSON IN	-.23	123
TUS	VORTAC	I	116.0	146.7	116276	-466	AZ	TUCSON	-.23	
RBJ	NDB	I	22	215.1	128222	-402	AZ	ROBLES	-.18	
EMX	RADAR WXL	Y		138.39	228449	-3114	AZ	SAHURITA	-.78	

THE NEAREST AIR NAVIGATION FACILITY TO CASE COORDINATES IS: AVQ

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****
* COMMMUNICATION FACILITIES IN PROXIMITY OF CASE *
****

Airspace User: Remington E Leaver

FILE: PH12200A

LATITUDE: 32°-21'-43.8" LONGITUDE: 111°-07'-17.6"

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT..... 70 ft.
OVERALL HEIGHT AMSL.....2205 ft.

IDENT	FACILITY	LOCATION NAME	ST	BEARING (deg) Case to FAC	DISTANCE (ft)
AVQ	AWOS-3	MARANA	AZ	301.87	33555
RYN	AWOS-3	TUCSON	AZ	191.54	81670
RYN	ATCT	RYAN FIELD	AZ	190.62	82133
DMA	ATCT	DAVIS-MONTHAN AFB	AZ	134.58	101589
TUS	ATCT	TUCSON INTL	AZ	147.29	102957
DMA	ASR	DAVIS-MONTHAN AFB	AZ	135.43	103354
TUS	ATIS	TUCSON INTL	AZ	150.54	104242
TUS	ASOS	TUCSON	AZ	148.15	105435
TUS	EFAS	TUCSON	AZ	81.92	121022
4ML	EFAS	MOUNT LEMMON	AZ	82.11	123995
E77	AWOS-3	SAN MANUEL	AZ	55.85	176671
EMX	NEXRAD	SAHURITA	AZ	138.39	228449
P08	AWOS-3	COOLIDGE	AZ	335.86	228872

THE NEAREST COMMUNICATION FACILITY TO CASE COORDINATES IS: AVQ

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*****************************************
                              *        NOS OBSTRUCTIONS NEAR CASE
*

*****************************************
                                    Obstacle Search Range = 40000

          Airspace User: Remington E Leaver

          FILE: PH12200A

          LATITUDE: 32-21-43.8          LONGITUDE: 111-07-17.6

          SITE ELEVATION AMSL......2135 ft.
          STRUCTURE HEIGHT.........  70 ft.
          OVERALL HEIGHT AMSL......2205 ft.


  TYPE
A A M FAA            JULIAN
V OBSTACLE    CITY            ST LATITUDE    LONGITUDE     RANGE
DEG QUAN AMSL  AGL  L H V K NUMBER          DATE    A
- ----------- --------------- -- ---------- ------------  ----- -
-- ----- ----- ---- - - - - -------------- ------- -
O TOWER       TUCSON          AZ 32-22-21.00 111-05-54.00   8096
62 1    2529  0387 R 5 E M                2014152 C
O TOWER       MARANA          AZ 32-24-01.90 111-07-37.20  14057
353 1    2274  0192 N 1 A N 2012AWP02330OE 2013081 A
O STACK       RILLITO         AZ 32-24-35.00 111-08-59.00  19364
333 3    2288  0225 U 3 C U                 2014152 C
O TOWER       MARANA          AZ 32-19-45.00 111-03-42.00  22052
123 1    2708  0500 R 2 C M 1998AWP03011OE 2002160 C
O TOWER       TUCSON          AZ 32-26-39.00 111-05-29.00  31252
17 5    2906  0304 R 5 E M                2014152 C
O TOWER       MARANA          AZ 32-26-35.47 111-04-51.62  32023
23 1    2767  0087 N 1 A N 2012AWP06370OE 2012257 C
O POLE        TUCSON          AZ 32-24-11.12 111-13-13.92  33991
296 1    2073  0052 U 2 C U                 2013156 A
O POLE        TUCSON          AZ 32-24-11.13 111-13-16.03  34154
296 1    2051  0031 U 1 B U                 2013156 A
O POLE        TUCSON          AZ 32-24-09.36 111-13-18.15  34241
295 1    2034  0014 U 1 B U                 2013156 A
O BLDG        TUCSON          AZ 32-24-11.03 111-13-18.37  34331
296 1    2048  0028 R 1 B N                 2014227 C
O TOWER       ORD CITY        AZ 32-20-15.00 111-00-49.00  34524
105 1    2500  0100 N 5 E N                 2014152 C
O BLDG        TUCSON          AZ 32-24-18.64 111-13-22.85  35014
297 1    2036  0016 U 1 B U                 2013156 A
O BLDG        TUCSON          AZ 32-24-17.79 111-13-23.87  35054
296 1    2036  0016 U 1 B U                 2013156 A
O BLDG        TUCSON          AZ 32-24-16.94 111-13-24.89  35094
296 1    2035  0015 U 1 B U                 2013156 A
O BLDG        TUCSON          AZ 32-24-16.10 111-13-25.90  35135
296 1    2035  0016 U 1 B U                 2013156 A
O POLE        TUCSON          AZ 32-24-10.48 111-13-29.52  35171
295 1    2048  0030 U 1 B U                 2013156 A
O POLE        TUCSON          AZ 32-24-09.32 111-13-32.74  35373
295 1    2049  0033 U 1 B U                 2013156 A
```

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DEFINITIONS:

The data for each obstacle record is in the following format:

Field	Data Element	Description
1	"O" or "U"	Verification Status "O": verified "U": unverified
2	Obstacle Type	1. Arch 15. Plant 2. Balloon 16. Pole 3. Bridge 17. Rig 4. Bldg 18. Refinery 5. Bldg-Twr 19. Sign 6. Catenary 20. Spire 7. Cool TWR 21. Stack 8. Crane 22. Stacks 9. Crane T 23. Tank 10. Ctrl Twr 24. T-L Twr 11. Dam 25. Tower 12. Dome 26. Towers 13. Elevator 27. Tramway 14. Monument 28. Windmill
3	City Name	City
4	State Identifier	State
5	Latitude	Latitude (NAD 1883)
6	Longitude	Longitude (NAD 1983)
7	Range	Distance from Aeronautical Study to NOS Obstruction (feet)
8	DEG	Bearing from Aeronautical Study to NOS Obstruction (feet)

9	Freq	Charted AM station Frequency
10	AMSL	Above Mean Sea Level Height (Feet)
11	AGL	Above Ground Level Height (Feet)
12	Strobe Indicator	(L)ighting, type of "S": High Intensity White Strobe Lighting "M": Medium Intensity White Strobe Lighting "R": Red Lighting "H": Dual, Red with HIGH Intensit White Strobe "D": Dual, Red with MEDIUM Intensity White Strobe "F": Flood Lights "N": No Lights "L": Other, Lighting not listed above
13, 14	Accuracy H V	A A Horizontal, Vertical Accuracy

HORIZONTAL		
Code	Tolerance	Code
1	+-15'	A
2	+-50'	B
3	+-100'	C
4	+-250'	D
5	+-500'	E
6	+-1000'	F
7	+-1/2 NM	G
8	+-1M	H

VERTICAL

--

Tolerance

+-3'

+-10'

+-20'

+-50'

+-125'

+-250'

+-500'

+-1000'

		9 Unknown	I

Unknown

15	Mark Indicator "Y" or "N"	Painted/Marked Yes or No	
16	FAA Study Number or NOS Source Code	NOS Source Code (when FAA study number is not available)	
		99CF0000	7610 Form
		99AM0000	FCC AM List
		99FM0000	FCC FM List
		99FC0000	Flight

Check

		99SP0000	Stereoplot
		99IP0000	IAP

Procedures

		99VR0000	Visual

Reported

		99LR0000	Letter

Reported

		99TR0000	Telephone

Reported

		99MS0000	MSAW

Reported

		99OC####	OC Charts
		99HC0000	Horizontal

Ctrl Data

		99LM0000	Landmark

for Charts

17	Action: A, C, D, Julian Date	Add, Change, Dismantle, Date of Action *

* A revision has been made to the Julian date field by NOS in order to comp
issues. The numeric, 5-digit field (YYDDD) has changed to an alphanumeric
field. The new format has a distinctive letter to indicate Y2K compliance
character of the Julian date (jdate) field will be a letter. The remainin
will be numeric. The sequence will begin with A0001 = January 1, 2000. It
with:

A1001 = January 1, 2001
A2001 = January 1, 2002
A3001 = January 1, 2003

A9001 = January 1, 2009

B0001 = January 1, 2010

```
*****************************************
                          *    FCC REGISTERED ANTENNA STRUCTURES
*

*****************************************
                          ASR Search Range = 40000

          FILE: PH12200A

          LATITUDE: 32°-21'-43.8"         LONGITUDE: 111°-07'-
17.6"

          SITE ELEVATION AMSL......2135 ft.
          STRUCTURE HEIGHT.........  70 ft.
          OVERALL HEIGHT AMSL......2205 ft.


STRUCTURE REGISTER FILE NUM  FAA STUDY NUMBER LATITUDE
LONGITUDE     GROUND  AGL    AMSL   DIST DIR
--------- -------- --------- ---------------- ----------- --------
---- ------- ---- ------- ------ ---
TOWER     1003921  A0296408                   32-22-21.00 111-05-
54.00   651.7  115   768.4   8096  62
MAST      1283612  A0953490  2012-AWP-2248-OE 32-23-33.80 111-08-
48.41   732.7   25   758.6  13574 325
TOWER     1001815  A0364011  01-AWP-3476-OE   32-23-34.70 111-08-
48.99   726.3   33   759.8  13677 325
TOWER     1218247  A0183860  00-AWP-2576-OE   32-23-33.99 111-08-
52.01   732.1   25   758.0  13769 324
MAST      1283864  A0953524  2012-awp-2330-oe 32-24-01.90 111-07-
37.19   634.6   58   693.1  14057 353
POLE      1261927  A0932649  2008-AWP-142-OE  32-22-22.10 111-04-
21.30   697.9   18   716.2  15608  76
POLE      1261931  A0932653  2008-AWP-140-OE  32-21-52.20 111-03-
19.31   717.0   30   747.5  20456  88
POLE      1065224  A0782473  99-AWP-0640-OE   32-20-06.99 111-03-
42.00   707.1   33   740.6  20924 118
TOWER     1016538  A0786503  98-AWP-3246-OE   32-19-44.99 111-03-
42.19   673.2  197   871.4  22037 123
POLE      1261929  A0932651  2008-AWP-139-OE  32-22-45.69 111-03-
04.10   732.7   33   766.2  22624  74
POLE      1037015  A0043659  97-AWP-3158-OE   32-19-38.99 111-03-
10.00   677.2   30   707.3  24704 121
TOWER     1219190  A0620997  00-AWP-3312-OE   32-19-34.49 111-03-
06.41   676.0   45   724.8  25203 121
TOWER     1252051  A0542032  2005-AWP-6368-OE 32-23-11.99 111-11-
54.41   626.7   18   644.9  25359 291
POLE      1261926  A0932648  2008-AWP-144-OE  32-20-47.79 111-02-
19.99   695.4   39   735.0  26150 103
POLE      1267463  A0761759  2009-AWP-851-OE  32-24-04.09 111-02-
45.39   781.8   15   797.0  27312  59
TOWER     1253802  A0932567  2006-AWP-2113-OE 32-22-06.70 111-13-
10.98   633.6   30   664.9  30400 274
5TA1      1010635  A0012736                   32-26-30.99 111-05-
30.00   780.4   92   872.4  30455  18
5TA2      1010636  A0012737                   32-26-34.00 111-05-
30.99   780.4   92   872.4  30719  17
```

```
5TA3      1010637  A0012738                        32-26-37.00 111-05-
34.01   780.4   92   872.4  30933  17
5TA5      1010639  A0012740                        32-26-38.00 111-05-
32.00   780.4   92   872.4  31080  17
5TA4      1010638  A0012739                        32-26-39.99 111-05-
35.00   780.4   92   872.4  31199  16
5TA1      1010635  A0012736                        32-26-39.00 111-05-
27.00   780.4   92   872.4  31304  18
5TA2      1010636  A0012737                        32-26-39.00 111-05-
27.00   780.4   92   872.4  31304  18
5TA3      1010637  A0012738                        32-26-39.00 111-05-
27.00   780.4   92   872.4  31304  18
5TA4      1010638  A0012739                        32-26-39.00 111-05-
27.00   780.4   92   872.4  31304  18
5TA5      1010639  A0012740                        32-26-39.00 111-05-
27.00   780.4   92   872.4  31304  18
POLE      1268746  A0930228  2014-AWP-1990-OE      32-22-05.50 111-13-
22.00   633.3   25   660.7  31333 274
TOWER     1273956  A0762194  2010-AWP-2066-OE      32-19-46.30 111-13-
00.90   672.4   19   692.2  31757 248
POLE      1218125  A0269977  00-AWP-2508-OE        32-26-35.99 111-04-
51.98   816.9   22   839.8  32060  23
POLE      1256631  A0621057  2006-AWP-5588-OE      32-17-37.39 111-03-
19.59   712.6   19   737.9  32205 141
POLE      1009914  A0011874  96-AWP-3071-OE        32-23-04.00 111-00-
51.99   769.3   15   784.5  34051  76
TOWER     1232570  A0248107  91-AWP-0074-NRA       32-24-42.20 111-12-
56.32   616.3   18   634.6  34187 302
POLE      1044445  A0522908  98-AWP-0884-OE        32-20-16.99 111-00-
48.99   731.8   33   765.0  34472 105
TOWER     1019548  A0941587  96-AWP-3308-OE        32-27-10.00 111-05-
13.00   824.6   60   886.8  34653  18
LTOWER    1218331  A0934901  2014-AWP-5835-OE      32-15-55.89 111-07-
00.00  1320.0   61  1381.0  35191 178
TOWER     1200207  A0180423  99-AWP-1010-OE        32-25-23.99 111-01-
08.00   844.2   19   864.0  38724  55
TOWER     1237818  A0896339  2002-AWP-1-OE         32-17-23.30 111-01-
08.30   687.6  213   908.3  41198 130
TOWER     1055166  A0230187  98-AWP-2337-OE        32-17-23.00 111-01-
08.00   687.6  219   908.3  41237 130
TOWER     1006360  A0489476  78-AWE-343-OE         32-17-23.00 111-01-
08.00   687.0  152   840.0  41237 130
POLE      1213638  A0950574  2009-AWP-3213-OE      32-27-03.79 111-12-
19.10   612.0   20   634.5  41400 321
POLE      1261928  A0932650  2008-AWP-141-OE       32-27-06.70 111-12-
19.32   607.0   36   643.6  41642 322
POLE      1001596  A0001704  96-AWP-0239-OE        32-16-52.00 111-00-
38.01   693.0   47   740.0  45226 131


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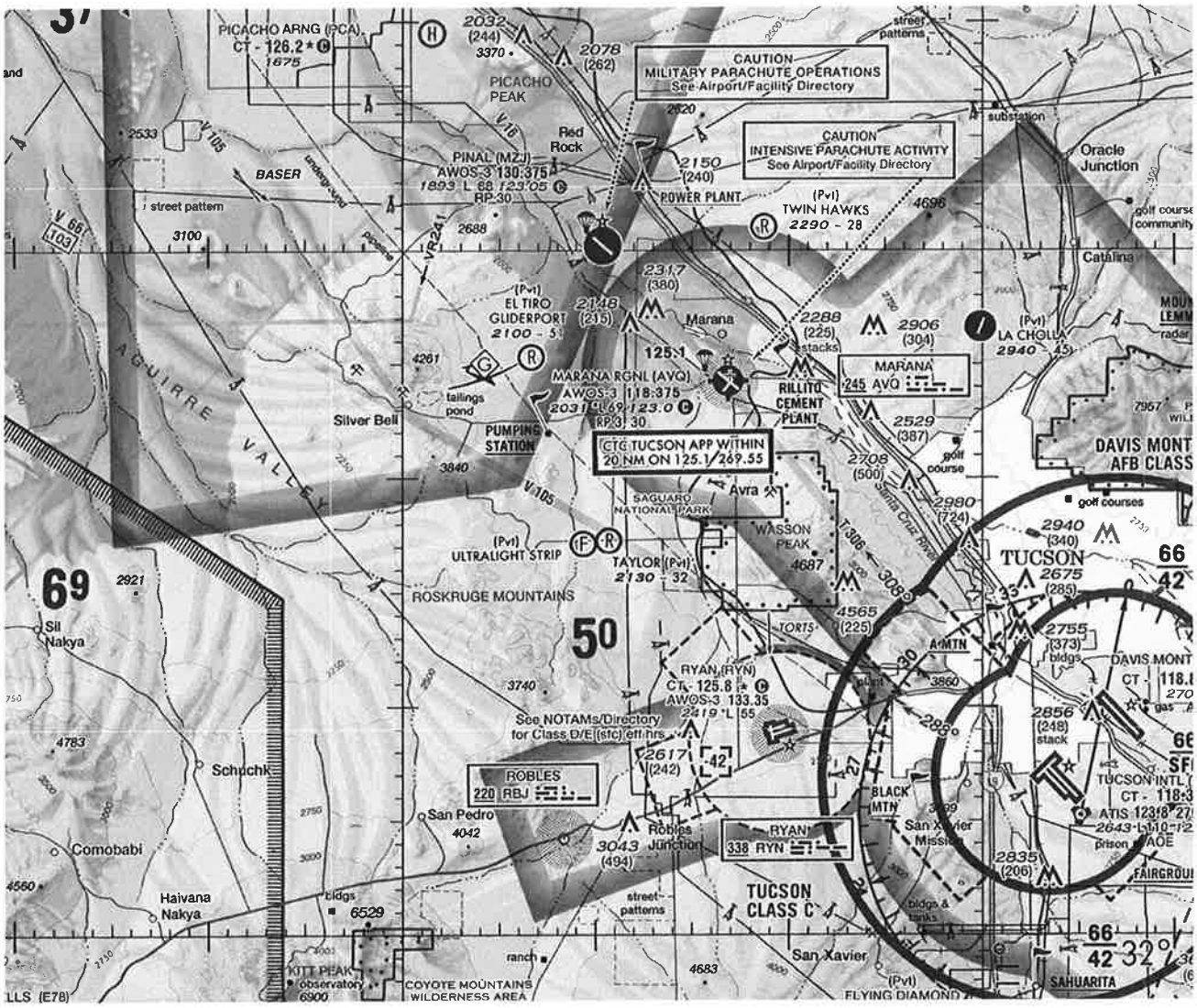
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AIRSPACE/ TERPS REPORT

› TERPS ‹



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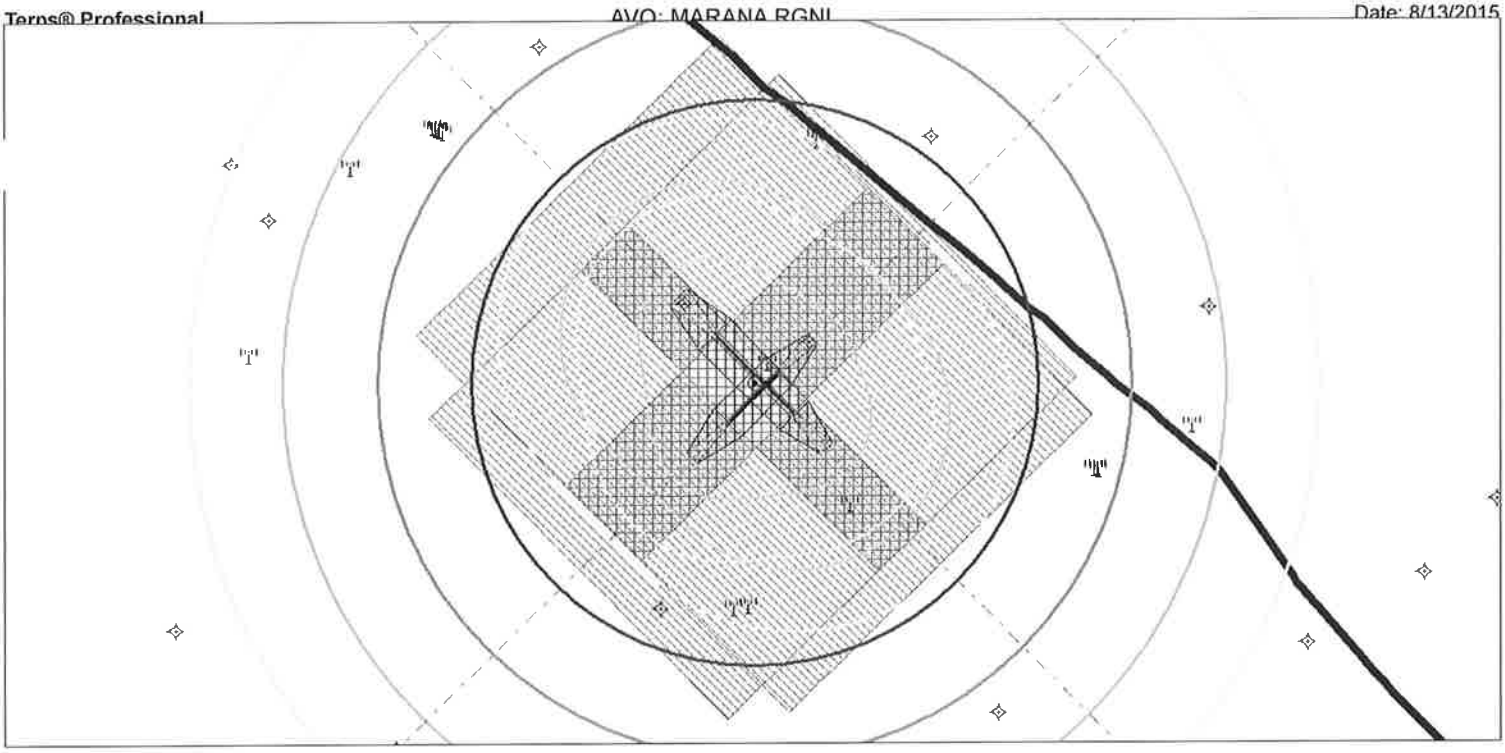


Go Go

Flight Plan

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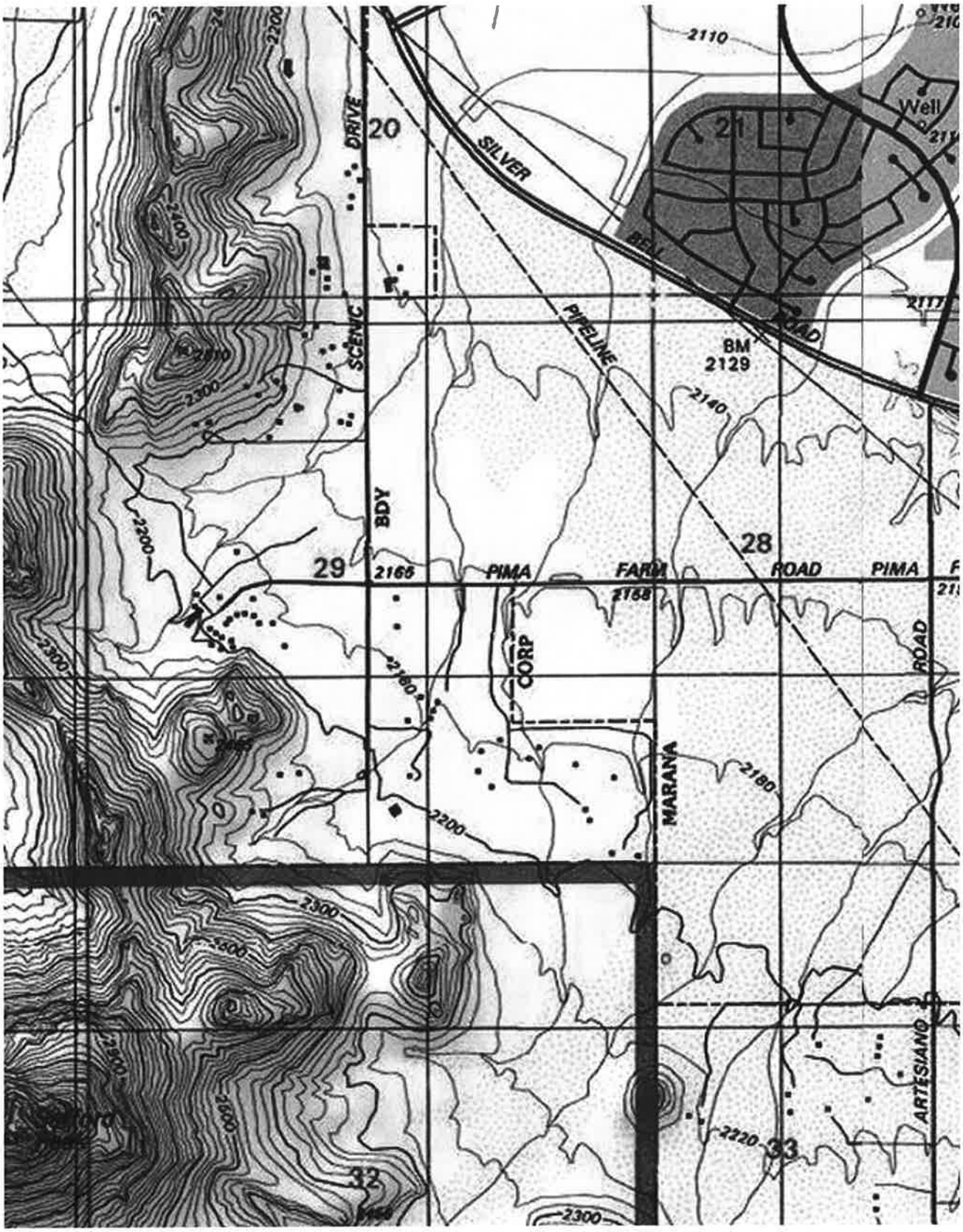


Federal Airways & Airspace®

AIRSPACE/ TERPS REPORT

› TOPO MAP ‹




2110
Well
21
20
SILVER
DRIVE
SCENIC
BELL
ROAD
PIPELINE
BM
2129
2140
2200
2300
2400
BDY
29
28
2165
PIMA
FARM
2168
ROAD
PIMA
CORP
ROAD
MARANA
2180
2220
33
32
ARTESIANO
Google
200 m

AIRSPACE/ TERPS REPORT

› TOWAIR ‹



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TOWAIR Determination Results

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications

NAD83 Coordinates	
Latitude	32-21-43.8 north
Longitude	111-07-17.6 west
Measurements (Meters)	
Overall Structure Height (AGL)	21.3
Support Structure Height (AGL)	21.3
Site Elevation (AMSL)	650.7
Structure Type	
MTOWER - Monopole	

Tower Construction Notifications
Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

AIRSPACE/ TERPS REPORT

› CRANE ‹



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****
* Federal Airways & Airspace *
* Summary Report: New Construction *
* Construction Crane *
****

Airspace User: Remington E Leaver

File: PH12200A

Location: Marana, AZ

Latitude: 32°-21'-43.8" Longitude: 111°-07'-17.6"

SITE ELEVATION AMSL.....2135 ft.
STRUCTURE HEIGHT.....90 ft.
OVERALL HEIGHT AMSL.....2225 ft.

NOTICE CRITERIA
FAR 77.9(a): NNR (DNE 200 ft AGL)
FAR 77.9(b): NNR (DNE Notice Slope)
FAR 77.9(c): NNR (Not a Traverse Way)
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for AVQ
FAR 77.9: NNR (No Expected TERPS® impact RYN)
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required
NNR = Notice Not Required
PNR = Possible Notice Required (depends upon actual IFR procedure)
For new construction review Air Navigation Facilities at bottom
of this report.

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS
FAR 77.17(a)(1): DNE 499 ft AGL
FAR 77.17(a)(2): DNE - Airport Surface
FAR 77.19(a): DNE - Horizontal Surface
FAR 77.19(b): DNE - Conical Surface
FAR 77.19(c): DNE - Primary Surface
FAR 77.19(d): DNE - Approach Surface
FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: AVQ: MARANA RGNL
Type: A RD: 31429.93 RE: 2031.3

```
       FAR 77.17(a)(1):        DNE
       FAR 77.17(a)(2):        DNE - Height No Greater Than 200 feet
AGL.
       VFR Horizontal Surface: DNE
       VFR Conical Surface:    DNE
       VFR Approach Slope:     DNE
       VFR Transitional Slope: DNE

     VFR TRAFFIC PATTERN AIRSPACE FOR: RYN: RYAN FIELD
     Type: A   RD: 79930.38   RE: 2402.8
       FAR 77.17(a)(1):        DNE
       FAR 77.17(a)(2):        DNE - Greater Than 5.99 NM.
       VFR Horizontal Surface: DNE
       VFR Conical Surface:    DNE
       VFR Approach Slope:     DNE
       VFR Transitional Slope: DNE

     TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
       FAR 77.17(a)(3) Departure Surface Criteria (40:1)
       DNE Departure Surface

     MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
       FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
       The Maximum Height Permitted is 4500 ft AMSL

     PRIVATE LANDING FACILITIES
       FACIL                                    BEARING    RANGE  DELTA
ARP FAA
       IDENT TYP NAME                           To FACIL   IN NM
ELEVATION IFR
       ----- --- ------------------------------ --------   -----  -----
---- ---
       3AZ9  HEL INA ROAD                          122.69    3.01
+33
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  13289 feet.

     AIR NAVIGATION ELECTRONIC FACILITIES
       FAC              ST                DIST  DELTA
GRND  APCH
       IDNT    TYPE     AT  FREQ  VECTOR  (ft)  ELEVA ST LOCATION
ANGLE BEAR
       ---- ---------- -- ------ ------ ------ ----- -- -------------
---- ------- ----
       AVQ  NDB         I      24 301.93  34192  +204 AZ MARANA
.34
       RYN  NDB         I      33 188.62  82201  -195 AZ RYAN
-.14
       DMA  RADAR       ON        135.41 103299  -494 AZ DAVIS-MONTHAN
AFB    -.27
       No Impact. This structure does not require Notice based upon
EMI.
```

The studied location is within 20 NM of a Radar facility.
The calculated Radar Line-Of-Sight (LOS) distance is: 122 NM.
This location and height is within the Radar Line-Of-Sight.

DMA TACAN R NA 134.75 104645 -437 AZ DAVIS MONTHAN
-.24
TUS VORTAC I 116.0 146.7 116276 -446 AZ TUCSON
-.22
EMX RADAR WXL Y 138.39 228449 -3094 AZ SAHURITA
-.78

CFR Title 47, §1.30000-§1.30004
AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.
Movement Method Proof as specified in §73.151(c) is not required.
Please review 'AM Station Report' for details.

Nearest AM Station: KUAZ @ 2468 meters.

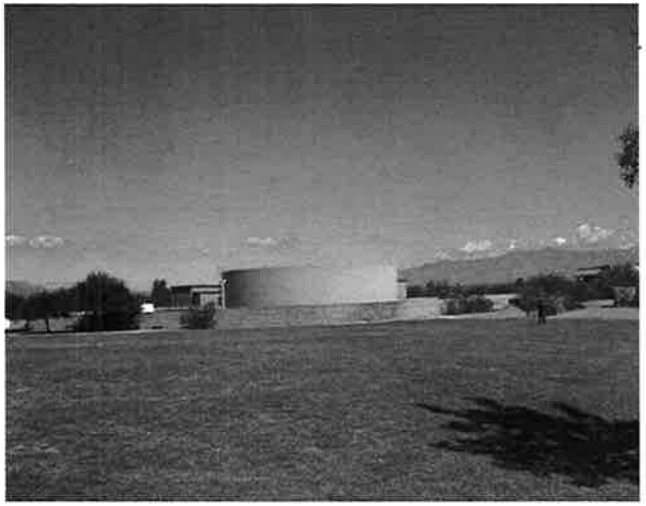
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08-13-2015
23:32:55



PHOTOSIMULATION VIEWPOINT



EXISTING VIEW "A"



PROPOSED VIEW "A"

SITE INFORMATION

PROJECT NUMBER: PH12200A
PROJECT NAME: RATTLESNAKE RIDGE
PROJECT ADDRESS: 8568 N CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

RLS
RELIANT LAND SERVICES
7201 E. CAMELBACK RD. SUITE 310 SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 453-0000 FAX: (602) 453-0003

T··Mobile·
2625 S. PLAZA DR., #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582



PHOTOSIMULATION VIEWPOINT



EXISTING VIEW "B"



PROPOSED VIEW "B"

SITE INFORMATION

PROJECT NUMBER: PH12200A
PROJECT NAME: RATTLESNAKE RIDGE
PROJECT ADDRESS: 8568 N CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

RLS
RELIANT LAND SERVICES
7091 E. CAMELBACK RD. SUITE 210, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 453-0050 FAX (602) 453-0002

T-Mobile
2625 S. PLAZA DR., #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582



PHOTOSIMULATION VIEWPOINT



EXISTING VIEW "C"



PROPOSED VIEW "C"

SITE INFORMATION

PROJECT NUMBER: PH12200A
PROJECT NAME: RATTLESNAKE RIDGE
PROJECT ADDRESS: 8568 N CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

RLS
KELLIANT LAND SERVICES
7550 E. CAMELBACK RD. SUITE 245, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH (602) 453.0050 FAX (602) 453.0002

T-Mobile
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

T-Mobile

SITE NUMBER:	**PH12200A**	**CITY:**	**TOWN OF MARANA**
SITE NAME:	**RATTLESNAKE RIDGE**	**COUNTY:**	**PIMA**
SITE TYPE:	**MONOPALM**	**JURISDICTION:**	**TOWN OF MARANA**

PROJECT SUMMARY:

SITE ADDRESS:
8568 N. CONTINENTAL RESERVE LOOP
TUCSON, AZ 85743

PROPERTY OWNER:
TOWN OF MARANA
11555 W. CIVIC CENTER DRIVE
MARANA, AZ 85653

GEOGRAPHIC COORDINATES:
LATITUDE: 32° 21' 43.8008" N
32.362167
LONGITUDE: -111° 07' 17.601" W
-111.121556

APPLICANT:
T-MOBILE USA
2625 S. PLAZA DR. #400
TEMPE, AZ 85282
PHONE: (602) 638-3000
FAX: (480) 638-2582

BUILDING SUMMARY:
OCCUPANCY CLASSIFICATION: UNMANNED "U" TELECOMMUNICATION FACILITY
ZONING: PRK
ASSESSORS PARCEL NUMBER: 221-21-118A
LEASE AREA: 16'-0" X 16'-0"

SHEET INDEX:

SHEET NUMBER:	DESCRIPTION:
T-1	TITLE SHEET
T-2	GENERAL NOTES, LEGEND & ABBREVIATIONS
LS-1	OVERALL SITE SURVEY
LS-2	SURVEY DETAIL
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN , ANTENNA LAYOUT & EQUIPMENT LAYOUT
A-3	ELEVATIONS
L-1	LANDSCAPE

PROJECT DESCRIPTION :

- (N) (6) ANTENNAS
- (N) (3) REMOTE RADIO UNITS (RRU)
- (N) (1) CABLE DISTRIBUTION BOX (COVP)
- (N) 70'-0" HIGH MONOPALM
- (N) 16'-0" X 16'-0" CMU WALL FENCED EQUIPMENT AREA
- (N) (2) CABLE DISTRIBUTION BOX (COVP)
- (N) (2) EQUIPMENT CABINETS (PURCEL & STACK)
- (N) (1) POWER/TELCO CABINET (PPC)
- (N) (1) FIBER DISTRIBUTION CABINET (NEMA)
- (N) (1) ELECTRICAL METER AND DISCONNECT
- (N) (1) 8'-0" HIGH ICE BRIDGE



CONSULTING TEAM:

SAC/ZONING/PERMITTING:

RELIANT LAND SERVICES, INC
7201 E. CAMELBACK RD. SUITE 310
SCOTTSDALE, AZ 85251
PHONE: (602) 453-0050
FAX: (602) 453-0002

MELISSA PARKER (SAC)
(602) 328-0275
EMAIL: MELISSA.PARKER@RLSUSA.COM

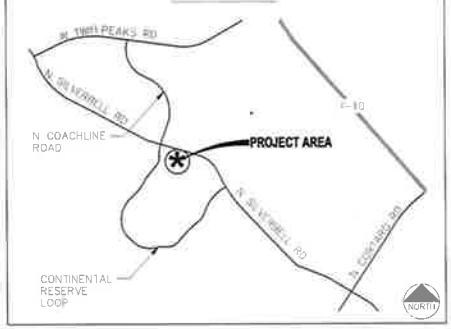
HEATHER CHADWICK (ZONING/PERMITTING)
(480) 275-1609
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ARCHITECTURAL & ENGINEERING:

RELIANT LAND SERVICES, INC
7201 E. CAMELBACK RD, SUITE 310
SCOTTSDALE, AZ 85251
PHONE: (602) 453-0050
FAX: (602) 453-0002

TATIANA JONES (A&E)
(714) 351-8473
EMAIL: TATIANA.JONES@RLSUSA.COM

VICINITY MAP:



DIRECTIONS FROM T-MOBILE TEMPE, AZ OFFICE

1. DEPART S PLAZA DR TOWARD W ALAMEDA DR
2. TURN LEFT ONTO S PRIEST DR
3. TURN LEFT ONTO W BROADWAY RD
4. TAKE RAMP LEFT FOR I-10 E / US-60 E
5. KEEP LEFT TO STAY ON I-10 E
6. AT EXIT 244 TAKE RAMP RIGHT FOR N CASA GRANDE HWY / N I-10 FRONTAGE RD TOWARD TWIN PEAKS RD
7. TURN RIGHT ONTO W TWIN PEAKS RD
8. TURN LEFT ONTO N SILVERBELL RD
9. TURN RIGHT ONTO N CONTINENTAL RESERVE LOOP
10. DESTINATION WILL BE ON THE LEFT

APPLICABLE CODES

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2012 INTERNATIONAL BUILDING CODE
- 2012 INTERNATIONAL RESIDENTIAL CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 INTERNATIONAL PLUMBING CODE
- 2012 INTERNATIONAL ENERGY CONSERVATION CODE
- 2011 NATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL FIRE CODE
- 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE

T-Mobile
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-3000 FAX: (480) 638-2582

PLANS PREPARED BY:
RLS RELIANT LAND SERVICES

CONSULTING GROUP:

NO.	DATE	DESCRIPTION	BY
A	12/10/15	100% ZD	UC
B	01/27/16	REVISED	TJ

SITE INFORMATION:
PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP,
TUCSON, AZ 85743

SEAL:

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

NOTE: ALL ABBREVIATIONS MAY NOT APPLY

A.B.	ANCHOR BOLT	GRND.	GROUND
ABV.	ABOVE	HDR.	HEADER
ACCA	ANTENNA CABLE COVER ASSEMBLY	HGR.	HANGER
ADD'L	ADDITIONAL	HT.	HEIGHT
A.F.F.	ABOVE FINISHED FLOOR	IGGB.	ISOLATED COPPER GROUND BUS
A.F.G.	ABOVE FINISHED GRADE	IN.(")	INCH(ES)
ALUM.	ALUMINUM	INT.	INTERIOR
ALT.	ALTERNATE	LB.(#)	POUND(S)
ANT.	ANTENNA	L.B.	LAG BOLTS
APPRX.	APPROXIMATE(LY)	L.F.	LINEAR FEET (FOOT)
ARCH.	ARCHITECT(URAL)	L.	LONG(ITUDINAL)
AWG.	AMERICAN WIRE GAUGE	MAS.	MASONRY
BLDG.	BUILDING	MAX.	MAXIMUM
BLK.	BLOCK	M.B.	MACHINE BOLT
BLKG.	BLOCKING	MECH.	MECHANICAL
BM.	BEAM	MFR.	MANUFACTURER
B.N.	BOUNDARY NAILING	MIN.	MINIMUM
BTCW.	BARE TINNED COPPER WIRE	MISC.	MISCELLANEOUS
B.O.F.	BOTTOM OF FOOTING	MTL	METAL
B/U	BACK-UP CABINET	(N)	NEW
CAB.	CABINET	NO.(#)	NUMBER
CANT.	CANTILEVER(ED)	N.T.S.	NOT TO SCALE
C.I.P.	CAST IN PLACE	O.C.	ON CENTER
CLG.	CEILING	OPNG.	OPENING
CLR.	CLEAR	P/C	PRECAST CONCRETE
COL.	COLUMN	PCS	PERSONAL COMMUNICATION SERVICES
CONC.	CONCRETE	PLY.	PLYWOOD
CONN.	CONNECTION(OR)	PPC	POWER PROTECTION CABINET
CONST.	CONSTRUCTION	PRC	PRIMARY RADIO CABINET
CONT.	CONTINUOUS	P.S.F.	POUNDS PER SQUARE FOOT
d	PENNY (NAILS)	P.S.I.	POUNDS PER SQUARE INCH
DBL.	DOUBLE	P.T.	PRESSURE TREATED
DEPT.	DEPARTMENT	PWR.	POWER (CABINET)
D.F.	DOUGLAS FIR	QTY.	QUANTITY
DIA.	DIAMETER	RAD.(R)	RADIUS
DIAG.	DIAGONAL	REF.	REFERENCE
DIM.	DIMENSION	REINF.	REINFORCEMENT(ING)
DWG.	DRAWING(S)	REQ'D.	REQUIRED
DWL.	DOWEL(S)	RGS	RIGID GALVANIZED STEEL
EA.	EACH	SCH.	SCHEDULE
EL.	ELEVATION	SHT.	SHEET
ELEC.	ELECTRICAL	SIM.	SIMILAR
ELEV.	ELEVATOR	SPEC.	SPECIFICATION(S)
EMT.	ELECTRICAL METALLIC TUBING	SQ.	SQUARE
E.N.	EDGE NAIL	S.S.	STAINLESS STEEL
ENG.	ENGINEER	STD.	STANDARD
EQ.	EQUAL	STL.	STEEL
EXP.	EXPANSION	STRUC.	STRUCTURAL
EXST.(E)	(E)	TEMP.	TEMPORARY
EXT.	EXTERIOR	THK.	THICK(NESS)
FAB.	FABRICATION(OR)	T.N.	TOE NAIL
F.F.	FINISH FLOOR	T.O.A.	TOP OF ANTENNA
F.G.	FINISH GRADE	T.O.C.	TOP OF CURB
FIN.	FINISH(ED)	T.O.F.	TOP OF FOUNDATION
FLR.	FLOOR	T.O.P.	TOP OF PLATE (PARAPET)
FDN.	FOUNDATION	T.O.S.	TOP OF STEEL
F.O.C.	FACE OF CONCRETE	T.O.W.	TOP OF WALL
F.O.M.	FACE OF MASONRY	TYP.	TYPICAL
F.O.S.	FACE OF STUD	U.G.	UNDER GROUND
F.O.W.	FACE OF WALL	U.L.	UNDERWRITERS LABORATORY
F.S.	FINISH SURFACE	U.N.O.	UNLESS NOTED OTHERWISE
FT.(')	FOOT(FEET)	V.I.F.	VERIFY IN FIELD
FTG.	FOOTING	W	WIDE(WIDTH)
G.	GROWTH (CABINET)	W/	WITH
GA.	GAUGE	WD.	WOOD
GI.	GALVANIZE(D)	W.P.	WEATHERPROOF
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	WT.	WEIGHT
GLB.(GLU-LAM)	GLUE LAMINATED BEAM	℄	CENTERLINE
GPS	GLOBAL POSITIONING SYSTEM	PL	PLATE

ABBREVIATIONS 4

NOTE: ALL SYMBOLS MAY NOT APPLY

- NEW ANTENNA
- (E) ANTENNA
- GROUND ROD
- GROUND BUS BAR
- MECHANICAL GRND. CONN.
- CADWELD
- GROUND ACCESS WELL
- ELECTRIC BOX
- TELEPHONE BOX
- LIGHT POLE
- FND. MONUMENT
- SPOT ELEVATION
- SET POINT
- REVISION
- GRID REFERENCE
- DETAIL REFERENCE
- ELEVATION REFERENCE
- SECTION REFERENCE

- GROUT OR PLASTER
- (E) BRICK
- (E) MASONRY
- CONCRETE
- EARTH
- GRAVEL
- PLYWOOD
- SAND
- WOOD CONTINUOUS
- WOOD BLOCKING
- STEEL
- CENTERLINE
- PROPERTY/LEASE LINE
- MATCH LINE
- WORK POINT
- GROUND CONDUCTOR
- TELEPHONE CONDUIT
- ELECTRICAL CONDUIT (POWER LINE)
- COAXIAL CABLE
- OVERHEAD SERVICE CONDUCTORS
- CHAIN LINK FENCING
- WROUGHT IRON FENCING

LEGENDS 3

GENERAL CONSTRUCTION NOTES:

1. THE FACILITY IS AN UNOCCUPIED TELECOMMUNICATION FACILITY.
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT AND/OR ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
5. CONTRACTOR SHALL CONTACT USA ALERT BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
7. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
9. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS PER QUOTE PROPER SECTION OF IGC.
10. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 16 OF THE UBC REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.
12. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATION MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
13. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT (E) IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF T-MOBILE.
14. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
15. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING (SHEET LS1), SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT AND/OR ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT AND/OR ENGINEER.
16. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED AND/OR FLASHED AND MADE WATERTIGHT USING LIKE MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM ARCHITECT/ENGINEER, IF NECESSARY, BEFORE PROCEEDING.

GENERAL CONSTRUCTION NOTES 1

T-Mobile

2625 S. PLAZA DR. #100, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

PLANS PREPARED BY:

RLS
RELIANT LAND SERVICES

CONSULTING GROUP:

NO.	DATE	DESCRIPTION	BY
A	12/10/15	FOR ZD	MC
1	01/27/16	REVISED	TJ

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

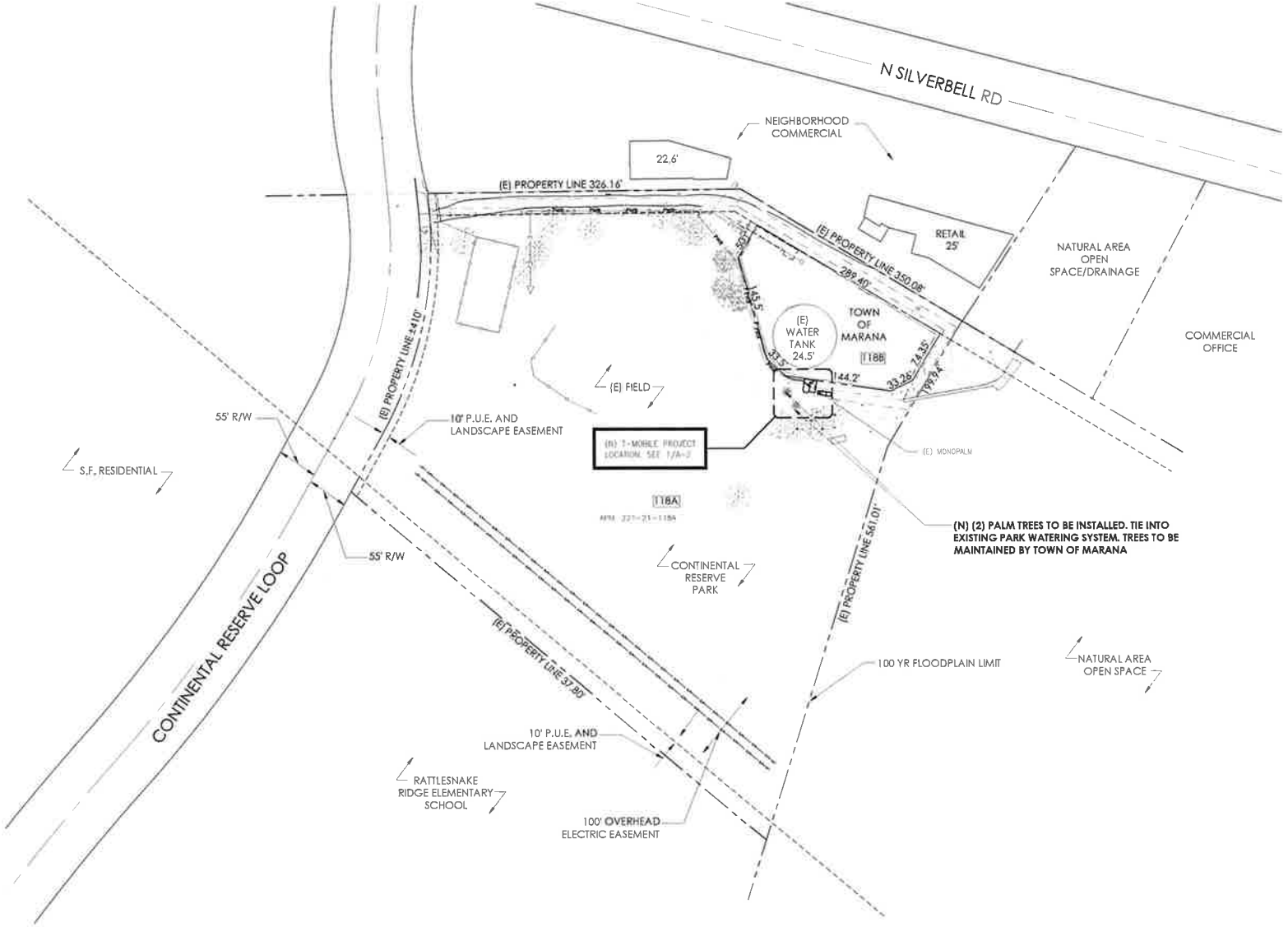
SEAL:

SHEET TITLE:

GENERAL NOTES, LEGEND & ABBREVIATIONS

SHEET NUMBER:

T-2



SITE PLAN

SCALE 1

T-Mobile

PLANS PREPARED BY:
RLS
RELIANT LAND SERVICES

CONSULTING GROUP:

NO	DATE	DESCRIPTION	BY
A	12/10/15	100% ZD	UC
B	01/27/16	REVISED	TJ

SITE INFORMATION:
PH12200A
RATTLESNAKE RIDGE
8568 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:

SHEET TITLE:
SITE PLAN

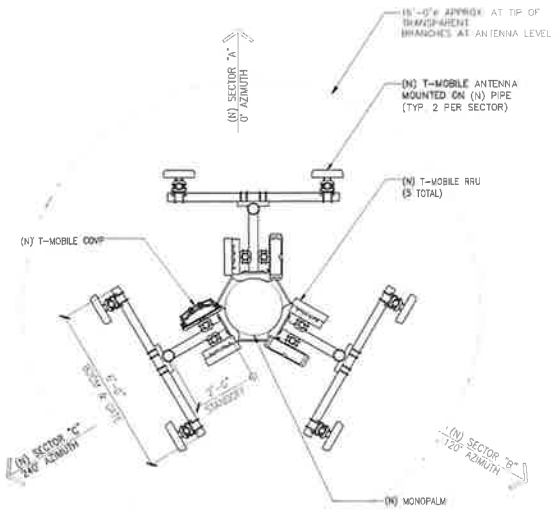
SHEET NUMBER:
A-1

(N) ANTENNA SCHEDULE

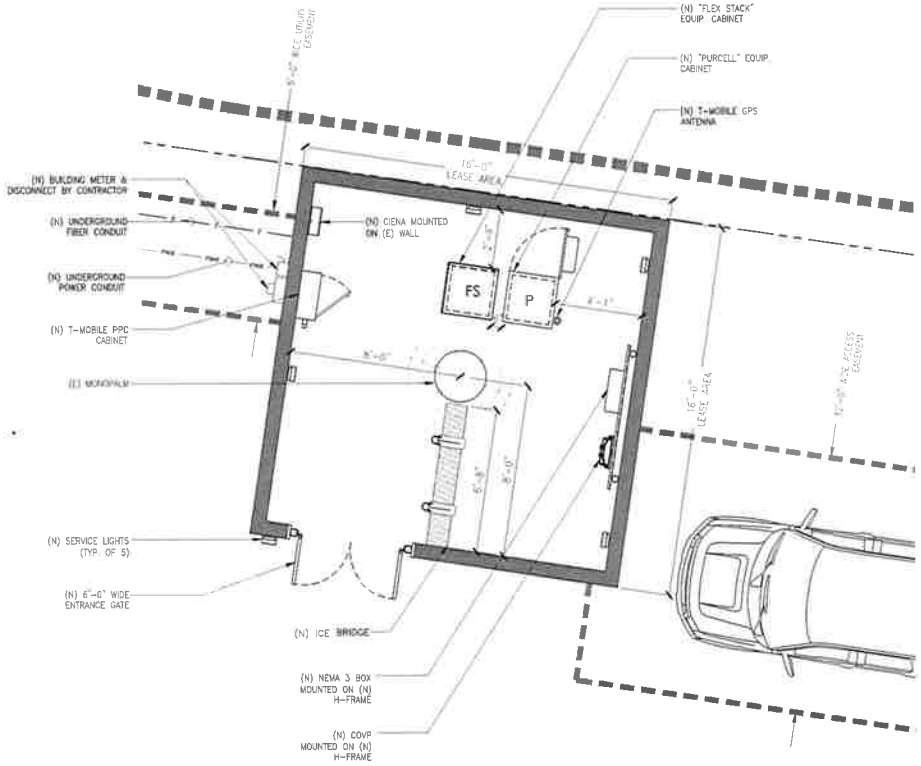
SECTOR	POS.	AZIMUTH	CENTER LINE	COUNT	DIMENSIONS HxWxD (in)	WEIGHT LB
A	1	0°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
	2	0°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
B	1	120°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
	2	120°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
C	1	240°	65'-0"	1	78.8 X 13.3 X 5.6	39.6
	2	240°	65'-0"	1	78.8 X 13.3 X 5.6	39.6

(N) RRU's SCHEDULE

COUNT	DIMENSIONS HxWxD (in)	WEIGHT LB
5	15.09 X 15.74 X 3.72/6.47	MAX 52.91



(N) ANTENNA CONFIGURATION SCALE: 1/2" = 1' 0" 6" 1' 2' 4'



2 EQUIPMENT LAYOUT PLAN SCALE: NORTH 3/8" = 1' 0" 6" 1' 2' 4'

1

T-Mobile
2625 S. PLAZA DR. #100, TEMPE, AZ 85282
PHONE (602)438-2600 FAX (480) 438-2682

PLANS PREPARED BY:

RLS
RELIANT LAND SERVICES

CONSULTING GROUP:

NO.	DATE	DESCRIPTION	BY
A	12/10/15	100% ZD	UC
B	01/27/16	REVISED	TJ

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8588 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

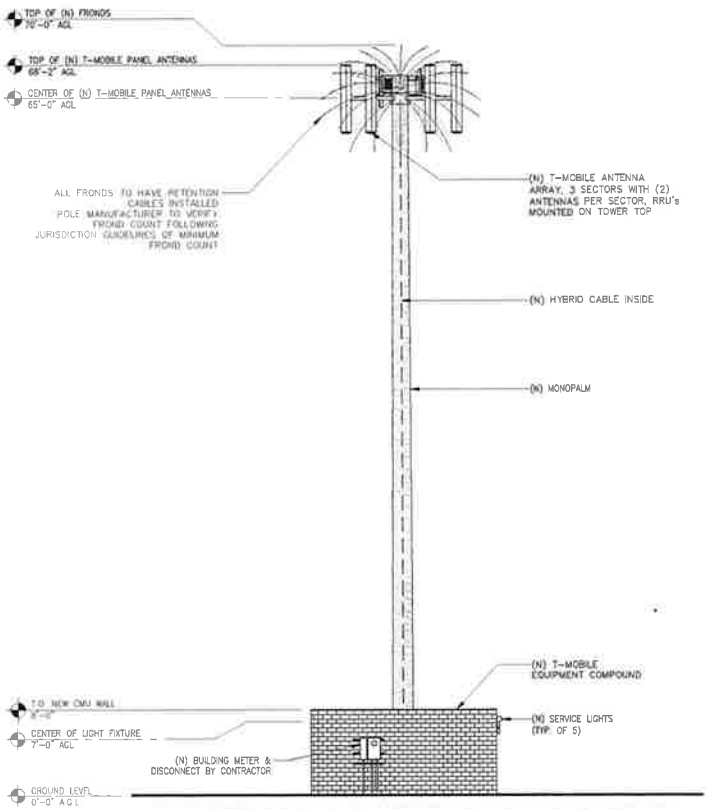
SEAL:

SHEET TITLE:

EQUIPMENT LAYOUT PLAN & ANTENNA CONFIGURATION

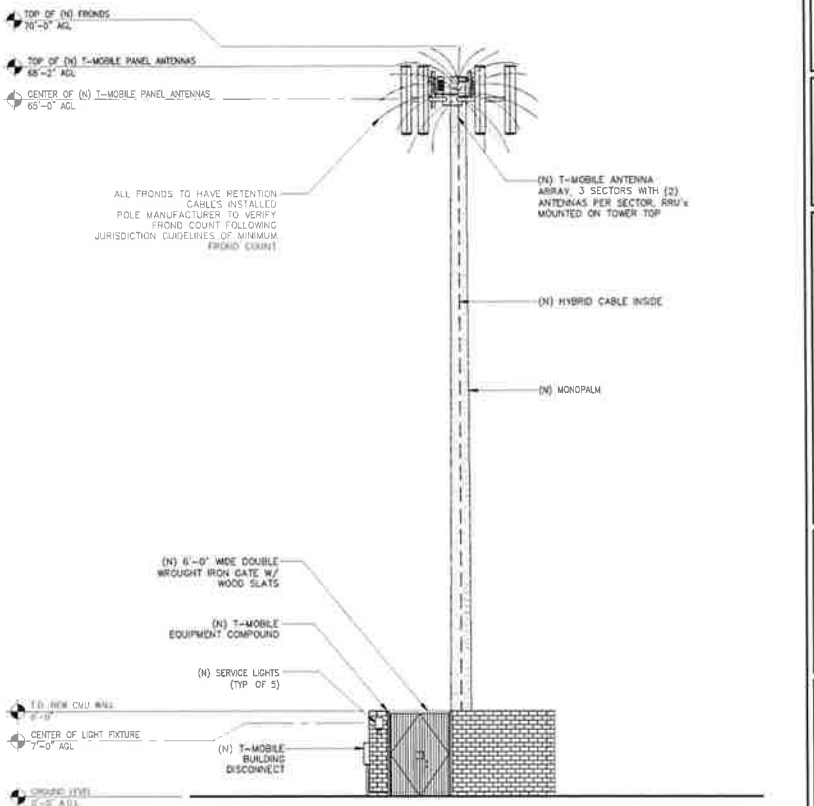
SHEET NUMBER:

A-2



(N) EAST ELEVATION

SCALE 3/16" = 1' 0" 1' 3' 7' 1



(N) SOUTH ELEVATION

SCALE 3/16" = 1' 0" 1' 3' 7' 2

T-Mobile

2425 E. CAMELBACK RD. #400, PHOENIX, AZ 85016
PHONE (602) 385-6400 FAX (480) 385-6401

PLANS PREPARED BY:

RLS
RELIANT LAND SERVICES

CONSULTING GROUP:

NO.	DATE	DESCRIPTION	BY
A	12/10/15	100% ZD	UC
B	01/27/16	REVISED	TJ

SITE INFORMATION:

PH12200A
RATTLESNAKE RIDGE
8566 N CONTINENTAL RESERVE LOOP, TUCSON, AZ 85743

SEAL:



SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A-3

MARANA RESOLUTION NO. 2015-095

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT WITH T-MOBILE WEST LLC FOR THE LEASE OF APPROXIMATELY 256 SQUARE FEET OF TOWN-OWNED PROPERTY AT CONTINENTAL RESERVE PARK

WHEREAS T-Mobile West LLC seeks to lease approximately 256 square feet of Town property at Continental Reserve Park for a wireless communication facility, including a cell tower; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into the proposed option and lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Option and Wireless Communications Facility Lease Agreement with T-Mobile West LLC attached to this resolution as Exhibit A, for the lease of approximately 256 square feet of Town-owned property at Continental Reserve Park, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

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

TOWN OF MARANA 1777 ARIZONA

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT

This Option and Wireless Communications Facility Lease Agreement ("Agreement") is entered into by and between the Town of Marana, an Arizona municipal corporation ("TOWN") and T-Mobile West LLC, a Delaware limited liability company ("T-Mobile" or "Lessee"). TOWN and T-Mobile are at times collectively referred to as "Parties" or individually as a "Party".

RECITALS

A. TOWN owns land located in the Town of Marana, Pima County, Arizona, at 8568 N. Continental Reserve Loop, as further described in **Exhibit A** attached hereto and incorporated herein by this reference ("Property").

B. TOWN is willing to lease an area to T-Mobile consisting of approximately 256 square feet located within the Property and as more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference ("the Site") for a wireless communication facility.

C. The access routes and utility easements necessary for T-Mobile's use under this Agreement ("Access Routes") are depicted in the map attached hereto as part of **Exhibit B.**

D. The Site and Access Routes are collectively referred to hereafter as the "Premises."

E. TOWN and T-Mobile desire to establish their respective rights and responsibilities regarding this Option and Wireless Communication Facility Lease Agreement.

OPTION AGREEMENT

In consideration of the mutual covenants contained in this Option Agreement, the Parties agree as follows:

1. Option Period. The Option Period shall commence as of the signature date of the last Party to sign this Agreement and continues for a period of 12 months, unless sooner terminated or exercised by T-Mobile.

2. Inspection Rights. During the Option Period, T-Mobile shall have the right to analyze the suitability of the Premises for its intended use. T-Mobile and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon the Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for T-Mobile's use of the Premises

from all applicable governmental or regulatory entities, and to do those things on or off the Property that, in the sole opinion of T-Mobile, are necessary to determine the physical condition of the Property, the environmental history of the Property, TOWN's title to the Property and the feasibility or suitability of the Premises for T-Mobile's use as defined in this Agreement, all at T-Mobile's expense (the "Due Diligence Investigation"). Activities conducted in connection with T-Mobile's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of T-Mobile's facilities.

3. Access. T-Mobile shall comply with any reasonable security requirements of TOWN if the Site is located within a fenced or secured access location.

4. Government Approvals. It is understood and agreed that T-Mobile's ability to use the Premises is contingent upon its obtaining all of the certificates, licenses, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities which will permit T-Mobile's use of the Premises as set forth above. TOWN shall cooperate with T-Mobile in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by T-Mobile, unless required to do so by law or regulation or to protect public health, safety or welfare. However, nothing herein shall be deemed to constitute a contractual obligation of TOWN, as a municipality, to issue a required Governmental Approval where the officer, agent or employee of TOWN responsible for the issuance of such Governmental Approval deems the issuance of such a Governmental Approval to be inappropriate. This Agreement is not intended to supersede, modify or waive any requirements in the Marana Town Code intended to regulate the construction and operation of telecommunications services or the location and development of wireless communication facilities. If (1) any applications for such Governmental Approvals should be finally rejected; (2) any Governmental Approval issued to T-Mobile is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (3) T-Mobile determines that such Governmental Approvals may not be obtained in a timely manner, T-Mobile shall have the right to terminate this Agreement, as set forth in paragraph 5 of this Option Agreement.

5. Termination of Option. If T-Mobile determines, during the Option Period, that the Premises are not appropriate for T-Mobile's intended use, or if for any other reason, or no reason, T-Mobile decides not to lease the Site, then T-Mobile shall have the right to terminate this Agreement without penalty upon written notice to TOWN at any time. If the Option Period expires and T-Mobile has not exercised the option, this Agreement shall terminate. If T-Mobile terminates the option or fails to exercise the option, the Option Fee, as set forth in paragraph 9 of this Option Agreement, below, will not be prorated or refunded.

6. Exercise of Option. At any time during the Option Period, T-Mobile may notify TOWN in writing that it desires to commence the Lease with TOWN, as set forth in Article 1 of the Lease Agreement below, and commence construction of its facilities.

7. Damages and Indemnification. T-Mobile shall be responsible for any damages caused by its agents or employees to the Premises or adjacent property, including vegetation, during the Option Period and promptly restore the property to its prior condition. T-Mobile shall appear, defend, indemnify and hold harmless TOWN, its officers, agents and employees from and against any claim for damages arising out of the acts or omissions of T-Mobile, its officers, agents and employees related to this Option Agreement. If T-Mobile fails or refuses to restore the Premises or adjacent property to its condition as it was prior to the Option Period, TOWN is authorized to do so and charge the costs to T-Mobile.

8. Reservation. During the Option Period, unless T-Mobile has previously terminated this Agreement, TOWN will not lease the Site to another person or materially compromise T-Mobile's possible future lease of the Site for wireless communications.

9. Consideration for Option. In consideration for the rights as described in this Option Agreement, T-Mobile shall pay to TOWN consideration in the amount of $1,500.00 for the Option Period ("Option Fee"). The Option Fee will be paid within 15 business days from the Effective Date of this Agreement. The Option Fee will not be prorated for any partial month either at commencement or termination. If T-Mobile enters into a Lease with TOWN for the Site, the Option Fee will not be prorated or refunded.

10. General Provisions. The general provisions found in Articles 18 through 20 of the Lease Agreement apply to this Option Agreement.

LEASE AGREEMENT

In consideration of the mutual covenants contained in this Lease Agreement, the Parties agree that the terms and conditions of this Lease Agreement shall apply from and after the Commencement Date as follows:

Article 1. Lease Term

1.1. Commencement. The Lease shall commence upon commencement of installation of T-Mobile's facilities ("Commencement Date"). T-Mobile (hereinafter referred to as "Lessee") shall notify TOWN in writing of its intention to start construction on the Site and the start date. The Commencement Date shall be noted here once it is known and shall be incorporated herein by this reference as if fully set forth in this Agreement at the time of execution: _____.

1.2. Term. The Lease shall be for a term of five years ("Term") unless sooner terminated as provided herein.

1.3. Renewal. The Lease will automatically renew for up to five successive five-year periods ("Renewal Terms") on the same terms and conditions as set forth herein, unless sooner terminated as provided in this Lease Agreement. The Term and Renewal Terms may collectively be referred to as the "Lease Term."

1.4. Holding Over. Any holding over after the expiration of the Lease Term, with the consent of TOWN shall be construed to be a tenancy from month to month at one and one-half times the rents herein specified (prorated on a monthly basis). The provisions of this Lease Agreement shall apply to any such holding over period.

Article 2. Rent

2.1. Monthly Base Rent. Lessee shall pay to TOWN monthly rent of $1,500.00 ("Rent") in consideration for the Lease. The first rental payment shall be made within 30 days after the Commencement Date, and shall be prorated through the end of the month. All subsequent rental payments shall be made to TOWN on or before the first day of the month in advance.

2.2. Adjustment. Beginning on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, Rent shall increase by an amount equal to 3% above the Rent applicable in the immediately preceding lease year.

2.3. Payment of Rent. All Rent shall be payable to the Town of Marana, 11555 W. Civic Center Drive, Marana, Arizona 85653; Attention: Finance Department.

Article 3. Permissible Use

3.1. In General. The Property may be used by Lessee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, replacement and repair of related support facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

3.2. Maintenance of Government Approvals. Lessee shall be responsible for maintaining during the Lease Term all Government Approvals, as defined in paragraph 4 of the Option Agreement, above, that may be required by any federal, state or local authorities for the use of the Premises and the conduct of its business related to the Premises.

3.3. Additional Providers. Lessee may allow third party telecommunications providers ("Additional Providers") to co-locate on the tower within the Lessee Facilities, as described in the Site Plan attached hereto as **Exhibit C** and incorporated herein by this reference. All persons, other than Lessee, providing telecommunications services from the Lessee Facilities or co-locating on the tower within the Lessee Facilities shall do so only as sublessees of Lessee in accordance with the provisions of Article 9 of this Lease relating to subletting. All Additional Providers shall hold a valid telecommunications license during any period of time that the Additional Provider co-locates upon or otherwise uses the Premises and/or the Lessee Facilities, or any part thereof, for telecommunications services.

3.4. Compliance with Laws. Lessee shall comply with all applicable laws, including but not limited to zoning and environmental laws relating to its use and possession of the Premises for the purposes provided in this Agreement.

Article 4. Absence of Warranties

Lessee has leased the Premises after a full and complete inspection thereof, as well as the title thereto, and knowledge of its present uses and nonuses. Lessee accepts the Premises in the condition or state in which the Premises now exist without any representation or warranty, express or implied in fact or law, by TOWN and without recourse to TOWN, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put, except for the Warranty of Quiet Enjoyment set forth in Article 16 below. TOWN shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-Premises improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist as of the Commencement Date. Lessee assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises.

Article 5. Improvements

5.1. Lessee Facilities. Lessee has the right to construct, maintain, install, repair secure, replace, remove and operate on the Premises wireless communications facilities, including but not limited to a foundation, utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and

equipment, a power generator and generator pad, and supporting equipment and structures, and security fencing ("Lessee Facilities") as generally described in the Site Plan attached hereto as **Exhibit C** and incorporated herein by this reference.

5.2. Utility Lines. Lessee at its own expense shall install utility lines in the approved Access Routes to the Site necessary for Lessee Facilities and consistent with approval of the utility company.

5.3. Construction. All Lessee Facilities shall be constructed and installed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall obtain TOWN's prior approval of construction plans and specifications for the Lessee Facilities, which shall not be unreasonably withheld. All Lessee Facilities shall be constructed or installed in compliance with specifications of plans approved by TOWN. Within 30 days after completion of construction, Lessee shall provide TOWN with as-built drawings of the Lessee Facilities.

5.4. Performance Bond. Prior to the commencement of any construction on the Premises, Lessee shall deliver to TOWN a performance bond in an amount determined based on TOWN's reasonable estimate of the total cost to construct the improvements described in Exhibit C, the Site Plan, plus a reasonable contingency.

5.5. Lien-free Construction. Lessee shall keep the Premises and all improvements thereon free of any mechanic's or materialmen's liens or liens of any kind or nature for any work done, labor performed, or material furnished on or to the Premises. If any lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises within 30 days of notice or becoming aware of the lien.

5.6. Title to Improvements. Title to the Lessee Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its lenders or assigns and are not fixtures, unless abandoned with permission of TOWN pursuant to paragraph 5.9 (Removal or Abandonment).

5.7. Alteration or Additional Improvements. Except as otherwise provided in this Agreement, Lessee shall make no alterations or additional improvements to or upon the Premises beyond those described in the plans and specifications approved by TOWN without first obtaining written approval of TOWN. TOWN's consent shall not be required to replace the Lessee Facilities with equipment that is of the same or smaller size and same or less weight as the then-existing Lessee Facilities as long as Lessee's installation, operation and maintenance of Lessee Facilities does not damage or interfere in any way with TOWN operations or related activities or other lessee or licensee activities in existence as of the Commencement Date. Further, nothing herein shall prevent Lessee from maintaining the Lessee Facilities or from replacing equipment due to wear and tear or technological advancements provided that such accommodations comply with all requirements of this Agreement, the TOWN Conditional Use Permit, Municipal Code, Land Development (Zoning) Code or other requirements. Approved alterations, additions, replacements and upgrades shall become part of Lessee Facilities as that term is used in this Agreement.

5.8. Maintenance. Lessee at its own expense shall maintain the Premises and the Lessee Facilities in good repair and in a manner suitable to TOWN so as not to conflict with any adjacent TOWN operations. Lessee shall have sole responsibility for the maintenance, repair, and security of the Lessee Facilities.

5.9. Removal or Abandonment. Unless TOWN in writing allows or requires Lessee to abandon the Lessee Facilities in place, Lessee at its sole expense shall remove the Lessee Facilities on or before the expiration or earlier termination of this Lease Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other facilities or operations on the Premises. Lessee shall repair any damage to the Premises caused by such removal to the reasonable satisfaction of TOWN. Title to any Lessee Facilities which are abandoned in place with the written permission of TOWN shall be deemed transferred to TOWN, in their then as-is condition, without compensation to Lessee. Said abandoned Lessee Facilities shall thereafter be the sole property of TOWN.

Article 6. Access and Utilities

6.1. Access to Site. TOWN shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Site 24 hours a day, seven days a week, at no charge to Lessee. Lessee shall comply with reasonable security requirements of TOWN related to accessing the Site.

6.2. Non-Exclusive Access Routes. Lessee, its agents, employees and contractors, shall have a non-exclusive right and easement for pedestrian and vehicular ingress and egress across, and Lessee shall have an easement for utility lines to access the Site via the Access Routes described or depicted generally in Exhibit C. TOWN and Lessee each shall conduct operations within the Access Routes so as to cause minimal or no interference to others.

6.3. Maintenance of Roadways. TOWN shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. TOWN shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.

6.4. Payment of Utilities. Lessee shall, at its own expense, install separate meters for electricity and other utilities necessary for Lessee Facilities and shall timely pay all utility charges associated therewith.

Article 7. Interference

7.1. Interference with Existing Uses. Lessee's installation, operation and maintenance of Lessee Facilities shall not damage or interfere in any way with TOWN operations or related activities or other existing lessee or licensee activities in existence as of the Commencement Date. Lessee agrees to cease all such actions which materially

interfere with existing activities upon written notice of such interference; provided, however, in such case Lessee shall have the right to terminate the Lease.

7.2. Interference and New Uses. Subsequent to Lessee's exercise of its Option, as set forth in paragraph 6 of the Option Agreement, TOWN will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Premises or property contiguous thereto owned or controlled by TOWN, if such modifications are likely to cause a material interference with Lessee's operations. In the event interference occurs, TOWN agrees to use best efforts to eliminate any material interference within a reasonable time period. TOWN's failure to comply with this paragraph shall be a material breach of this Lease Agreement.

Article 8. Fees and Taxes

Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises. Lessee shall pay all real and personal property taxes assessed against the Lessee Facilities. TOWN shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease Agreement.

Article 9. Assignment and Subletting

9.1. Assignment. Lessee may assign the Lease Agreement to another company, with TOWN's written consent, which shall not be unreasonably withheld; provided, however, Lessee may i) assign or transfer this Lease Agreement to a financially viable parent, subsidiary, or affiliate, without TOWN consent, and, ii) Lessee may assign the Lease Agreement to a commercial lending institution solely as security for financing purposes without TOWN consent. In the event of an assignment, assignee shall assume all obligations and liabilities of Lessee, known and unknown, under the Lease Agreement arising both before and after the assignment date.

9.2. Bankruptcy. Any person or entity to which this Lease Agreement is assigned or transferred as part of any bankruptcy proceeding shall be deemed without further act to have assumed all of the liabilities and obligations of Lessee arising under this Lease Agreement on and after the date of such assignment. Any such assignee or transferee shall upon demand execute and deliver to TOWN an instrument confirming such assumption or transference. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment or transference shall be paid to TOWN, shall be the exclusive property of TOWN, and shall not constitute "property" of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting TOWN's property under the preceding sentence not paid or delivered to TOWN shall be held in trust for the benefit of TOWN and be promptly paid to TOWN.

9.3. Subletting. Except as provided in paragraphs 9.4 and 9.5 below, Lessee may not sublet any portion of the Property, the Premises or the Lessee Facilities without the prior written consent of TOWN, which consent may be withheld for any reason or no reason in TOWN's sole discretion.

9.4. Additional Providers as Sublessees. Lessee may allow Additional Providers to co-locate upon the tower within the Lessee Facilities, as set forth in paragraph 3.3 above and this paragraph 9.4, provided that each such Additional Provider is a sublessee and that Lessee and each such sublessee comply with all of the applicable terms and conditions of this Lease. The sublease of the Premises, the Lessee Facilities, or any part thereof, shall not relieve Lessee of any obligations, responsibilities or liabilities Lessee may have under this Lease.

9.4.1. If Lessee desires to co-locate Additional Providers on Lessee's tower within the Lessee Facilities, Additional Providers shall be required to obtain a separate ground lease from TOWN for ground space on the Property and a separate sublease from Lessee for space on Lessee's tower. The Parties understand that: (i) TOWN and Lessee shall reasonably cooperate to locate Additional Providers on the Property; (ii) TOWN may not charge any fee to Lessee for subleasing space on Lessee's tower; (iii) Lessee shall not be liable to TOWN in any way for failure to enter into, maintain or renew a sublease with Additional Providers for the use of Lessee's tower; (iv) TOWN shall not be liable to Lessee in any way for failure to enter into, maintain or renew a ground lease with Additional Providers for the use of TOWN's Property; (v) Lessee shall have the right to determine in its sole discretion whether it will sublease any portion of its tower; and (vi) TOWN shall have the right to determine in its sole discretion whether it will lease any portion of its Property to Additional Providers.

9.4.2. If Lessee subleases space on Lessee's tower within the Lessee Facilities, Lessee shall receive 100% of any rental paid by Additional Providers for such space. If TOWN leases ground space on the Property, TOWN shall receive 100% of any rental paid by Additional Providers for such ground space. Additional Providers shall be instructed to pay the foregoing percentage amounts directly to TOWN and Lessee. Lessee shall not be responsible to TOWN for the collection or payment of rents by Additional Providers to TOWN, and TOWN shall not be responsible to Lessee for the collection or payment of rents by Additional Providers to Lessee. Neither Party shall have liability to the other Party in the event of failure of payment by Additional Providers.

9.5. Sublease Requirements. All of the following requirements must be met prior to any sublease to an Additional Provider for collocation purposes:

9.5.1. All subleases shall (a) be in writing, (b) identify the Additional Provider as the sublessee, (c) require the sublessee to comply with all of the terms and conditions of this Lease to the same extent as Lessee must comply, and (c) be acceptable in form to the Marana Town Attorney.

9.5.2. Lessee and sublessee shall, at their own expense, obtain all necessary zoning, land use or similar approvals for the collocation on the Premises.

9.5.3. Lessee shall furnish TOWN with a set of the plans and specifications for any alteration of the Lessee Facilities or the Premises required for the Additional Provider to collocate on the tower within the Lessee Facilities, including, but not limited to, any additional antennae, power source or related equipment and improvements. Prior to the commencement of any construction or installation of any such alteration, TOWN shall have determined that the alterations are acceptable and shall have reviewed the plans and specifications and determined what additional permits and zoning requirements, if any, are applicable.

Article 10. Default and Remedies

10.1. Default by Lessee. Lessee shall be deemed in default of this Lease if any of the following occurs:

10.1.1. Lessee fails to pay Rent in compliance with Article 2 of this Lease Agreement or any other sums to TOWN when due, and does not cure such default within ten days of receipt of written notice from TOWN; or

10.1.2. If Lessee fails to comply with the performance of any other covenant or condition of this Lease Agreement and does not cure such other default within 30 days after written notice from TOWN specifying the default complained of, unless such default cannot reasonably be cured within 30 days, in which case Lessee will not be in default as long as Lessee commences to cure the default within the 30-day period and diligently pursues such cure to completion; or

10.1.3. If Lessee abandons the Premises and fails to pay rent or otherwise comply with the requirements of this Agreement for a period of four months or longer; or

10.1.4. If Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors.

10.2. TOWN's Remedies in Event of Lessee Default. In the event of a default by Lessee, TOWN shall notify Lessee, in writing, of said default. If Lessee fails to cure within 30 days after the date of the notice, or in such other applicable time period as outlined above, in addition to and not exclusive of any other remedy available to TOWN by operation of law, TOWN shall have the right, at its option, to terminate the Lease Agreement in which event Lessee shall immediately remove the Lessee Facilities and pay TOWN a sum of money equal to the total of: (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) any other amount reasonably necessary to compensate TOWN for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease.

10.3. Cure by TOWN. In the event of a default of this Lease Agreement by Lessee that TOWN reasonably believes will cause damage to property or injury to person if left

uncured, TOWN may, after the expiration of all notice and cure periods provided in this Agreement, cure the default for the account of and at the expense of the Lessee. If TOWN is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is reasonably compelled to incur any expense, including reasonable attorney fees, in instituting, prosecuting or defending any action to enforce TOWN's rights under this Lease, the sums so paid by TOWN, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Lessee to TOWN on the first day of the month following the incurring of the respective expenses provided that TOWN has provided Lessee with reasonable back-up documentation.

10.4. Default by TOWN. Except as otherwise set forth in this paragraph, TOWN shall be in default if TOWN fails to comply with the performance of any covenant or condition of this Lease Agreement and does not cure such other default within 30 days after written notice from Lessee specifying the failure to comply complained of, unless such failure to comply cannot reasonably be cured within 30 days, in which case TOWN will not be in default as long as TOWN commences to cure the failure within the 30-day period and diligently pursues such cure to completion. With regard to any covenants or conditions of TOWN related to Lessee's access or interference with its use or operation of Lessee Facilities, TOWN shall be in default if it does not cure such failure to comply within seven days of its receipt of written notice from Lessee, unless Lessee's service is interrupted by the failure to comply. If Lessee's service is interrupted by the failure to comply, TOWN shall be in default if it does not cure the failure to comply within 24 hours of its receipt of written notice from Lessee. In the event of a TOWN default and failure to cure, Lessee may terminate this Lease upon written notice to TOWN and shall immediately remove the Lessee Facilities as set forth in paragraph 5.9.

Article 11. Voluntary Termination

11.1. Voluntary Termination by Lessee. This Lease Agreement may be terminated by Lessee without further liability on 30 days' prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating the Lessee Facilities or using the Premises in the manner intended by Lessee; (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) Lessee otherwise determines, within its sole discretion, that it will be unable to use the Premises for Lessee's intended purpose.

11.2. Voluntary Termination by TOWN.

11.2.1. During the first Renewal Term (years 6-10), this Lease Agreement may be terminated by TOWN without further liability to Lessee if TOWN reasonably

determines termination is necessary to serve a governmental (non-proprietary) purpose, upon one year's prior written notice to Lessee.

11.2.2. At any time after the first Renewal Term (year 11 or subsequent), this Agreement may be terminated by TOWN without further liability to Lessee upon one year's prior written notice to Lessee.

Article 12. Damage or Destruction of Lessee Facilities

If the Lessee Facilities or any portion of the Lessee Facilities are destroyed or damaged so as to materially interfere with effective use of the Lessee Facilities through no fault or negligence of Lessee, Lessee may elect to terminate this Lease Agreement upon 30 days' written notice to TOWN. In such event, Lessee shall promptly remove the Lessee Facilities from the Premises as set forth in paragraph 5.9 and this Lease Agreement (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the same. Upon termination, Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. TOWN shall have no obligation to repair any damage to any portion of the Premises.

Article 13. Condemnation

If the Premises are taken by eminent domain, this Lease Agreement shall terminate as of the date title to the Premises vests in the condemning authority. If a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Lessee, as determined by Lessee, then Lessee shall have the right to terminate this Lease Agreement as of said date of title transfer, by giving 30 days' written notice to TOWN. In the event of any taking under the power of eminent domain, compensation shall be as determined by applicable law.

Article 14. Indemnity

14.1. Disclaimer of Liability. TOWN shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Premises, unless such injury or damage is caused by the negligence or willful misconduct of TOWN or TOWN's employees.

14.2. Indemnification. Lessee shall, at its sole cost and expense, indemnify and hold harmless TOWN and all associated, affiliated, allied and subsidiary entities of TOWN, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

14.2.1. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed

upon, incurred by, or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

14.2.2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien to the extent arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of TOWN, Lessee shall cause such claim or lien covering TOWN's property to be discharged or bonded within 30 days following Lessee's receipt of such request.

14.2.3. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees to the extent caused by any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Arizona or United States, including those of the Federal Securities and Exchange Commission.

14.2.4. Lessee's obligation to indemnify Indemnitees under this Lease Agreement shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence or willful misconduct of one or more Indemnitees.

14.3. Lessee's Right of Recovery. Nothing herein shall be construed to waive Lessee's rights to seek recovery against TOWN for TOWN's negligence or willful misconduct other than lost profits or revenues caused to Lessee's operations, or to seek recovery against third persons for any damages caused to property or injury to persons, in, upon or about the Premises by such other persons.

14.4. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purpose of this paragraph 14.4), all risk of dangerous conditions, if any, on or about the Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's negligence) arising out of Lessee's installation, operation, maintenance, condition or use of

the Premises or Lessee's failure to comply with any applicable federal, state or local statute, ordinance or regulation.

14.5. Defense of Indemnitees. If any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and TOWN; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of TOWN and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

14.6. Notice, Cooperation and Expenses.

14.6.1. TOWN shall give Lessee prompt notice of the making of any claim or commencement of any action, suit or other proceeding covered by the provisions of this Article. Nothing herein shall be deemed to prevent TOWN from cooperating with Lessee and participating in the defense of any litigation by TOWN's own counsel. Lessee shall pay all reasonable, third-party, out-of-pocket expenses incurred by TOWN in response to any such actions, suits or proceedings. These expenses shall include all reasonable, third-party, out-of-pocket expenses, such as attorney fees, and shall also include the reasonable expenses of TOWN's agents, employees or expert witnesses, and disbursements and liabilities assumed by TOWN in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided TOWN by Lessee.

14.6.2. If Lessee requests TOWN assist it in such defense then Lessee shall pay all reasonable, third-party, out-of-pocket expenses reasonably incurred by TOWN in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable expenses of TOWN's agents, employees or expert witnesses, and disbursements and liabilities assumed by TOWN in connection with such suits, actions or proceedings.

14.7. Indemnities and Insurance Cumulative. Lessee's obligations to indemnify do not diminish in any way Lessee's obligations to insure; and Lessee's obligations to insure do not diminish in any way Lessee's obligations to indemnify. Lessee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Lessee under or connected with this Agreement. The amount and type of insurance coverage required by this Agreement will in no way be construed as limiting the scope of the indemnities in this paragraph.

Article 15. Regulated/Hazardous Substances Indemnification

15.1. Applicable Laws. Lessee recognizes that assuring protection of public health, welfare and the environment from activities upon the Premises during the Lease Term is an important consideration for TOWN and during the Lease Term the federal, state and local laws, rules, regulations and ordinances relating to pollution, protection of the environment, public health, safety or industrial hygiene (hereinafter referred to as the "Applicable Laws") will change. Lessee warrants that throughout the Lease Term, Lessee will maintain compliance with all Applicable Laws with regard to its use of the Premises.

15.2. Regulated Substances. Lessee further warrants, unless disclosed and agreed to by TOWN, that no liquid, solid, semi-solid or gaseous Regulated Substances as defined herein which are, or during the Lease Term may become, subject to regulation under Applicable Laws, will be used on the Premises in violation of any Applicable Laws. "Regulated Substances" include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. Section 8909, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921, *et seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. Section 49-101, *et seq.*; and the rules and regulations adopted and guidelines promulgated pursuant to the Applicable Laws.

15.3. Discharges and Emissions. In addition to the other requirements of this Article 15, Lessee shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance in violation of any Applicable Laws.

15.4. Permits. Lessee has or will timely obtain, maintain and comply with all provisions of all permits, licenses and other authorizations which are required under the Applicable Laws for Lessee's use and operation of the Lessee Facilities (hereinafter referred to as the "Permits").

15.5. Notices Required. Lessee shall immediately notify TOWN, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the Applicable Laws or Permits. Lessee shall also immediately notify TOWN orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with Applicable Laws, Permits or the provisions of this Article, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.

15.6. TOWN Inspections. TOWN, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the Premises and to review and copy documents, records, and data maintained by Lessee relating to substances used and stored on the Premises or disposed of, released or otherwise removed from the Premises, in order to assure itself that Lessee is in compliance with the provisions of this Article 15. In addition, TOWN shall have the right, at its expense, to perform periodic environmental inspections as TOWN deems necessary using the services of qualified and duly licensed environmental engineers approved by Lessee whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as TOWN deems necessary to assure itself that Lessee is in compliance with the provisions of this Article.

15.7. Reimbursement of TOWN Costs; Remediation. If the results of the inspection indicate a need for further testing and/or remediation as a result of Lessee's use of the Premises in order to comply with Arizona Department of Environmental Quality (ADEQ) or Environmental Protection Agency (EPA) remediation standards or guidelines, then Lessee hereby agrees to reimburse TOWN for its reasonable inspection costs and to pay for such additional testing and remediation to the extent required as a consequence of Lessee's use of the Premises. Should remediation be required as a consequence of Lessee's use of the Premises, Lessee shall immediately undertake such remediation to the extent caused by Lessee's or its employees', agents' or contractors' use of the Premises, as is necessary to restore the condition of the Premises and shall diligently pursue such work to completion. Lessee's failure to timely perform its obligations under this Article shall be considered a material breach of this Lease, and Lessee's obligations under this Article shall continue beyond the expiration or termination hereof. Nothing in this Article shall constitute a waiver of any right of Lessee, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Premises.

15.8. Termination. Any instance of non-compliance with Applicable Laws, Permits or the provisions of this Article shall be grounds for termination subject to the notice and cure rights set forth in this Agreement.

15.9. Indemnification. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and hold TOWN harmless for any costs of legally required remediation of environmental contamination and from any claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, to the extent arising out of or relating in any way to Lessee's present or future use of, or activities or operations on or at, the Premises, or arising from or relating to any breach by Lessee or Lessee's agents, employees or contractors of the provisions of this Article. Lessee also agrees to indemnify and hold TOWN harmless for any costs and expenses reasonable incurred in connection therewith, including without limitation, any reasonable attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial,

corrective, or mitigating action costs, fines and penalties related in any way to Lessee's use of the Premises. These indemnities shall survive the termination of this Lease.

Article 16. Warranty of Quiet Enjoyment

TOWN covenants that so long as Lessee performs the covenants, terms and conditions required of Lessee contained herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the aforesaid term and any extensions thereof, and TOWN shall not in any manner interfere with or disrupt the Lessee's business or frustrate Lessee's intended use of the Property.

Article 17. Waiver of Lien

TOWN hereby waives any and all lien rights it may have, statutory or otherwise concerning the Lessee Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease Agreement, whether or not the same is deemed real or personal property under applicable laws, and TOWN gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Lessee's and/or Mortgagee's sole discretion and without TOWN's consent. Any Mortgagee shall contact TOWN prior to removal and TOWN may require Mortgagee to indemnify TOWN for any damages caused to the Premises by removal of the Lessee Facilities.

Article 18. Insurance

18.1. Coverage. During the Option Period and during the Lease, including any extensions, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance. The coverage amounts set forth below may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

18.1.1. Workers' Compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of $100,000 for each accident.

18.1.2. Comprehensive commercial general liability insurance with minimum limits of $1,000,000 as the combined single limit for each occurrence of bodily injury, personal injury and property damage and $2,000,000 aggregate. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

18.1.3. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Lessee, its employees and agents to comply with the provisions of

state law with minimum limits of $1,000,000 as the combined single limit for each occurrence for bodily injury and property damage.

18.1.4. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Lessee Facilities. Upon completion of the installation of the Lessee Facilities, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

18.1.5. All policies other than those for Workers' Compensation shall be written on an occurrence and not on a "claims made" basis.

18.2. Town Coverage. During the Lease, including any extensions, TOWN shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, comprehensive commercial general liability insurance with minimum limits of $1,000,000 as the combined single limit for each occurrence of bodily injury, personal injury and property damage and $2,000,000 aggregate.

18.3. Additional Insureds. TOWN and Lessee, and their respective agents, shall be covered as additional insureds on all of the other Party's policies required by this Article, except for Workers' Compensation policies (herein referred to as the "Additional Insureds"). This coverage can be provided by blanket additional insured endorsements. Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

> In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

18.4. Evidence of Insurance. Current certificates of insurance and endorsements for each insurance policy required to be obtained and maintained by Lessee in compliance with this Article shall be filed and maintained with TOWN within 30 days of execution of this Agreement and within ten days of any renewal or change in such policies. If TOWN is not provided current certificates and endorsements and must request an updated certificate or endorsement, Lessee shall pay an administrative fee of $25.00 for each certificate or endorsement so requested.

18.5. Lessee Insurance Primary. Lessee's insurance shall be primary insurance with respect to Lessee's obligations under this Agreement and in the protection of TOWN as an Additional Insured.

18.6. Waiver. All policies required by this Article, except for Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against the other Party, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the insured Party. The Parties shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

18.7. Representation of Coverage Adequacy. By requiring insurance herein, TOWN does not represent that coverage and limits will be adequate to protect Lessee. Failure to demand evidence of compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Lessee from, nor be construed or deemed a waiver of, Lessee's obligation to maintain the required insurance at all times during the performance of the Agreement.

18.8. Notice of Claims. Lessee shall immediately advise TOWN of any claim or litigation that Lessee becomes aware of if Lessee reasonably believes that it may result in liability to TOWN.

18.9. Cancellation of Policies of Insurance. Lessee shall give TOWN at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. Lessee shall give TOWN immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is a breach of this Agreement.

18.10. Insurance Companies. All insurance shall be affected under valid and enforceable policies, insured by insurers reasonably acceptable to TOWN.

18.11. Contractors. Lessee shall require that each and every contractor and subcontractor who performs work on the Premises carry, in full force and effect, Workers' Compensation, comprehensive commercial general liability and automobile liability insurance coverage of the type which Lessee is required to obtain under the terms of this Article with appropriate limits of insurance.

Article 19. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Lessee, to:
T-Mobile USA Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Compliance Site No. PH12200A

If to TOWN, to:	With a copy to:
Town Manager 11555 W. Civic Center Dr. Marana, Arizona 85653	Town Attorney 11555 W. Civic Center Dr. Marana, Arizona 85653

TOWN or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

Article 20. Miscellaneous Provisions

20.1. Waiver. Failure of TOWN or Lessee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but TOWN or Lessee shall have the rights to enforce such rights at any time. The receipt of any sum paid by Lessee to TOWN or by TOWN to Lessee after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

20.2. Attorneys' Fees. The prevailing Party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

20.3. Severability. If any provision of the Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.4. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, including, but not limited to, paragraphs 7 (Damages and Indemnification) and 9 (Consideration for Option) of the Option Agreement, and Article 5

(Improvements), Article 10 (Default and Remedies), Article 11 (Voluntary Termination), Article 12 (Damage or Destruction of Lessee Facilities), Article 13 (Condemnation), Article 14 (Indemnity), Article 15 (Regulated/Hazardous Substances Indemnification) and Article 18 (Insurance) and paragraph 20.10 (Covenant Not to Sue) of the Lease Agreement.

20.5. Governing Laws. This Agreement shall be governed under the laws of the state of Arizona, and be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

20.6. Memorandum of Agreement. A Memorandum of Agreement in the form attached hereto as Exhibit D may be recorded by Lessee confirming the (i) effectiveness of this Agreement, (ii) expiration date of the Lease Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

20.7. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both Parties.

20.8. Conflict of Interest. TOWN may cancel this Agreement pursuant to A.R.S. § 38-511 (conflict of interest), as may be amended from time to time. In the event TOWN elects to exercise its rights thereunder, TOWN agrees to immediately give notice thereof to Lessee.

20.9. Sale of Property. Any sale of all or part of TOWN's Property during the Option Period or the Lease Term shall be under and subject to this Agreement.

20.10. Covenant Not to Sue. The Parties are aware of Sections 6003 and 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Public Law 112-96, preliminarily codified at 47 U.S.C. §§ 1403 and 1455(a) ("Section 6003" and "Section 6409(a)"), are aware that such Sections have not yet been interpreted and applied by the courts, have differing views on the Sections' potential applicability to this Agreement, and have consulted their respective legal counsel with respect to same. The Parties agree that the Federal Communications Commission recent Report and Order, *Acceleration of Broadband Deployment by Improving Wireless Siting Facilities, Report and Order,* WT Docket No. 13-238, *et. al.*, FCC 14-153 (rel. Oct. 21, 2014), specifically stated that Section 6409(a) applies only to state and local governments acting in their role as land use regulators and does not apply to such entities acting in their proprietary capacities. TOWN may contend, among other things, that Sections 6003 and 6409(a) are unconstitutional under the Commerce Clause, Fifth and Tenth Amendments to the U.S. Constitution, do not apply to units of government acting in a proprietary capacity or if applied to light standards in the public rights of way jeopardize the public health, safety and welfare. The resolution of such contentions, which may not come to pass, is

premature. In order to reach agreement on the terms of this Agreement, and only for the purposes of it, the Parties agree on a covenant not to sue as follows:

> "Lessee, and its successors and assigns will not sue or contend, in any court, or before any agency or in any proceeding, that Sections 6003 or 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Public Law 112-96, preliminarily codified at 47 U.S.C. §§ 1403 and 1455(a), apply to or affect approvals required to be obtained from TOWN in its capacity as a landlord pursuant to this Agreement. For the purposes of the preceding: Sections 6003 or 6409(a) include any rule, order, guidance, interpretation or decision to the extent based on either or both such Sections, and; agency includes the Federal Communications Commission."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

"TOWN":

THE TOWN OF MARANA,
an Arizona municipal corporation

Ed Honea
Mayor

9-1-2015
Date

"Lessee":

T-MOBILE WEST LLC, a Delaware limited liability company

[NAME]
[Title]

Date

Federal I.D.#: _____

ATTEST:

Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE OF _____)
ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2015 by_____, the _____ of T-MOBILE WEST LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

Notary Public

LIST OF EXHIBITS

Exhibit A: Description of Property

Exhibit B: Map of the Site and Access Routes

Exhibit C: Site Plan

Exhibit D: Form of Memorandum of Agreement

EXHIBIT A

DESCRIPTION OF PROPERTY

LESSOR'S LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID PARCEL BEING ALL OF BLOCK 5, CONTINENTAL RESERVE, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 35, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF COMMON AREA B, PER SAID PLAT;

THENCE ALONG THE LINE COMMON WITH BLOCK 5 AND COMMON AREA B, SOUTH 31 DEGREES 23 MINUTES 40 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 58 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 16.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, NORTH 58 DEGREES 36 MINUTES 08 SECONDS WEST, A DISTANCE OF 289.40 FEET;

THENCE SOUTH 31 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 14 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 145.50 FEET;
THENCE SOUTH 47 DEGREES 50 MINUTES 08 SECONDS EAST, A DISTANCE OF 33.50 FEET;
THENCE SOUTH 81 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 144.20 FEET;
THENCE NORTH 65 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.26 FEET;
THENCE NORTH 31 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 74.35 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

MAP OF THE SITE AND ACCESS ROUTES (PREMISES)

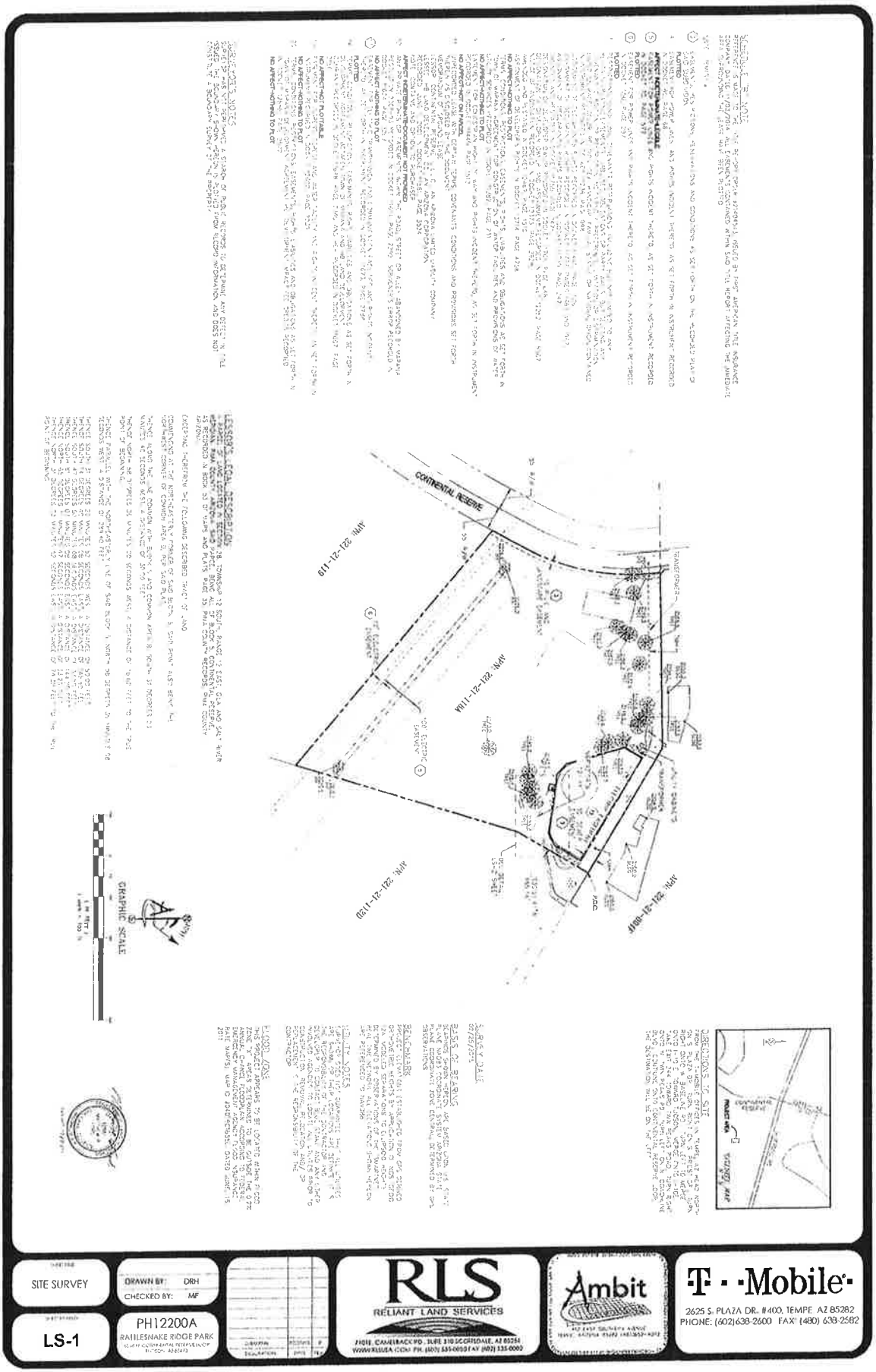
The Site is described and/or depicted as follows: (metes and bounds description):
APN:_____

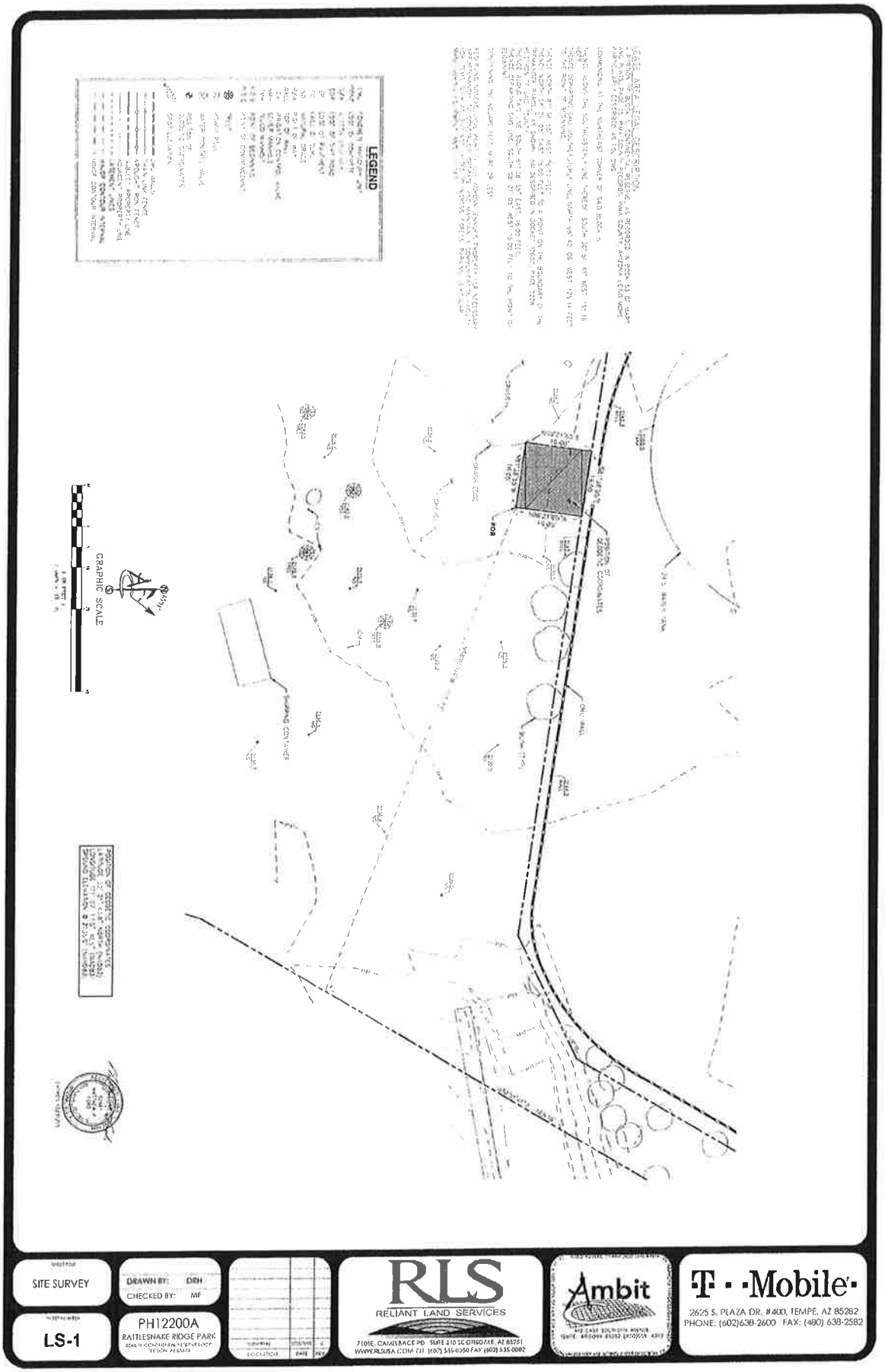
The Premises are described and/or depicted as follows:

ATTACH A DRAWING OF THE SITE AND SEPARATELY IDENTIFY UTILITY ACCESS ROUTES AND VEHICULAR ACCESS ROUTES

Notes:

1. Lessee may replace this Exhibit with a survey of the Premises once Lessee receives it.
2. Lessee Facilities shall comply with setback requirements of TOWN and any other applicable governmental authorities.
3. The access road's width will be the width required by TOWN, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.


SITE SURVEY
LS-1
DRAWN BY: DRH
CHECKED BY: MF
PH12200A
RATTLESNAKE RIDGE PARK
RLS
RELIANT LAND SERVICES
Ambit
T··Mobile·
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582


LEGEND
GRAPHIC SCALE
SITE SURVEY
DRAWN BY: DRH
CHECKED BY: MF
LS-1
PH12200A
RATTLESNAKE RIDGE PARK
RLS
RELIANT LAND SERVICES
Ambit
T · ·Mobile·
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

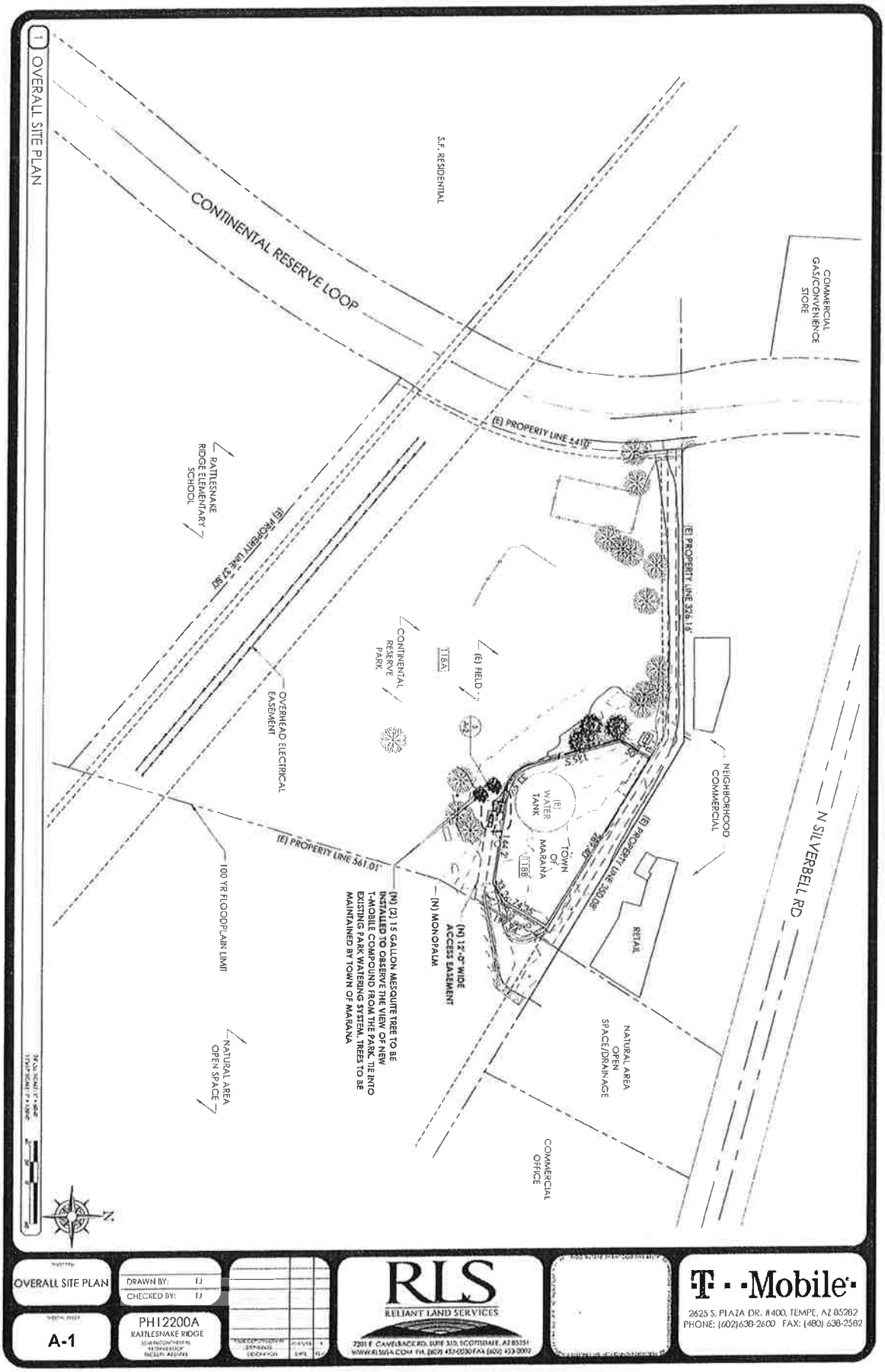

1 OVERALL SITE PLAN
CONTINENTAL RESERVE LOOP
S.F. RESIDENTIAL
COMMERCIAL GAS/CONVENIENCE STORE
(E) PROPERTY LINE 441.0'
RATTLESNAKE RIDGE ELEMENTARY SCHOOL
(E) PROPERTY LINE 3.93'
(E) PROPERTY LINE 326.16'
CONTINENTAL RESERVE PARK
OVERHEAD ELECTRICAL EASEMENT
T18A
(E) FIELD
(E) WATER TANK
TOWN OF MARANA
T18B
NEIGHBORHOOD COMMERCIAL
N SILVERBELL RD
(E) PROPERTY LINE 561.01'
100 YR FLOODPLAIN LIMIT
(N) [2] 15 GALLON MESQUITE TREE TO BE INSTALLED TO OBSERVE THE VIEW OF NEW T-MOBILE COMPOUND FROM THE PARK. TIE INTO EXISTING PARK WATERING SYSTEM. TREES TO BE MAINTAINED BY TOWN OF MARANA
(N) MONOPALM
(N) 12'-0" WIDE ACCESS EASEMENT
RETAIL
NATURAL AREA OPEN SPACE/DRAINAGE
NATURAL AREA OPEN SPACE
COMMERCIAL OFFICE
OVERALL SITE PLAN
DRAWN BY: TJ
CHECKED BY: TJ
PH12200A
RATTLESNAKE RIDGE
A-1
RLS
RELIANT LAND SERVICES
T-Mobile
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

EXHIBIT C

SITE PLAN

SEE ATTACHED

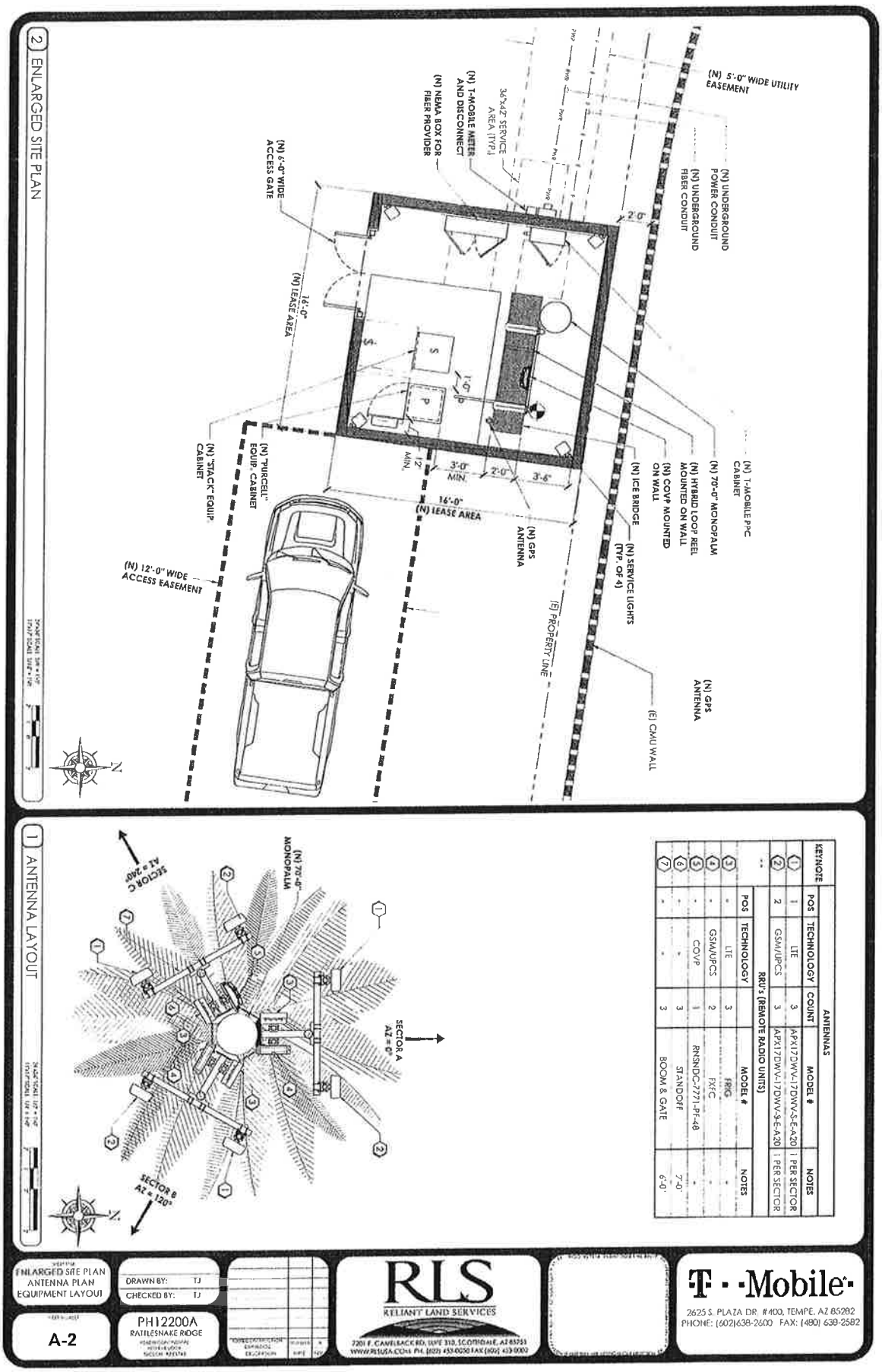

2 ENLARGED SITE PLAN
(N) 5'-0" WIDE UTILITY EASEMENT
(N) UNDERGROUND POWER CONDUIT
(N) UNDERGROUND FIBER CONDUIT
(N) T-MOBILE METER AND DISCONNECT
(N) NEMA BOX FOR FIBER PROVIDER
36'x42' SERVICE AREA (TYP.)
(N) 6'-0" WIDE ACCESS GATE
16'-0" (N) LEASE AREA
(N) T-MOBILE PPC CABINET
(N) 70'-0" MONOPALM
(N) HYBRID LOOP REEL MOUNTED ON WALL
(N) COVP MOUNTED ON WALL
(N) ICE BRIDGE
(N) SERVICE LIGHTS (TYP. OF 4)
(N) GPS ANTENNA
(E) CMU WALL
(E) PROPERTY LINE
(N) "STACK" EQUIP CABINET
(N) "PURCELL" EQUIP. CABINET
(N) 12'-0" WIDE ACCESS EASEMENT
3'-0" MIN
2'-0"
3'-6"
16'-0" (N) LEASE AREA
1 ANTENNA LAYOUT
SECTOR C AZ = 240°
(N) 70'-0" MONOPALM
SECTOR A AZ = 0°
SECTOR B AZ = 120°
KEYNOTE
ANTENNAS
POS
TECHNOLOGY
COUNT
MODEL #
NOTES
1 LTE 3 APX17DWV-17DWVS-E-A20 1 PER SECTOR
2 GSM/UPCS 3 APX17DWV-17DWVS-E-A20 1 PER SECTOR
RRU'S (REMOTE RADIO UNITS)
POS
TECHNOLOGY
MODEL #
NOTES
3 - LTE 3 FRG -
4 - GSM/UPCS 2 FXFC -
5 - COVP 1 RNSNDC-7771-PF-48 -
6 - - 3 STANDOFF BOOM & GATE 7'-0"
7 - - - 6'-0"
ENLARGED SITE PLAN
ANTENNA PLAN
EQUIPMENT LAYOUT
DRAWN BY: TJ
CHECKED BY: TJ
A-2
PH12200A
RATTLESNAKE RIDGE
RLS
RELIANT LAND SERVICES
7201 E. CAMELBACK RD, SUITE 313, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH. (602) 433-0050 FAX (602) 433-0060
T-Mobile
2625 S. PLAZA DR. #100, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582

EXHIBIT D

WHEN RECORDED
RETURN TO:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/PH12200A

MEMORANDUM OF AGREEMENT
APN: _____

This MEMORANDUM OF AGREEMENT is entered into by and between the Town of Marana, Arizona, with an address of 11555 W. Civic Center Drive, Marana, Arizona 85653 (hereinafter referred to as "**TOWN**") and T-Mobile West LLC, a Delaware limited liability company, with an address of 12920 SE 38th Street, Bellevue, WA 98006 (hereinafter referred to as "**Lessee**").

1. TOWN and Lessee entered into an Option and Wireless Communications Site Lease Agreement ("**Agreement**") effective _____, 20_____ ("**Effective Date**").

2. The Agreement relates to a certain Site owned by TOWN described as set forth in **Exhibit A** and necessary access and utility easements (collectively referred to hereafter as the "**Premises**") as set forth in **Exhibit B**, attached hereto and incorporated by reference.

3. The Agreement allows Lessee to conduct investigations and tests to determine if the Premises are appropriate for installing, operating and maintaining a wireless communications facility and other improvements during a specified Due Diligence Period.

4. The Agreement allows Lessee to exercise an option to lease the Premises for a five-year term upon written notice to TOWN, with a provision for renewal for up to five additional five-year terms.

5. This Memorandum of Agreement is solely for purposes of memorializing the Agreement and shall not serve to change or alter any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year stated below.

"TOWN":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Ed Honea
Mayor

_____
Date

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"Lessee":

T-MOBILE WEST LLC, a Delaware limited liability company

_____
[NAME]
[Title]

_____
Date

ATTACH EXHIBITS
(USE SAME EXHIBITS AS USED FOR THE LEASE)

WHEN RECORDED
RETURN TO:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/PH12200A

MEMORANDUM OF AGREEMENT
APN: 221-21-118A

This MEMORANDUM OF AGREEMENT is entered into by and between the Town of Marana, Arizona, with an address of 11555 W. Civic Center Drive, Marana, Arizona 85653 (hereinafter referred to as "**TOWN**") and T-Mobile West LLC, a Delaware limited liability company, with an address of 12920 SE 38th Street, Bellevue, WA 98006 (hereinafter referred to as "**Lessee**").

1. TOWN and Lessee entered into an Option and Wireless Communications Site Lease Agreement ("**Agreement**") effective December 17, 20 15 ("**Effective Date**").

2. The Agreement relates to a certain Site owned by TOWN described as set forth in **Exhibit A** and necessary access and utility easements (collectively referred to hereafter as the **"Premises"**) as set forth in **Exhibit B,** attached hereto and incorporated by reference.

3. The Agreement allows Lessee to conduct investigations and tests to determine if the Premises are appropriate for installing, operating and maintaining a wireless communications facility and other improvements during a specified Due Diligence Period.

4. The Agreement allows Lessee to exercise an option to lease the Premises for a five-year term upon written notice to TOWN, with a provision for renewal for up to five additional five-year terms.

5. This Memorandum of Agreement is solely for purposes of memorializing the Agreement and shall not serve to change or alter any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year stated below.

[Signature pages follow.]

"TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

Ed Honea

Ed Honea
Mayor
Date 12-18-15

Resolution 2015.095

ATTEST:

Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

[Notary block for Landlord]

STATE OF Arizona)
) ss.
COUNTY OF Pima)

This instrument was acknowledged before me on December 18, 2015 by Ed Honea, [title] Mayor of Town of Marana a Municipality [type of entity], on behalf of said Town of Marana [name of entity].

Dated: December 18, 2015

Suzanne Sutherland
Notary Public
Print Name Suzanne Sutherland
My commission expires 09/11/2018

Suzanne Sutherland
Notary Public
Pima County, Arizona
My Comm. Expires 09-11-18

(Use this space for notary stamp/seal)

"Lessee":

T-MOBILE WEST LLC, a Delaware limited liability company

Danny Bazerman
Area Director Engineering & Operations

12/17/15
Date

[Notary block for Tenant]

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

I certify that I know or have satisfactory evidence that Danny Bazerman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director Engineering & Operations of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/17/15

Notary Public
Print Name Stephanie K. Lentz
My commission expires 2/2/2016

Stephanie K. Lentz
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 02, 2016

(Use this space for notary stamp/seal)

LESSOR'S LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID PARCEL BEING ALL OF BLOCK 5, CONTINENTAL RESERVE, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 35, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

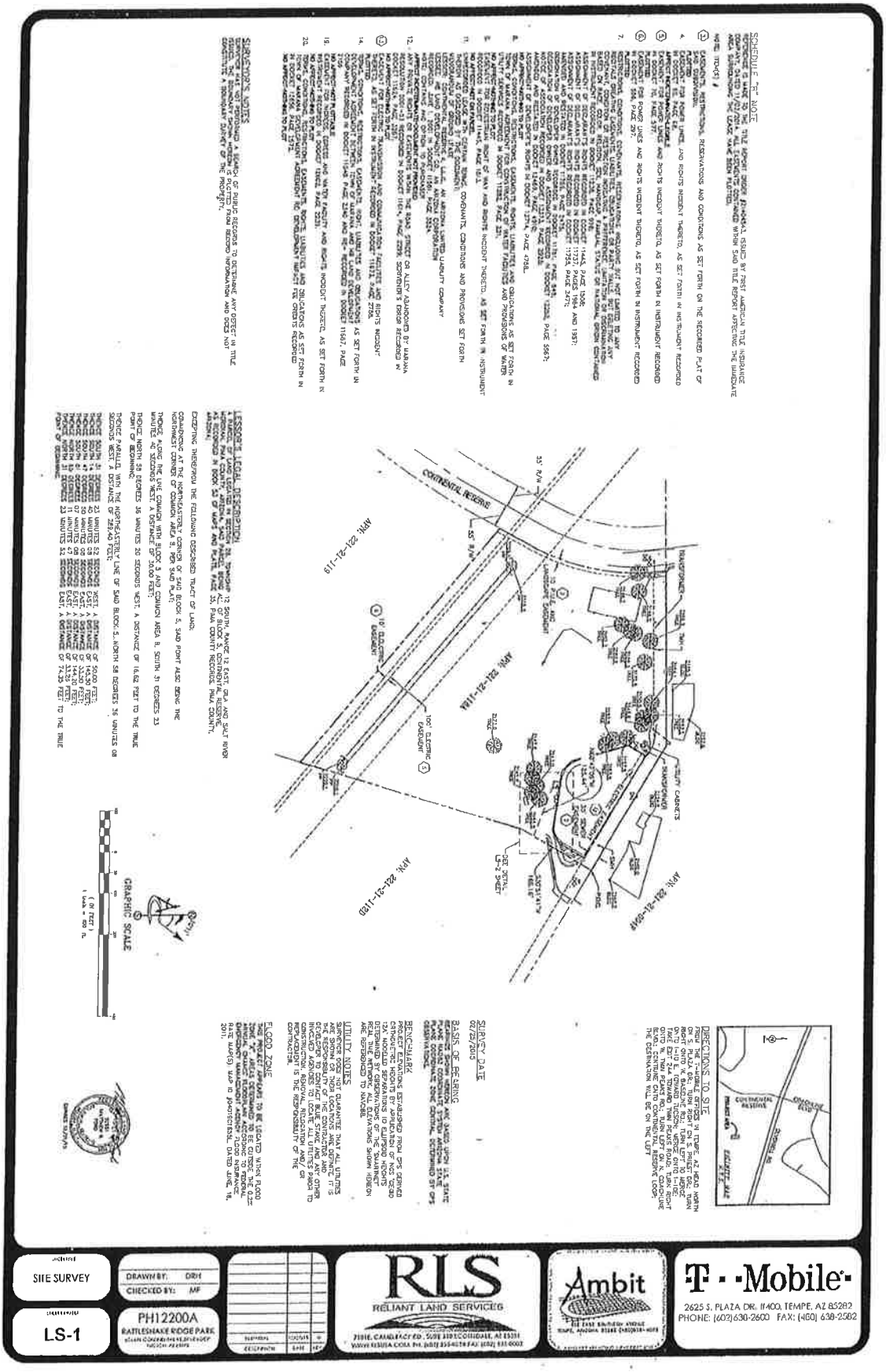
COMMENCING AT THE NORTHEASTERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF COMMON AREA B, PER SAID PLAT;

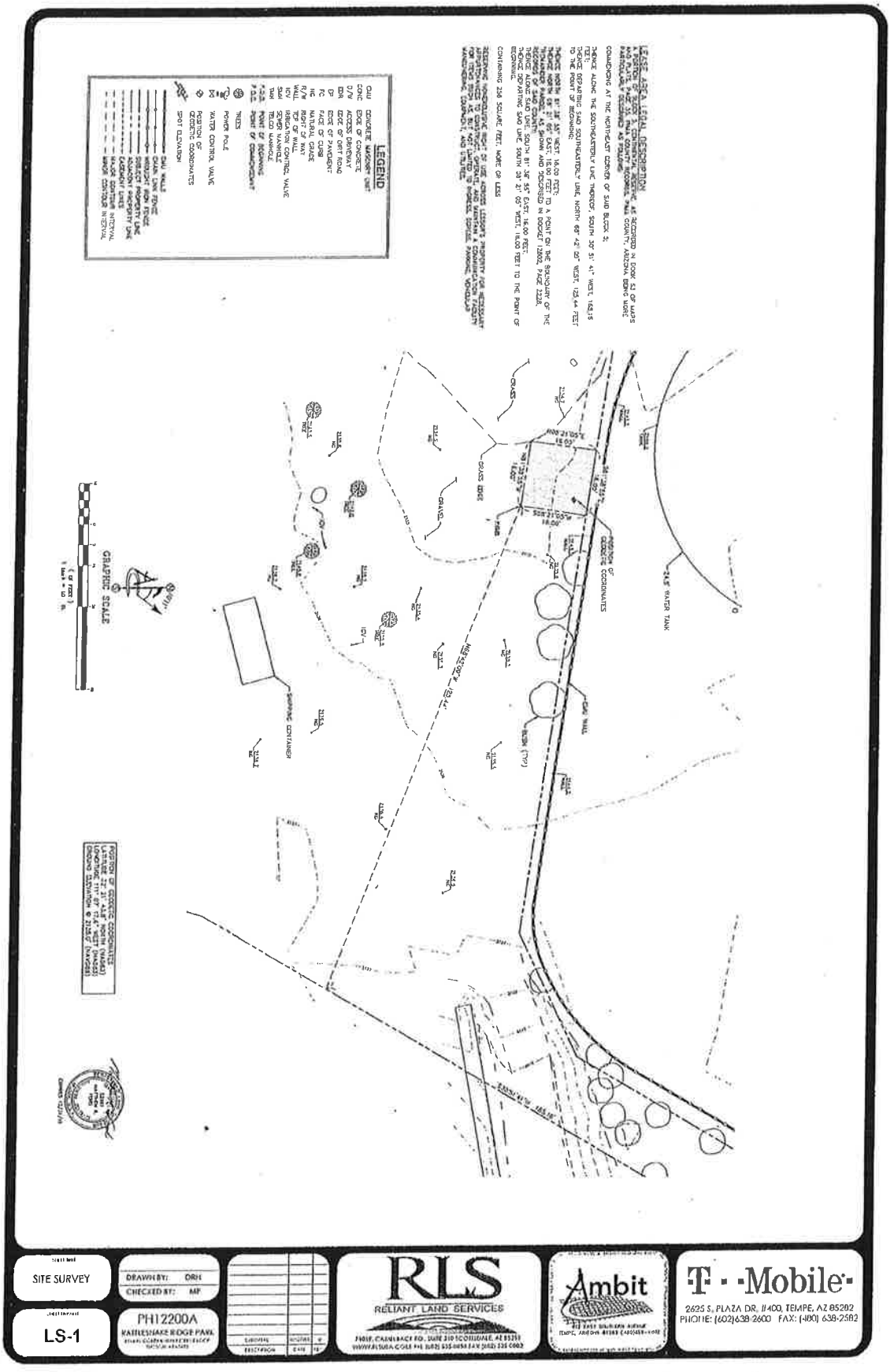
THENCE ALONG THE LINE COMMON WITH BLOCK 5 AND COMMON AREA B, SOUTH 31 DEGREES 23 MINUTES 40 SECONDS WEST, A DISTANCE OF 30.00 FEET;

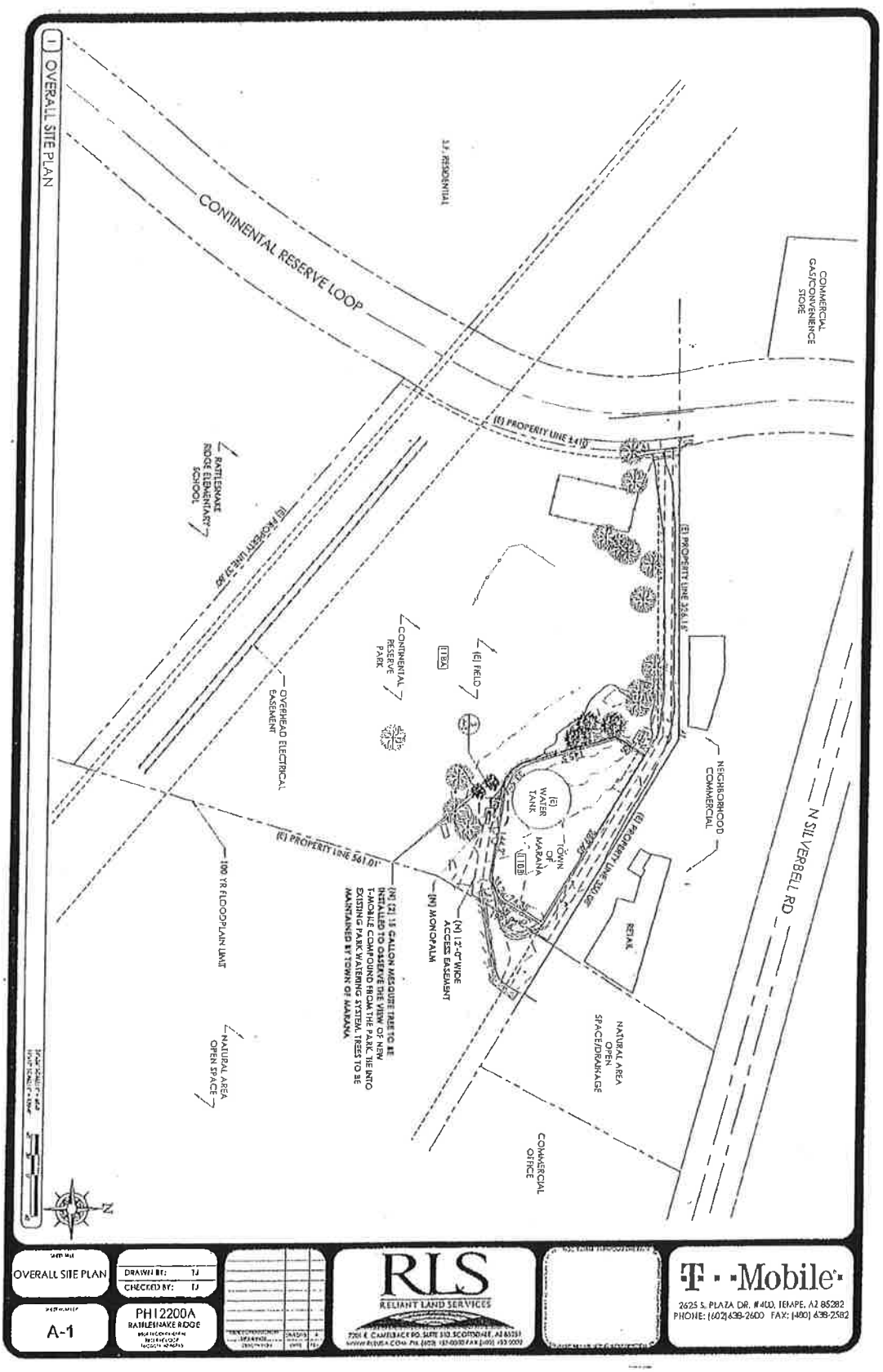
THENCE NORTH 58 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 16.62 FEET TO THE TRUE POINT OF BEGINNING;

THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, NORTH 58 DEGREES 36 MINUTES 08 SECONDS WEST, A DISTANCE OF 289.40 FEET;

THENCE SOUTH 31 DEGREES 23 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 14 DEGREES 10 MINUTES 08 SECONDS EAST, A DISTANCE OF 145.50 FEET;
THENCE SOUTH 47 DEGREES 50 MINUTES 08 SECONDS EAST, A DISTANCE OF 33.50 FEET;
THENCE SOUTH 81 DEGREES 07 MINUTES 08 SECONDS EAST, A DISTANCE OF 144.20 FEET;
THENCE NORTH 65 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.26 FEET;
THENCE NORTH 31 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 74.35 FEET TO THE TRUE POINT OF BEGINNING.


SCHEDULE "B" NOTE
SURVEYOR'S NOTES
LESSOR'S LEGAL DESCRIPTION
DIRECTIONS TO SITE
FROM THE T-MOBILE OFFICES IN TEMPE, AZ HEAD NORTH ON S. PLAZA DR. TURN RIGHT ON S. PRIEST DR. TURN RIGHT ON E. CONTINENTAL PEAK DR. TURN LEFT ONTO I-10 E. TOWARD TUCSON. MERGE ONTO I-10 E. TAKE EXIT 242 TOWARD MARANA. TURN RIGHT ONTO N. TANGERINE FARMS ROAD. TURN RIGHT ONTO N. THAM PEAK DR. TURN LEFT ONTO N. CONTINENTAL RESERVE LOOP. THE DESTINATION WILL BE ON THE LEFT
SURVEY DATE
02/25/2015
BASIS OF BEARING
BENCHMARK
FLOOD ZONE
UTILITY NOTES
GRAPHIC SCALE
SITE SURVEY
LS-1
DRAWN BY: DRH
CHECKED BY: MF
PH12200A
RATTLESNAKE RIDGE PARK
RLS
RELIANT LAND SERVICES
Ambit
T··Mobile·
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)630-2600 FAX: (480) 638-2582


LEASE AREA LEGAL DESCRIPTION
A PORTION OF BLOCK 2, CONTINENTAL RANCHOS, AS RECORDED IN BOOK 53 OF MAPS AND PLATS, PAGE 29, RECORDS OF PIMA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2;
THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 30° 51' 41" WEST, 168.15 FEET;
THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 68° 42' 00" WEST, 123.44 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 21° 05' 55" WEST, 16.00 FEET;
THENCE SOUTH 68° 54' 05" WEST, 16.00 FEET TO A POINT ON THE BOUNDARY OF THE PROPERTY AS SHOWN AND DESCRIBED IN DOCKET 12802, PAGE 2228, RECORDS OF SAID COUNTY;
THENCE ALONG SAID LINE, SOUTH 21° 05' 55" EAST, 16.00 FEET;
THENCE DEPARTING SAID LINE, NORTH 68° 54' 05" EAST, 16.00 FEET TO THE POINT OF BEGINNING
CONTAINING 256 SQUARE FEET, MORE OR LESS
RESERVING UNDERGROUND RIGHT OF USE, CROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE AND MAINTAIN FACILITIES, INCLUDING BUT NOT LIMITED TO, UNDERGROUND CONDUIT, AND UTILITIES.
RESERVING NONEXCLUSIVE RIGHT OF USE, CROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE AND MAINTAIN FACILITIES, INCLUDING BUT NOT LIMITED TO, UNDERGROUND CONDUIT, AND UTILITIES.
LEGEND
CMU CONCRETE MASONRY UNIT
C/L EDGE OF CONCRETE
D/W ACCESS DRIVEWAY
EOA EDGE OF DIRT ROAD
E.O.P. EDGE OF PAVEMENT
FG FACE OF GRADE
NG NATURAL GRADE
R/W RIGHT OF WAY
TOW TOP OF WALL
WALL RETAINING WALL
SMH SEWER MANHOLE
TMH TELCO MANHOLE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
TREES
POWER POLE
WATER CONTROL VALVE
POSITION OF GEODETIC COORDINATES
SPOT ELEVATION
CMU WALL
WOOD FENCE
WROUGHT IRON FENCE
PROJECT PROPERTY LINE
ADJACENT PROPERTY LINE
MAJOR CONTOUR INTERVAL
MINOR CONTOUR INTERVAL
GRAPHIC SCALE
POSITION OF GEODETIC COORDINATES
LATITUDE 32° 31' 41.18" NORTH (NAD83)
LONGITUDE 111° 07' 12.4" WEST (NAD83)
GROUND ELEVATION @ 2128.0' (NAVD88)
GRASS
GRASS EDGE
SHIPPING CONTAINER
CMU WALL
24.5' WATER TANK
POSITION OF GEODETIC COORDINATES
N68°54'05"W 16.00'
S68°54'05"E 16.00'
N21°05'55"W 16.00'
S21°05'55"E 16.00'
N68°42'00"W 123.44'
S30°51'41"W 168.15'
SITE SURVEY
LS-1
DRAWN BY: ORH
CHECKED BY: MF
PH12200A
RATTLESNAKE RIDGE PAVE
RLS
RELIANT LAND SERVICES
Ambit
T··Mobile·
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)638-2600 FAX: (480) 638-2582


1 OVERALL SITE PLAN
CONTINENTAL RESERVE LOOP
I-1 RESIDENTIAL
COMMERCIAL GAS/CONVENIENCE STORE
(E) PROPERTY LINE 2,410'
RATTLESNAKE RIDGE ELEMENTARY SCHOOL
(E) PROPERTY LINE 2,310'
(E) PROPERTY LINE 2,415'
CONTINENTAL RESERVE PARK
(E) FIELD
OVERHEAD ELECTRICAL EASEMENT
(E) WATER TANK
TOWN OF MARANA
NEIGHBORHOOD COMMERCIAL
N SILVERBELL RD
(E) PROPERTY LINE 561.01'
100 YR FLOODPLAIN LIMIT
(N) [2] 15 GALLON MESQUITE TREES TO BE INSTALLED TO OBSERVE THE VIEW OF NEW T-MOBILE COMPOUND FROM THE PARK. TIE INTO EXISTING PARK WATERING SYSTEM. TREES TO BE MAINTAINED BY TOWN OF MARANA
(N) MONOPALM
(N) 12'-0" WIDE ACCESS EASEMENT
RETAIL
NATURAL AREA OPEN SPACE/DRAINAGE
NATURAL AREA OPEN SPACE
COMMERCIAL OFFICE
N
OVERALL SITE PLAN
DRAWN BY: TJ
CHECKED BY: TJ
A-1
PH12200A
RATTLESNAKE RIDGE
RLS
RELIANT LAND SERVICES
T-Mobile
2625 S. PLAZA DR. #400, TEMPE, AZ 85282
PHONE: (602)438-2600 FAX: (480) 638-2582

Council-Regular Meeting **A2**

Meeting Date: 03/15/2016

To: Mayor and Council

Submitted For: Cynthia Ross, Planner II

From: Cynthia Ross, Planner II

Date: March 15, 2016

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Strategic Plan Initiative 16 – Explore opportunities for annexation to enhance Economic Activity Centers, including Land within the Town's General Plan Planning Area

Subject: PUBLIC HEARING: Relating to Annexation; discussion and consideration of annexation of approximately 8.4 acres of property generally located near the southeast corner of Twin Peaks Road and Tiffany Loop (Cynthia Ross)

Discussion:

The Town of Marana is processing an annexation for approximately 8.4 acres of property generally located near the southeast corner of Twin Peaks Road and Tiffany Loop within a portion of the northwest quarter of Section 22, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona.

The proposed annexation area is contiguous to the Town's corporate limits and is within the Town of Marana's General Plan Planning Area. The proposed annexation is comprised of 3 parcels that total 8.4 acres. Pima County's Comprehensive Plan land use for these parcels is Industrial (I). The adopted Land Use Plan for the Town of Marana designates these parcels as Industrial (I).

Each of the 3 parcels has different Pima County zoning classifications:

Assessor Parcel # 226-15-018F, approximately 1.54 acres, is zoned Rural Homestead (RH). The Pima County RH zoning will translate to Marana's Rural Development (RD-180).

Assessor Parcel # 226-15-019A, approximately 4.11 acres, has two Pima County zoning classifications, Rural Homestead (RH) and General Business Zone (CB-2). The RH zoning will translate to Marana's Rural Development (RD-180), and the CB-2 zoning will translate to Marana's Village (VC) Zone.

Assessor Parcel # 226-15-008B, approximately 2.74 acres, is zoned General Industrial (CI-2). The Pima County CI-2 zoning will translate to Marana's Heavy Industrial (HI) zone.

A blank annexation petition was filed with the Pima County Recorder's office on February 19, 2016. This public hearing is mandated by state law (A.R.S. § 9-471(A)(3)), which requires the Town to hold a public hearing on the annexation not less than 20 nor more than 30 days after the filing of the blank petition.

Staff Recommendation:

No action required - public hearing only

Suggested Motion:

No motion required.

Attachments

Recorded Blank Annexation Petition

Location Map

Pioneer Landscaping Materials Annexation Area

F. ANN RODRIGUEZ, RECORDER
Recorded By: LH
DEPUTY RECORDER
41

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20160500176
NO. PAGES: 4
ANNEXP 02/19/2016
11:29:50
PICK UP
AMOUNT PAID: $7.00

ANNEXATION PETITION

[PIONEER LANDSCAPING MATERIALS ANNEXATION]

TO THE HONORABLE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA:

We, the undersigned, being the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property, as shown by the last assessment of said property by the County Assessor or by the Arizona Department of Revenue, which would be subject to taxation by the Town of Marana in the event of annexation within the territory proposed to be annexed, which is described in the legal description attached to and incorporated in this Petition as Exhibit A, said territory being contiguous to the corporate limits of the Town of Marana, with the exterior boundaries of the territory proposed to be annexed shown on the map attached to and incorporated in this Petition as Exhibit B, request the Town of Marana to annex the described territory as provided in A.R.S. § 9-471.

PROPERTY OWNER: _____

_____

PROPERTY ADDRESS: _____

_____

PROPERTY DESCRIPTION: _____
(or parcel number or
legal description) _____

_____

AZ STATE TAX CODE #: _____

AUTHORIZED SIGNATURES(S) _____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

(NOTE: Each signature *must* be dated.)

4

EXHIBIT A

LEGAL DESCRIPTION FOR
TOWN OF MARANA
PIONEER LANDSCAPE MATERIALS ANNEXATION
(Pima County Assessor Parcel Nos. 226-15-008B, 226-15-018F and 226-15-019A)

That portion of the Northwest quarter of Section 22, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 22 (1/2" rebar) from which the West quarter corner of said Section 22 (aluminum cap) bears South 00°40'40" East, 2632.82 feet;

thence South 00°40'40" East, 1081.53 feet along the West line of said Section 22;

thence departing said West line, South 74°40'03" East, 734.41 feet;

thence South 46°02'33" East, 178.59 feet to the most northwesterly corner of said certain property and the beginning of a non-tangent curve concave northwesterly having a radius of 7,799.44 feet, a radial line from said beginning bears North 32°52'16" West, said beginning of a non-tangent curve also being the POINT OF BEGINNING;

thence northeasterly 140.77 feet along said curve through a central angle of 01°02'03";

thence on a non-tangent line North 75°07'52" East, 164.09 feet;

thence South 33°12'37" East, 9.50 feet;

thence North 77°51'46" East, 33.71 feet;

thence North 88°26'24" East, 170.26 feet;

thence South 35°03'01" East, 602.51 feet;

thence South 55°01'04" West, 412.01 feet;

thence South 65°23'24" West, 245.63 feet;

thence North 02°18'47" West, 232.56 feet;

thence North 19°24'42" West, 361.50 feet;



EXP: 06/30/2018

thence North 46°02'33" West, 194.60 feet to the POINT OF BEGINNING.

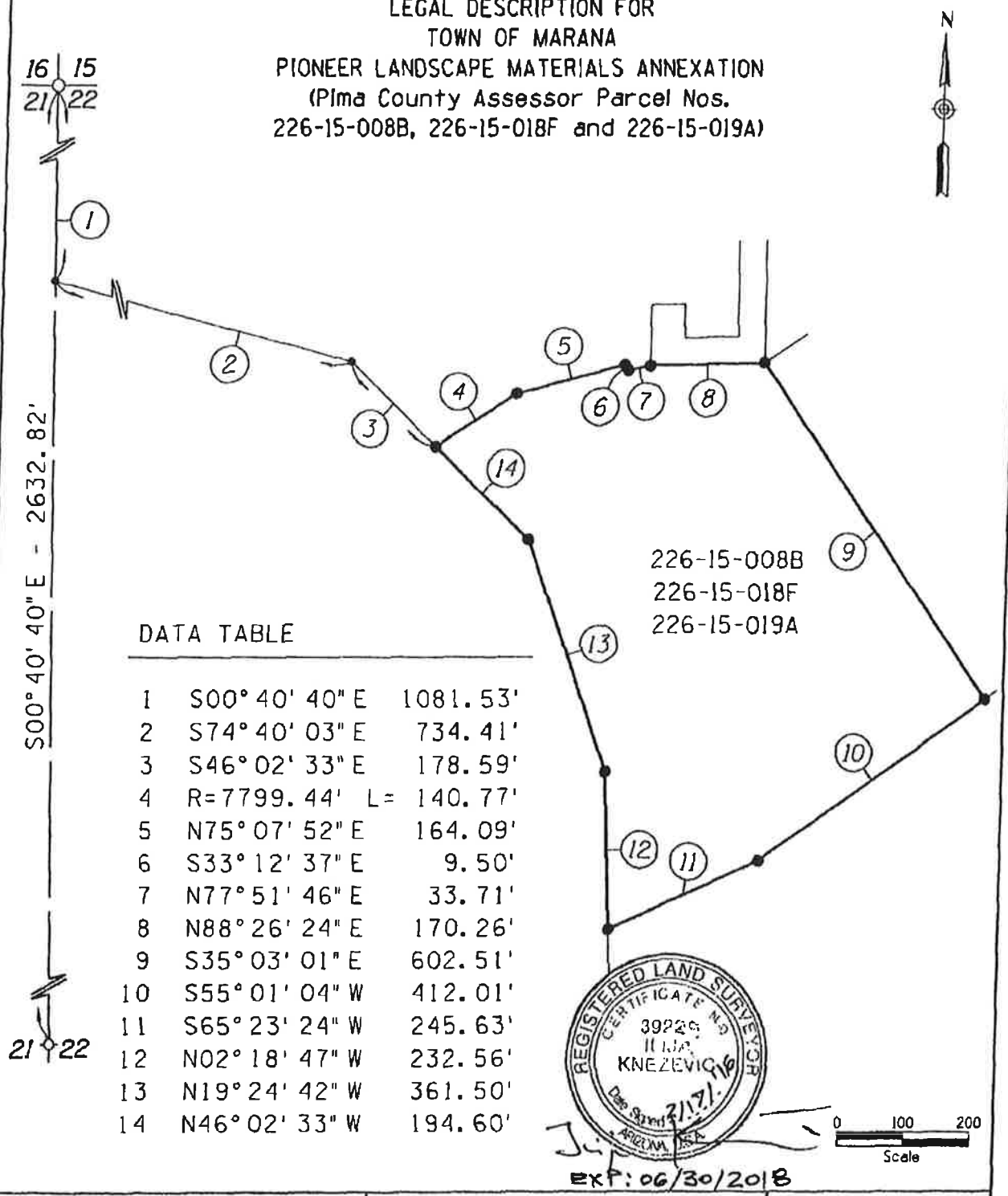
Said parcel for annexation contains 365,732 square feet or 8.3960 acres more or less.

Said above legal description for annexation represents the area described in Docket 13275 at page 625, recorded at the Pima County Recorder's Office, and encompasses Pima County Assessor Parcel Nos. 226-15-008B, 226-15-018F and 226-15-019A.

p:\resources\survey\alpha\twinpeaks\surv\annex pioneer 2016\lgl-par19c1.lgl docx

EXHIBIT B

LEGAL DESCRIPTION FOR
TOWN OF MARANA
PIONEER LANDSCAPE MATERIALS ANNEXATION
(Pima County Assessor Parcel Nos.
226-15-008B, 226-15-018F and 226-15-019A)



DATA TABLE

1	S00° 40' 40" E	1081.53'
2	S74° 40' 03" E	734.41'
3	S46° 02' 33" E	178.59'
4	R=7799.44' L=	140.77'
5	N75° 07' 52" E	164.09'
6	S33° 12' 37" E	9.50'
7	N77° 51' 46" E	33.71'
8	N88° 26' 24" E	170.26'
9	S35° 03' 01" E	602.51'
10	S55° 01' 04" W	412.01'
11	S65° 23' 24" W	245.63'
12	N02° 18' 47" W	232.56'
13	N19° 24' 42" W	361.50'
14	N46° 02' 33" W	194.60'

AECOM
SURVEY / RIGHT OF WAY
AECOM TECHNICAL SERVICES, Inc.
7720 N 16th St, Suite 100
Phoenix, Arizona 85020
602.371.1100 www.aecom.com

TOWN OF MARANA - PIONEER LANDSCAPE MATERIALS ANNEXATION

Sheet 1 of 1

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TOWN OF MARANA AFFIDAVIT REGARDING COMPETING ANNEXATION
(Pioneer Landscaping Materials Annexation)

Comes now the affiant, Cynthia Ross, an authorized agent of the Town of Marana, and hereby files this affidavit in compliance with A.R.S. §9-471 (A)(6). Affiant affirms that she has conducted reasonable review and research and has determined that no part of the territory in the attached proposed Pioneer Landscaping Materials Annexation is already subject to an earlier filing for annexation. Further, affiant sayeth not.

C L Ross

Cynthia Ross, Town of Marana Planner II

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

Subscribed and sworn to before me this 20TH day of January, 2016 by Cynthia Ross, Planner II of the Town of Marana, duly authorized agent of the Town of Marana, on the Town's behalf.

(Seal)

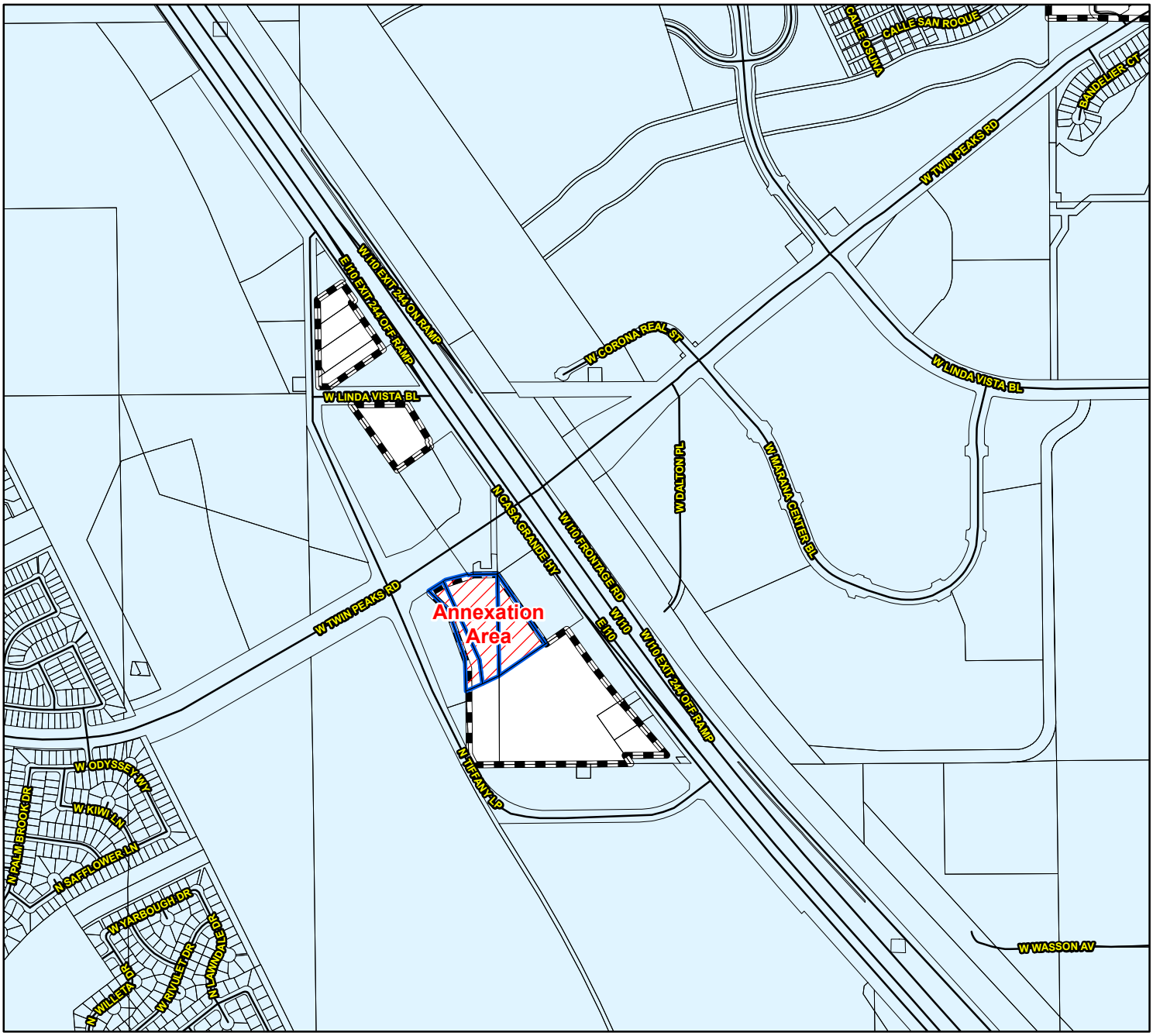
CAROLE E. GLEESON
Notary Public - Arizona
Pima County
My Commission Expires
April 4th, 2018

Carole E. Gleeson

Notary Public

Pioneer Landscaping Materials Annexation

CASE ANX1601-001

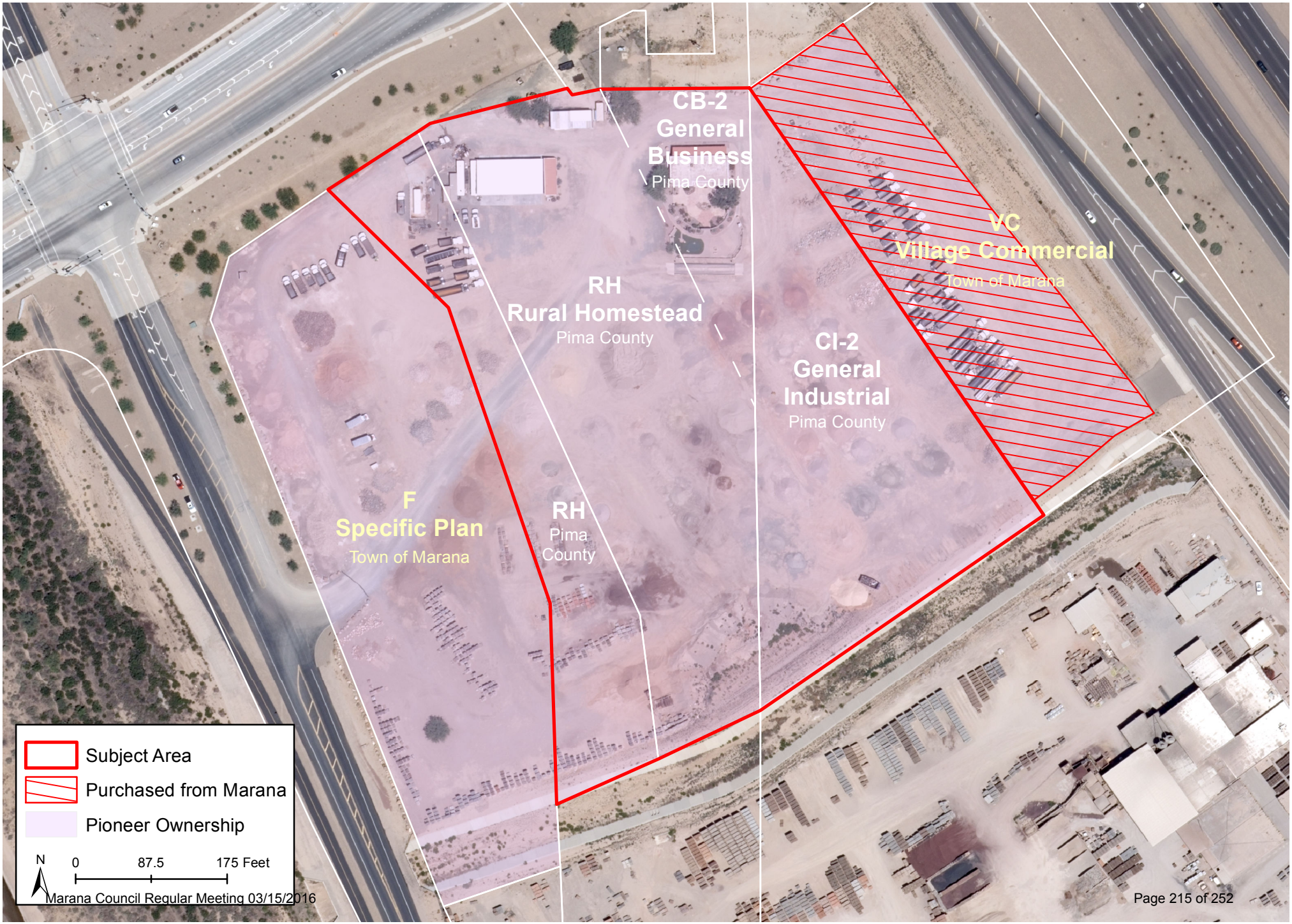


An annexation of approximately 8.4 acres located near the southeast corner of Twin Peaks Road and Tiffany Loop.

Data Disclaimer: The Town of Marana provides this map information "As Is" at the request of the user with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. In no event shall The Town of Marana become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental, consequential damages including but not limited to time, money, or goodwill, arising from the use or modification of the data.

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PIONEER LANDSCAPING MATERIALS ANNEXATION AREA



Council-Regular Meeting **A3**

Meeting Date: 03/15/2016

To: Mayor and Council

From: John Kmiec, Utilities Director

Date: March 15, 2016

Strategic Plan Focus Area:
Community

Subject: Relating to Utilities; Approving and authorizing Town staff to pursue a treatment plant approach and capacity expansion of the Marana Water Reclamation Facility (John Kmiec)

Discussion:

On March 8, 2016, staff presented information to Council on the draft results of the Marana Water Reclamation Treatment Plant Master Plan. During this presentation, staff outlined four detailed approaches that may be considered for future plant expansion. These are:

Option #1: 1.5 MGD Conventional Activated Sludge facility
Option #2: 1.2 MGD Conventional Activated Sludge facility
Option #3: 1.2 MGD (0.6 MGD Biolac and 0.6 Conventional Activate Sludge) facility
Option #4: 1.2 MGD (0.6 MGD Biolac and 0.6 MGD Biolac) facility

Each of these options were presented with pros and cons for consideration. The estimated design, permitting, construction, and construction services costs for each option were $21M, $18M, $16M, and $14.6M, respectively.

Based on the preferred treatment approach of conventional activated sludge, staff recommend the consideration of option #1 or option #2 treatment approach. While considering long term growth potential with the selected treatment approach, staff is asking council to strongly consider option #1 as the selected approach.

Upon Council's selection of a treatment approach and capacity determination, staff will immediately commence procurement of a design consultant engineer. Engineering design services may be obtained in one of two ways: retention of the current master plan consultant as

allowed under the current contract on the wastewater master plan project; or secondly, begin an open solicitation process for a design engineer with a Request for Qualifications based process.

Additionally, the Town's Finance and Water Department's will begin the necessary steps required to review and amend the current wastewater impact fee to ensure proper revenue collection based on current projections. This review will utilize the latest Town growth projections and refined design, permitting, construction, and construction services estimates received from the master plan consultant. Each process is expected to take 9 to 12 months to complete and they will happen concurrently.

Financial Impact:

Fiscal Year:	2016 - 2017
Budgeted Y/N:	Y
Amount:	$21M (Option #1) or $18M (Option #2

The FY2015-2016 five year capital improvement plan includes $12M in expenditure authority based upon expected future revenues per the current wastewater impact fee. Staff will work to include the appropriate expenditure authority in the 2016-2017 five year capital improvement plan based upon direction received this evening. Based upon the anticipated construction schedule, the project will likely be funded through an excise tax revenue obligation.

Staff Recommendation:

Staff recommends the selection of conventional activated sludge treatment process for the next phased expansion of the Marana Water Reclamation Facility. With a strong consideration for growth and the ultimate wastewater treatment plant facility build out, staff recommends the next phase of construction to include a 1.5MGD facility expansion (2 x 0.75 MGD treatment trains). This is Option #1 per the Marana Water Reclamation Facility Master Plan.

Suggested Motion:

TWO MOTIONS TO CONSIDER:

I move to approve the treatment approach of conventional activated sludge for the next expansion phase of the
Marana Water Reclamation Facility at a design capacity of 1.5MGD, per the recommended approach (Option #1) of the Marana Water Reclamation Facility Master Plan;

or;

I move to approve the treatment approach of conventional activated sludge for the next expansion phase of the
Marana Water Reclamation Facility at a design capacity of 1.2MGD, per the Option #2 approach

of the Marana Water Reclamation Facility Master Plan

Attachments

Wastewater Expansion Size and Tech
Wastewater Expansion Funding



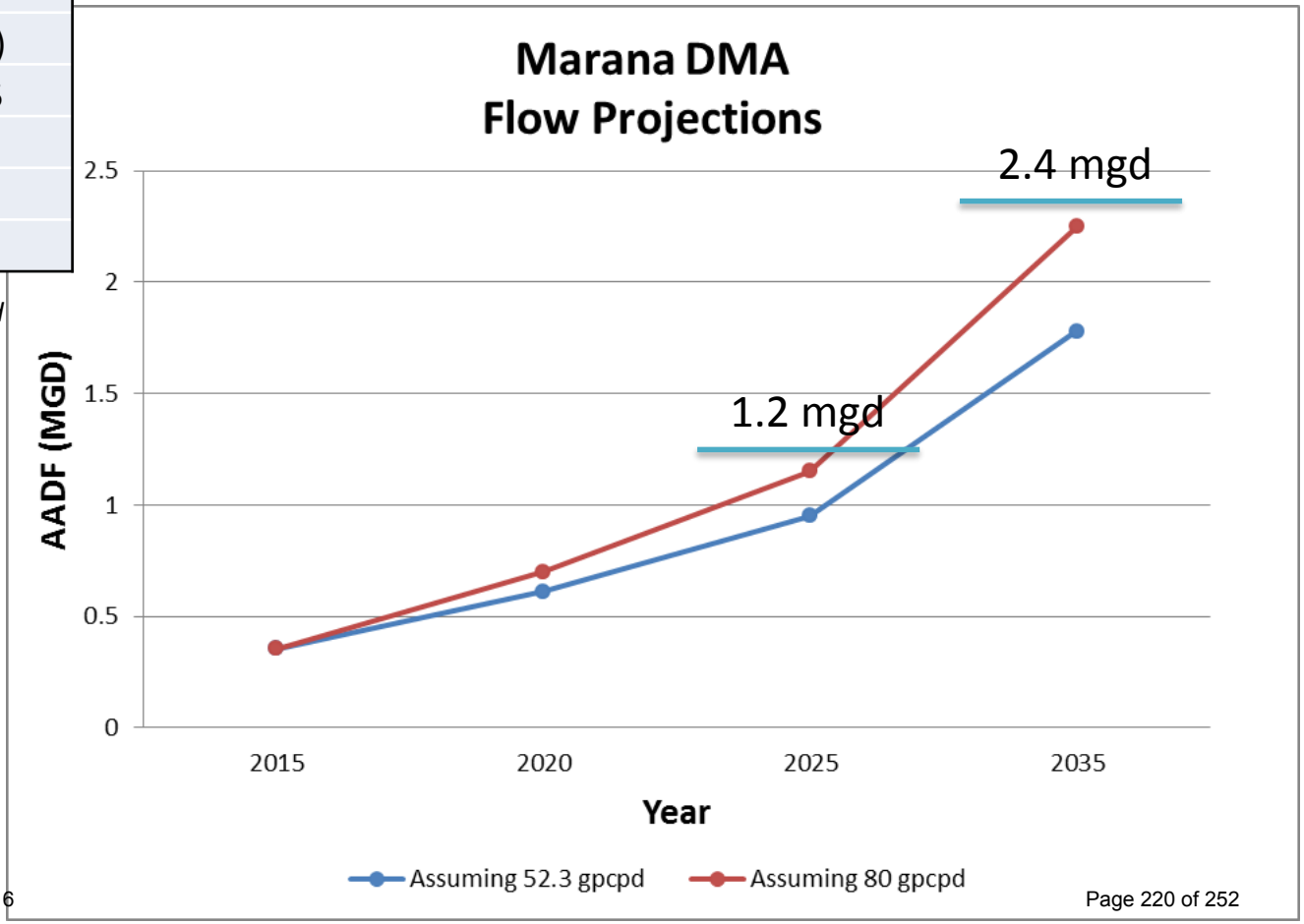
Marana Water Reclamation Facility Expansion

Option Selection

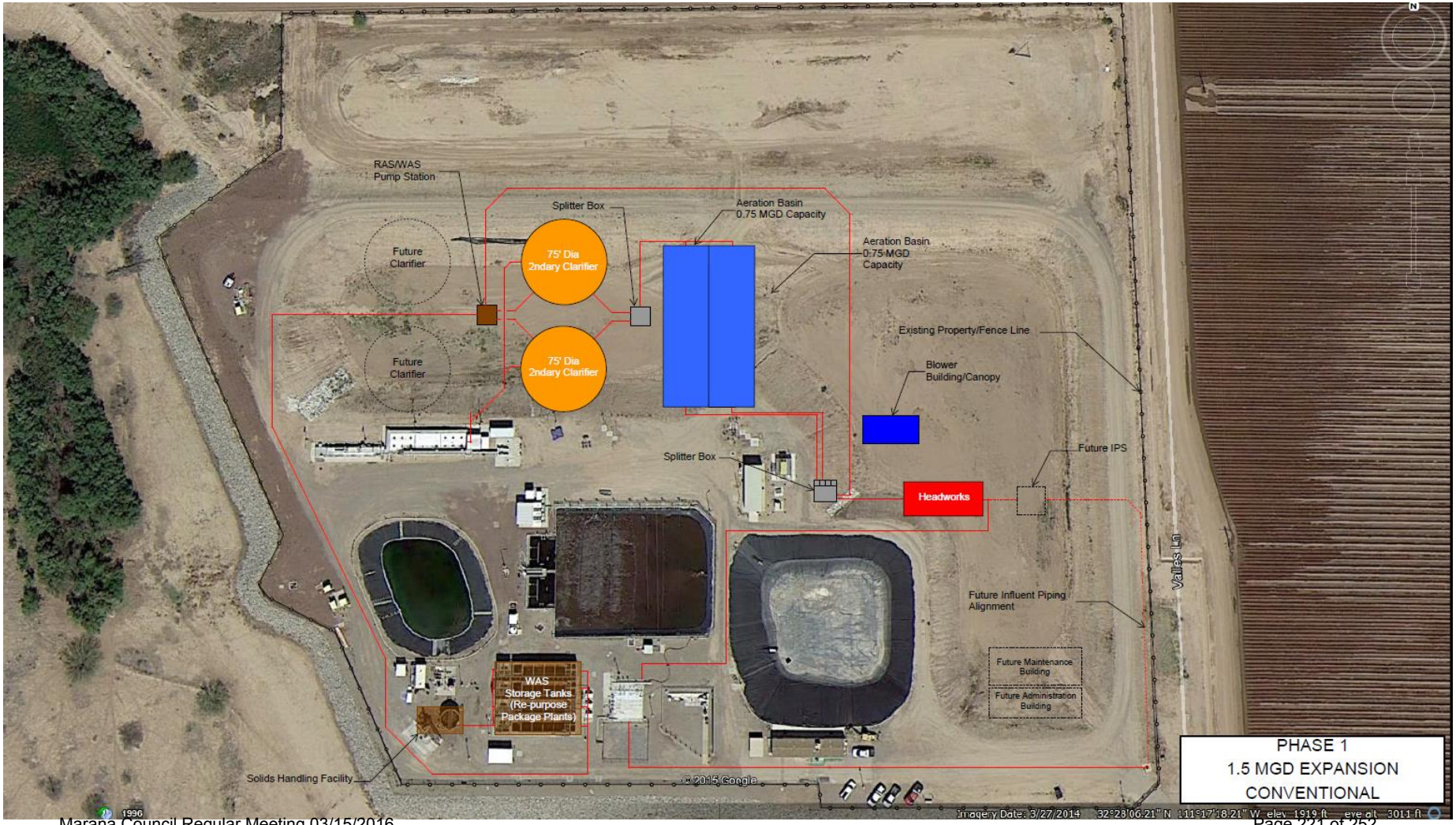
Marana Water Reclamation Facility

Year	Based on 52.3 gpcd AADF (mgd)	Based on 80 gpcd AADF (mgd)
2015	0.355	0.355
2020	0.67	0.7
2025	0.95	1.15
2035	1.78	2.25

Source: TM-1 Flow and Load Review and Projections, Westland Resources



Next Phase Preferred Option #1
1.5 MGD Conventional Activated Sludge



Next Phase Preferred Option #1
1.5 MGD Conventional Activated Sludge

Marana WRF Master Plan		
Process Option - New 1.5 mgd CAS		**1.5 MGD**
DESCRIPTION		**Phase 1**
General Requirement	8.0%	$767,537.32
Yard/Site Facilities	12.0%	$1,151,305.98
New Influent Sewer Line		$99,178
Headworks Facilities		$726,094
Influent Pump Station		$157,500
Bioreactor Splitter Box		$229,257
Retrofit Existing Biolac and Liner Repairs		$
New 1.5 mgd Conventional Activated Sludge System		$3,818,258
Secondary Clarifier Splitter Box		$206,439
Secondary Clarifier		$2,840,945
RAS/WAS Pump Station		$455,120
Tertiary Filter		$
WAS Storage Tank		$243,047
Dewatering Facilties		$917,556
Subtotal "Baseline" Direct Costs		***$11,612,237***
Escalation Contingency	3.0%	$348,367
Design Contingency	25.0%	$2,903,059
TOTAL DIRECT COSTS		**$14,863,664**
General Conditions	10.0%	$1,486,366
SUBTOTAL 1		$16,350,030
Bond and Insurance	2.5%	$371,592
SUBTOTAL 2		$16,721,622
Salex Tax (at 50% of current Marana tax rate)	8.6%	$830,879
TOTAL ESTIMATED CONSTRUCTION COST		**$17,552,501**

Plus ~20% for Design, Permitting and Construction Services:
$21M required

Next Phase Preferred Option #1
1.5 MGD Conventional Activated Sludge

Pros	Cons
One primary process to maintain/control	High up-front cost
Operational control and flexibility	Short sludge holding time
Longevity	
Recirculation is optional	
Water quality loading	
Technologically advanced	
Repurpose existing plant	
Low aeration/power requirements	
Lower sludge production	
Built above ground – may be able to eliminate some on-site pumping	

Next Phase Preferred Option #2
1.2 MGD Conventional Activated Sludge



Next Phase Preferred Option #2
1.2 MGD Conventional Activated Sludge

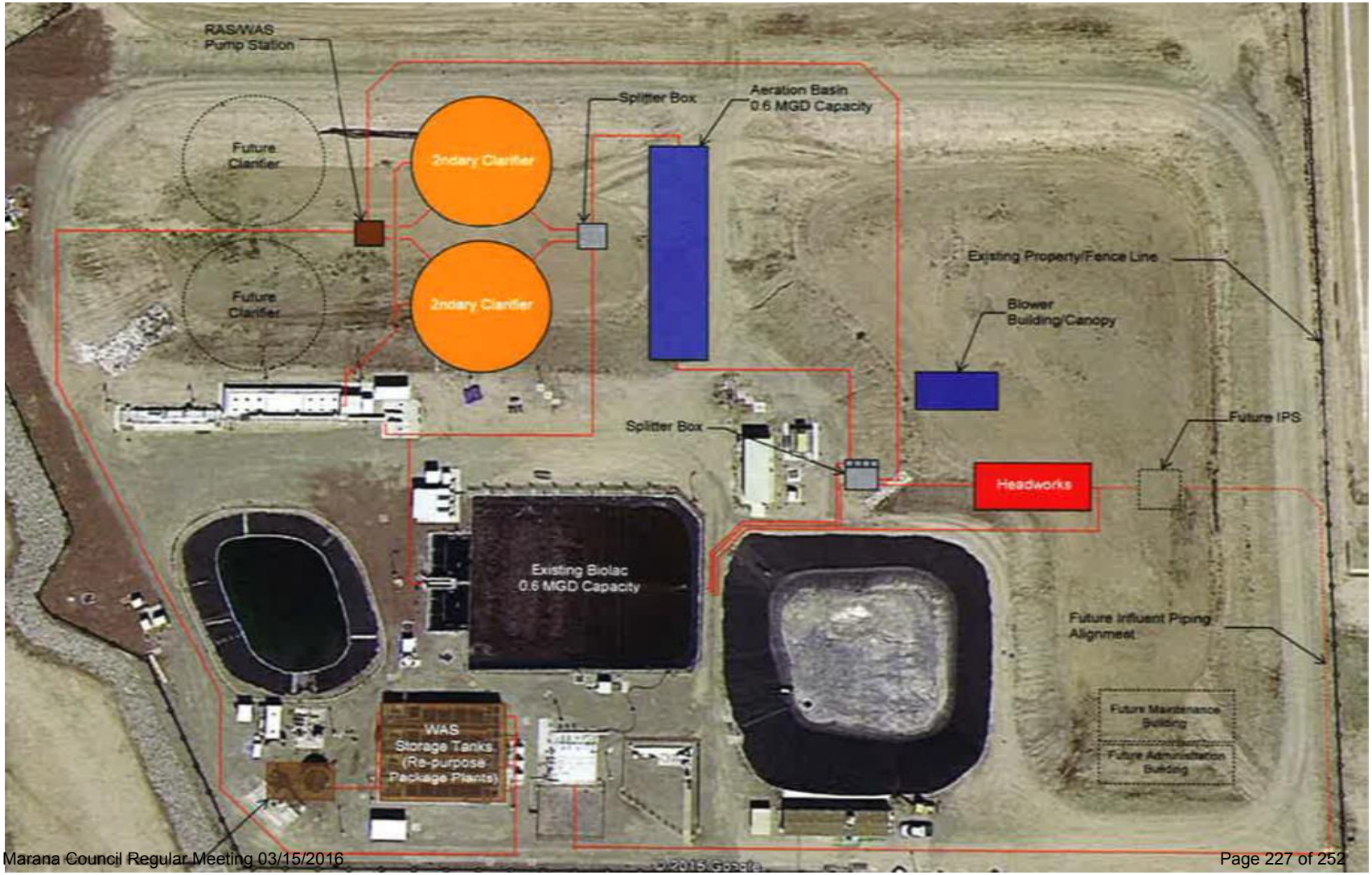
Marana WRF Master Plan		
Process Option - New 1.2 mgd CAS		**1.2 MGD**
DESCRIPTION		**Phase 1**
General Requirement	8.0%	$682,228.95
Yard/Site Facilities	12.0%	$1,023,343.43
New Influent Sewer Line		$99,178
Headworks Facilities		$726,094
Influent Pump Station		$157,500
Bioreactor Splitter Box		$229,257
Retrofit Existing Biolac and Liner Repairs		$
New 1.2 mgd Conventional Activated Sludge System		$3,156,914
Secondary Clarifier Splitter Box		$206,439
Secondary Clarifier		$2,489,935
RAS/WAS Pump Station		$401,120
Tertiary Filter		$
WAS Storage Tank		$243,047
Dewatering Facilties		$917,556
Subtotal "Baseline" Direct Costs		***$10,332,612***
Escalation Contingency	3.0%	$309,978
Design Contingency	25.0%	$2,583,153
TOTAL DIRECT COSTS		**$13,225,743**
General Conditions	10.0%	$1,322,574
SUBTOTAL 1		$14,548,318
Bond and Insurance	2.5%	$330,644
SUBTOTAL 2		$14,878,961
Salex Tax (at 50% of current Marana tax rate)	8.6%	$739,319
TOTAL ESTIMATED CONSTRUCTION COST		**$15,618,280**

Plus ~20% for Design, Permitting and Construction Services:
$18M required

Next Phase Preferred Option #2
1.2 MGD Conventional Activated Sludge

Pros	Cons
One primary process to maintain/control	High up-front cost
Operational control and flexibility	Short sludge holding time
Longevity	Would have to begin expansion sooner
Recirculation is optional	
Water quality loading	
Technologically advanced	
Repurpose existing plant	
Low aeration/power requirements	
Lower sludge production	
Built above ground – may be able to eliminate some on-site pumping	

Nex Phase Optior 3
1.2 MGD – 0.6 MGD Conventional Activated Sludge + 0.6 MGD Existing Biolac



Next Phase Option 3
1.2 MGD – 0.6 MGD Conventional Activated Sludge + 0.6 MGD Existing Biolac

Marana WRF Master Plan		
Process Option - Retrofit Exist Biolac + new 0.6 mgd CAS		**1.2 MGD**
DESCRIPTION		**Phase 1**
General Requirement	8.0%	$605,590.87
Yard/Site Facilities	12.0%	$908,386.31
New Influent Sewer Line		$99,178
Headworks Facilities		$726,094
Influent Pump Station		$157,500
Bioreactor Splitter Box		$229,257
Retrofit Existing Biolac and Liner Repairs		$300,629
New 0.6 mgd Conventional Activated Sludge System		$1,898,309
Secondary Clarifier Splitter Box		$206,439
Secondary Clarifier		$2,489,935
RAS/WAS Pump Station		$401,120
Tertiary Filter		$
WAS Storage Tank		$243,047
Dewatering Facilties		$917,556
Subtotal "Baseline" Direct Costs		***$9,183,041***
Escalation Contingency	3.0%	$275,491
Design Contingency	25.0%	$2,295,760
TOTAL DIRECT COSTS		**$11,754,292**
General Conditions	10.0%	$1,175,429
SUBTOTAL 1		$12,929,721
Bond and Insurance	2.5%	$293,857
SUBTOTAL 2		$13,223,579
Sales Tax (at 50% of current Marana tax rate)	8.6%	$657,065
TOTAL ESTIMATED CONSTRUCTION COST		**$13,880,644**

Plus ~20% for Design, Permitting and Construction Services:
$16M required

Nex Phase Optior 3
1.2 MGD – 0.6 MGD Conventional Activated Sludge + 0.6 MGD Existing Biolac

Pros	Cons
Lower up-front cost	Need to rehab existing Biolac
Utilize existing plant longer	Operators must manage two separate processes; more complex operation
Possible shorter construction time	Regulatory compliance becomes more complex
	Biolac will eventually be replaced (sunk cost)
	Higher aeration/energy cost
	Higher sludge production (from Biolac)
	Would have to begin expansion sooner

Next Phase Option #4
1.2 MGD – New Biolac + Existing Biolac



Next Phase Option #4
1.2 MGD – New Biolac + Existing Biolac

Marana WRF Master Plan		
Process Option - Retrofit Exist Biolac + new 0.6 mgd Biolac		**1.2 MGD**
DESCRIPTION		**Phase 1**
General Requirement	8.0%	$532,381.67
Yard/Site Facilities	12.0%	$798,572.51
New Influent Sewer Line		$99,178
Headworks Facilities		$726,094
Influent Pump Station		$157,500
Bioreactor Splitter Box		$229,257
Retrofit Existing Biolac and Liner Repairs		$300,629
New 0.6 mgd Biolac		$983,194
Secondary Clarifier Splitter Box		$206,439
Secondary Clarifier		$2,489,935
RAS/WAS Pump Station		$401,120
Tertiary Filter		$
WAS Storage Tank		$243,047
Dewatering Facilties		$917,556
Subtotal "Baseline" Direct Costs		***$8,084,903***
Escalation Contingency	3.0%	$242,547
Design Contingency	25.0%	$2,021,226
TOTAL DIRECT COSTS		**$10,348,675**
General Conditions	10.0%	$1,034,868
SUBTOTAL 1		$11,383,543
Bond and Insurance	2.5%	$258,717
SUBTOTAL 2		$11,642,260
Salex Tax (at 50% of current Marana tax rate)	8.6%	$578,491
TOTAL ESTIMATED CONSTRUCTION COST		**$12,220,751**

Plus ~20% for Design, Permitting and Construction Services: $14.6M required

Nex Phase Optior 4
1.2 MGD – New 0.6 MGD Biolac + 0.6 MGD Existing Biolac

Pros	Cons
Lowest up-front cost	Will be completely replaced at some point to maximize site potential
Current operation	Does not provide consistent treatment
One process to maintain/control	High sludge waste
	High energy cost (aeration)
	Large footprint
	Must remain below grade; danger of flooding
	May have to purchase additional land for maximum expansion
	Would have to begin expansion sooner

Alternative Comparison

Option #1	Option #2	Option #3	Option #4
$21M	$18M	$16.3M	$14.6M

Preferred Option #1: 1.5 MGD CAS
Option #2: 1.2 MGD CAS
Option #3: 1.2 MGD (0.6 CAS + 0.6 Biolac)
Option #4: 1.2 MGD (0.6 Biolac + 0.6 Biolac)

*PCRWRD design for BNROD was ~$18M (2008) and did not include sludge dewatering facilities

Project Timeline

Design & Permitting	April 2016 – Winter/Spring 2017
Construction	Begin Spring 2017
Plant Commissioning	Spring 2018

**Saguaro Bloom will add at least 30K gallons/day once project is complete in fall 2016*

Wastewater Plant Acquisition and Expansion

Study Session
March 8, 2016

Plant Acquisition

INFRASTRUCTURE

Wastewater Plant and Conveyance

Net Book Value @Jan 2012 = $72.2M

AQUISITION DEBT

$16.6M - Plant & Conveyance
$ 1.0M - Initial Improvements
$ 4.1M – Gen Fund Reimb.
$21.7M

$1.8M in annual debt service per year

SOURCE OF DEBT SERVICE REPAYMENT

50% From Wastewater Impact Fee
Amount =$4,241/Unit

Who Pays Fee?
New customers within wastewater service area

50% From Water Renewable Resource Fee
Amount = $1,771/Unit

Who Pays Fee?
New customers within water service area

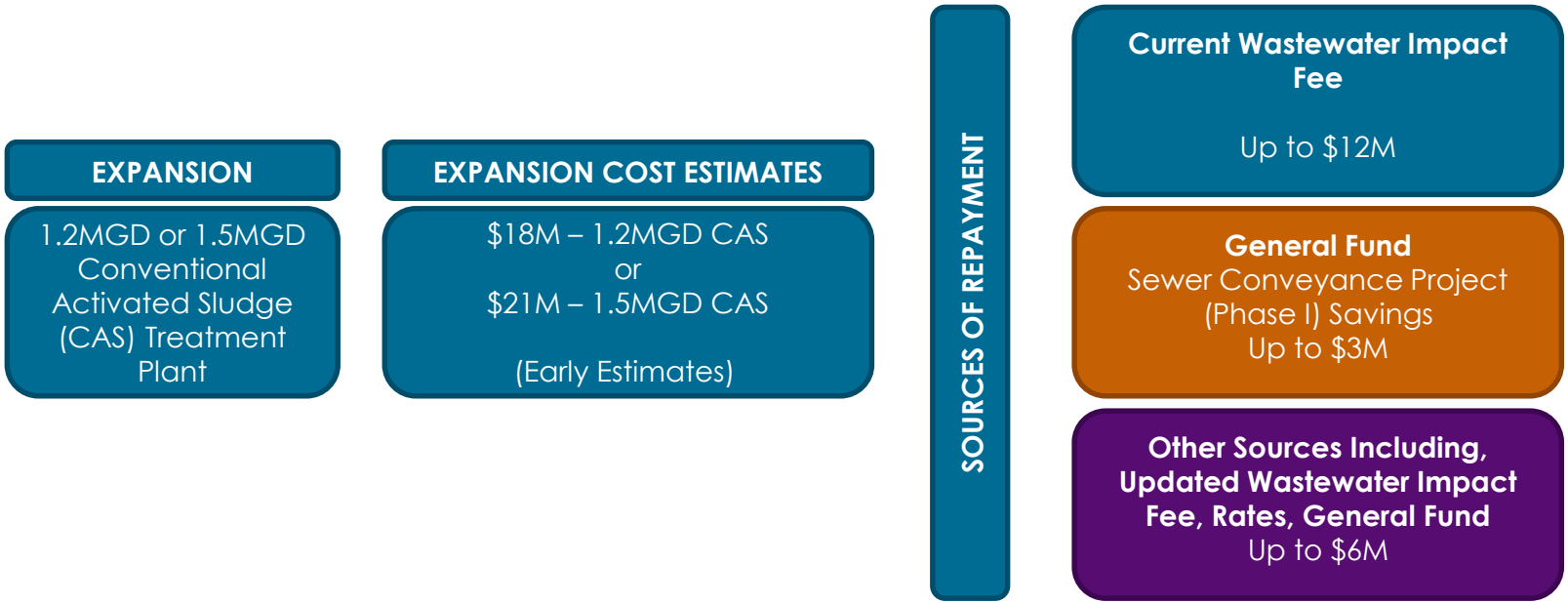
- Assumed operational control of plant in January 2012
- Purchased (closed on settlement agreement) in June 2013
- Debt service structured to maximize use of system generated revenues
- Excise tax pledged debt with General Fund backstop

Acquisition – Repayment Sources

IMPACT FEE PLAN 2014-2023 (CURRENT)		IMPACT FEE PLAN 2024-2033 (FUTURE)	
50% From Wastewater Impact Fee Amount =$4,241/Unit	50% From Water Renewable Resource Fee Amount = $1,771/Unit	50% From Wastewater Impact Fee Amount = TBD Based on new infrastructure plan	50% From Water Renewable Resource Fee Amount = TBD Based on new infrastructure plan
Impact Fee Projects $ 7.2M - Plant $12.0M - Expansion $ 2.0M - Conveyance $ 0.3M - Reimb $21.5M	**Impact Fee Projects** $ 7.2M - Plant $ 1.3M - Recharge Fac. $ 0.3M - NIA Allocation $ 9.2M	**Impact Fee Projects** $ 9.0M - Plant $ TBD - Other Projects	**Impact Fee Projects** $ 9.0M - Plant $ TBD - Other Projects
$7.2M (Over 10YR Plan)	$7.2M (Over 10YR Plan)	$9.0M (Over 10YR Plan)	$9.0M (Over 10YR Plan)

- Acquisition debt service extends past initial 10 year window
- $12M plant expansion included in current fee
- Impact fees periodically reviewed

Plant Expansion



- Debt structure to maximize estimated impact fee cash flows
- Excise tax pledge with intent to be paid from system revenues
- $1.2M to $1.4M in estimated annual debt service
- Exposure to General Fund with slower growth

What if system revenues are not enough for debt?

- Legally required to make debt payment(s)
- General Fund revenues would cover any shortfall
- Shortfall(s) will eventually be paid back as long as impact fees are monitored and updated, as may be required
- Duration of shortfall payments may impact ability to fund other things in the future
- Need to set up formal borrowing structure (intent)

Next Steps

- March 2016 – Provide direction to engineering consultant on preferred option (sizing and technology)
- April 2016 – Incorporate preferred approach into Capital Program
- April/May 2016 – Solicitations for design and review of impact fees
- Summer 2016 - Notice of intent to be reimbursed from future bond proceeds

Discussion

Council-Regular Meeting **A4**

Meeting Date: 03/15/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: March 15, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Community Principle Statement 3/ We will invest in a well-managed government that provides reliable services and quality amenities for citizens and businesses. Initiative 12 (part): Align future infrastructure expansion with planned and/or complementary capital improvement projects.

Subject: Resolution No. 2016-030: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Tangerine Investors Limited Partnership for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

Discussion:

This is an acquisition for the Tangerine Corridor project. The particulars of this deal are set forth in the acquisition agreement found in the backup materials. Town staff is available to justify and explain the proposed acquisition price and negotiations in an executive session, also scheduled for tonight's agenda in the event the Council requests it.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$117,520 (not to exceed)

The proposed acquisition amount is $113,000. The closing costs (payable by the Town) are not anticipated to exceed $4,520.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-030, approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Tangerine Investors Limited Partnership for the Tangerine Corridor project.

Suggested Motion:

I move to adopt Resolution 2016-030, approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Tangerine Investors Limited Partnership for the Tangerine Corridor project.

Attachments

Resolution 2016-030 Tangerine Acquisition Tangerine Investors

ExhA_to_Reso_Settlement

MARANA RESOLUTION NO. 2016-030

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE AN ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT AND ALL OTHER DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM TANGERINE INVESTORS LIMITED PARTNERSHIP FOR THE TANGERINE CORRIDOR/TANGERINE ROAD, TWIN PEAKS TO LA CAÑADA DRIVE, TOWN OF MARANA PROJECT NO. ST021

WHEREAS the Town of Marana is constructing the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021, (the "Tangerine Road Project"); and

WHEREAS the Town of Marana needs to acquire property rights from Tangerine Investors Limited Partnership to construct the improvements needed for the Tangerine Road Project (the "Needed Property"); and

WHEREAS Town staff has negotiated an Acquisition Agreement & Administrative Settlement with Tangerine Investors Limited Partnership Council for acquisition of the Needed Property, the terms of which exceed Town staff's general authority for acquisition of property rights needed for the Tangerine Road Project; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, authorizing the Town Engineer to execute the Acquisition Agreement & Administrative Settlement in substantially the form attached to and incorporated in this resolution as Exhibit A, and to execute all other documentation necessary for the purchase of the Needed Property from Tangerine Investors Limited Partnership for the Tangerine Road Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of March, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA

ENGINEERING DEPARTMENT

ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT

This Agreement is made by and between **Tangerine Investors Limited Partnership, an Arizona limited partnership** ("Owner"), and the **Town of Marana**, an Arizona municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on March 13, 1987, in Docket 7991 at Page 644 in the Pima County Recorder's Office, including all improvements located thereon (the "Property"). The Town has determined the need to acquire fee title to public rights-of-way and a drainage easement (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "B". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire fee title and a drainage easement to the Acquisition Area for the total sum of **$113,000.00** (the "Revised Acquisition Amount"), subject to the terms and conditions set forth below:

$113,000	Revised Acquisition Amount
$4,520.00	Estimated Closing Costs
$117,520.00	**Total Not to Exceed Amount**

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.

3. **Warranty Deed Document.** Upon execution of this Agreement the Owner shall deposit with the Town a Warranty Deed conveying to the Town title to the Acquisition Area free and clear of all liens and encumbrances.

4. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area. Personal property may be removed prior to close of escrow..

5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Acquisition Area.

7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.

8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area.. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.

10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.

11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders' fees to any agent employed.

12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by the Town.

13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Property effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.

14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Marana for certain conflicts of interest.

16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.

17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.

18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.

19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but was agreed through compromise and settlement to avoid litigation.

20. **Council Approval**. This Agreement is subject to approval by the Town Council of the Town of Marana.

"Owner"
Tangerine Investors Limited Partnership, an Arizona limited partnership

By_____
David Williamson

Its President of LBP, LTD, Member

Date: 2/29/16

Town of Marana, an Arizona municipal corporation

_____
Keith Brann, P.E. CFM
Town Engineer

Date:_____

Approved as to form:

_____
Frank Cassidy, Town Attorney

STATE OF az)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 29 day of FEB, 2016 by David J. Williamson as President of TBP, LTD, for Tangerine Investors Limited Partnership, an Arizona limited partnership, on behalf of the partnership.

In Witness Whereof, I have set my hand and official seal.

{SEAL}

NOTARY PUBLIC
STATE OF ARIZONA
Pima County
RAELYN HARRISON
My Commission Expires June 29, 2016

Raelyn Harrison
Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Keith Brann, Town Engineer of the TOWN OF MARANA, an Arizona municipal corporation, on behalf of the Town.

(Seal)

_____
Notary Public

July 16, 2015

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 219-42-012A

That portion of the property described in Docket 7991, page 644, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southeast quarter of Section 33 of Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying south of a line that lies 150.00 feet north of and parallel with the south line of said Section.

SECONDARILY described as follows:

BEGINNING at the southwest corner of said property, upon the north right-of-way of Tangerine Road;

THENCE upon the west line of said property, North 0 degrees 23 minutes 54 seconds West, a distance of 100.00 feet to a line 150.00 feet north of and parallel with the south line of said southwest quarter;

THENCE upon said line, North 89 degrees 30 minutes 24 seconds East, a distance of 579.83 feet to the east line of said property;

THENCE upon said line, South 0 degrees 25 minutes 37 seconds East, a distance of 99.95 feet to said north right-of-way;

THENCE upon said right-of-way, South 89 degrees 30 minutes 06 seconds West, a distance of 579.88 feet to the **POINT OF BEGINNING.**

As a corollary, containing approximately 57,971 square feet.

See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



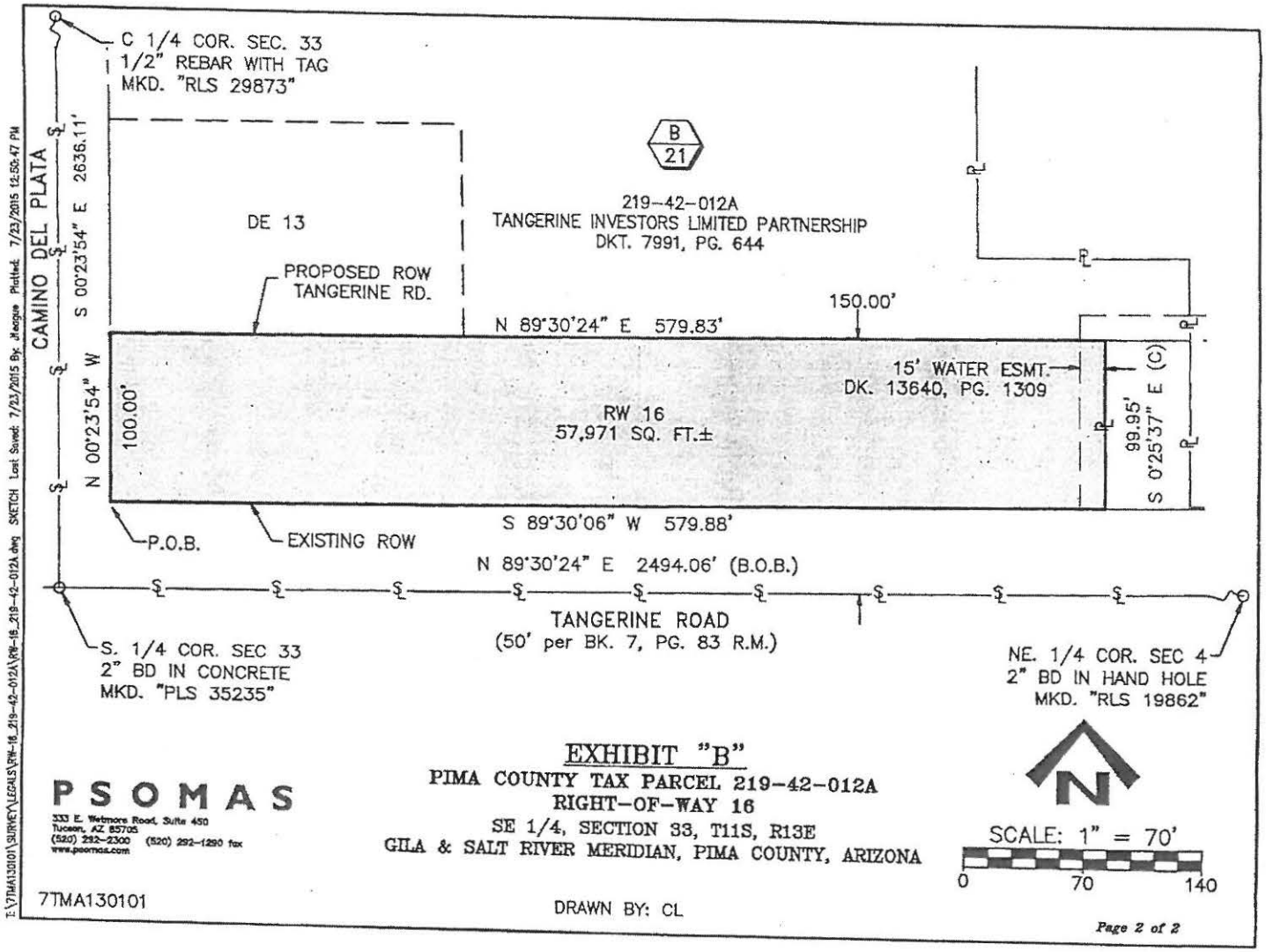
EXPIRES 9/30/16

RW-16

Marana Mayor and Council Approval:	Resolution No.: 2014-089, Dated Oct. 7, 2015
S33 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-42-012A	Acquisition Agreement for Tangerine Investors Limited Partnership

Marana Mayor and Council Approval:	Resolution No.: 2014-089, Dated Oct. 7, 2015
S33/T11S/R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-42-012A	Acquisition Agreement for Tangerine Investors Limited Partnership

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July 16, 2015

EXHIBIT "A"
DRAINAGE EASEMENT
PIMA COUNTY TAX PARCEL 219-42-012A

That portion of the property described in Docket 7991, page 644, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southeast quarter of Section 33 of Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

SECONDARILY described as follows:

COMMENCING at the southwest corner of said property, upon the north right-of-way of Tangerine Road;

THENCE upon the west line of said property, North 0 degrees 23 minutes 54 seconds West, a distance of 100.00 feet to a line 150.00 feet north of and parallel with the south line of said southwest quarter, which is the **POINT OF BEGINNING;**

THENCE continue upon the west line of said property, North 0 degrees 23 minutes 54 seconds West, a distance of 125.00 feet to a line 275.00 feet north of and parallel with the south line of said southwest quarter;

THENCE upon said line, North 89 degrees 30 minutes 24 seconds East, a distance of 205.00 feet;

THENCE South 0 degrees 30 minutes 42 seconds East, a distance of 125.00 feet to a line 150.00 feet north of and parallel with the south line of said southwest quarter;

THENCE upon said line, South 89 degrees 30 minutes 24 seconds West, a distance of 205.25 feet to the **POINT OF BEGINNING.**

As a corollary, containing approximately 25,640 square feet.

See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16

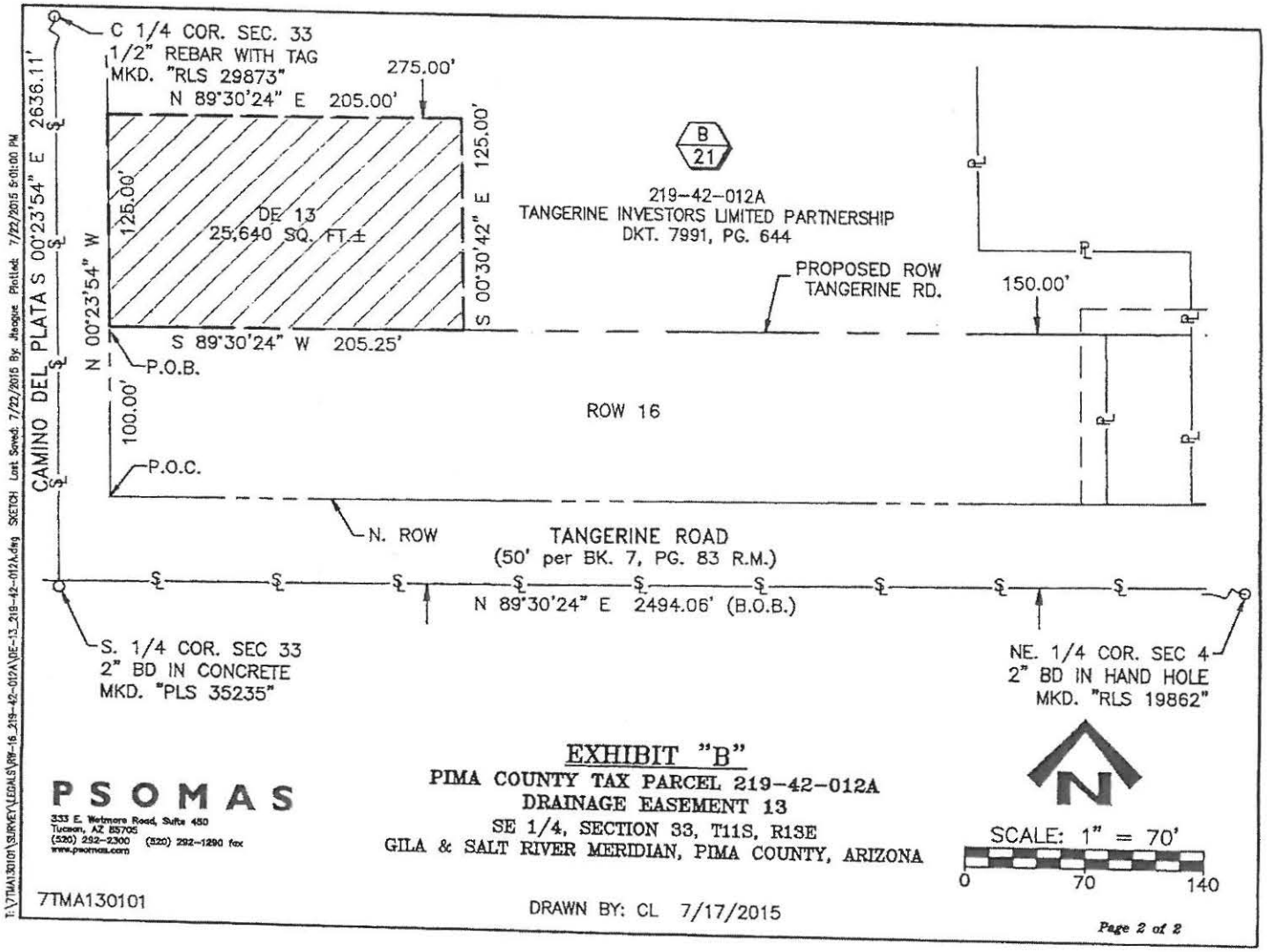
RW-16

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Marana Mayor and Council Approval:	Resolution No.: 2014-089, Dated Oct. 7, 2015
S33 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-42-012A	Acquisition Agreement for Tangerine Investors Limited Partnership

Marana Mayor and Council Approval:	Resolution No.: 2014-089, Dated Oct. 7, 2015
S33 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-42-012A	Acquisition Agreement for Tangerine Investors Limited Partnership

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PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

EXHIBIT "B"

PIMA COUNTY TAX PARCEL 219-42-012A
DRAINAGE EASEMENT 13
SE 1/4, SECTION 33, T11S, R13E
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

7TMA130101

DRAWN BY: CL 7/17/2015

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