



MARANA PLANNING COMMISSION
REGULAR COMMISSION MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 30, 2019, at or after 6:30 PM

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Ronald Hill, Commissioner
Richard Miller, Commissioner
Bryan Schachter, Commissioner
Sharon Tyson, Commissioner

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Planning Commission and to the general public that the Planning Commission will hold a meeting open to the public on December 19, 2018, at or after 6:30 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

Marana Planning Commission

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

Meeting Times

Regular Commission meetings are usually held on the last Wednesday of each month at 6:30 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places.

Speaking at Meetings

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

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

Accessibility

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

Agendas

Copies of the Agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov.

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.

REGULAR COMMISSION MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION/MOMENT OF SILENCE

ROLL CALL

CALL TO THE PUBLIC

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

APPROVAL OF AGENDA

ANNOUNCEMENTS

GENERAL ORDER OF BUSINESS

- A. Approval of the November 28, 2018 Meeting Minutes**
- B. Public Hearings**
 - 1. CUP1901-001 Marana Church Building Height Exception.** Approving and authorizing a conditional use permit for the proposed Marana Church Building project at 9800 N. Coachline Blvd, APN 226-07-005T. (Ryan Fagan)

C. Commission Action

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

1. **PRV1809-002 Preliminary Plat for Moonlight Canyon at Saguaro Ranch.** A request for a recommendation to the Marana Town Council for approval of the Preliminary Plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, Common Areas "A", "B", "C-1" and "C-2" (Brian D. Varney)

D. Informational Items/Possible Action Items

FUTURE AGENDA ITEMS

EXECUTIVE SESSIONS

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

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

ADJOURNMENT

Planning Commission - Regular Meeting

Meeting Date: 01/30/2019

To: Planning Commission

From: Terri Byler, Executive Assistant

Date: January 30, 2019

Subject: **Approval of the November 28, 2018 Meeting Minutes**

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Attachments

November 28, 2018 Draft Minutes



MARANA PLANNING COMMISSION
REGULAR COMMISSION MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 28, 2018, at or after 6:30 P.M.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Ronald Hill, Commissioner
Richard Miller, Commissioner
Bryan Schachter, Commissioner
Sharon Tyson, Commissioner

REGULAR PLANNING COMMISSION MEETING

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

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

ROLL CALL. Commission Secretary Terri Byler called roll. Commissioner Fehrmann and Commissioner Schachter were absent. A quorum was present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. *At the suggestion of Chairman Schnee, Vice Chair Duncan moved to change the order of the agenda, moving Tortolita Ridge Rezoning first on the agenda. Commissioner Hill seconded. Passed unanimously.*

ANNOUNCEMENTS. Jason Angell mentioned that the next General Plan Citizen's Forum is scheduled for December 11th, 2018. Keith Brann noted that Gus Myers has been hired to fill the Development Engineering Division Manager position, recently vacated by Tim Ensign.

GENERAL ORDER OF BUSINESS. Approve Regular Planning Commission Meeting Minutes from October 24, 2018. *Motion to approve by Commissioner Hill, seconded by Commissioner Miller. Passed unanimously.*

PUBLIC HEARINGS.

1. PCZ1806-001 & GPA1806-001: Tortolita Ridge Rezoning: a request for a recommendation to the Town Council for approval to rezone approximately 17.3 acres of land from R-80 (single-family residential) and Zone C (Large Lot Zone) to R-8 (single-family residential). The request will be accompanied by a minor General Plan amendment to amend the current land use category from RDR (Rural Density Residential) to LDR (Low Density Residential). The property is located approximately .75 miles north of Moore Road on the west side of Tortolita Road. (Cynthia Ross).

Cynthia Ross stated the proposed rezoning consists of 15 acres – R-80 (Single Family Residential – minimum lot size of 80 acres) and 2.3 acres – Zone C (Large Lot Zone – minimum lot size of 25 acres) to R -8 (Single Family Residential – minimum lot size of 8000 s.f.) The request includes a minor General Plan Amendment from the existing Rural Density Residential to Low Density Residential. The subdivision is planned as a cluster development with 34 single family residences. 45% of the site will remain as Natural Undisturbed Open Space (NUOS). Access will be off of Tortolita Road. A secondary emergency access will be located on the north edge of the project. In response to the concerns of the Tortolita Reserve homeowners to the south, the applicant has agreed to limit homes to single story when they are adjacent to an existing single story home in Tortolita Reserve. Lots 1, 3-8, 10, 11, 13-14 will be restricted to single story.

Staff has received a number of protest letters. The majority are from the Tortolita Reserve subdivision residents to the south. Tortolita Reserve is a 79 lot subdivision that was rezoned to R-8 in 1997. Some of the concerns include: proximity, density, obstruction of mountain views, price point, and traffic safety.

Staff finds that the plan complies with the development standards of the Marana Land Development Code and recommends that the Planning Commission recommend to the Town Council approval of Tortolita Ridge Rezoning and minor General Plan Amendment, subject to the conditions outlined in the staff report.

Lexi Wellott – Planning Center – noted this request is to rezone a 17.3 acre property from R-80 and Zone C to R-8 for the development of 34 single-family homes. The overall density of 1.96 residents per acre is consistent with the densities of the Tortolita Reserve subdivision– located to the south of the proposed project, and Heritage Highlands subdivision – located to the west of the proposed project.

A neighborhood outreach meeting was held in early August. All property owners within 300 feet of the property were invited to attend. 27 residents attended the meeting. The concerns expressed consisted of the overall project density, the quality and size of the homes, the anticipated selling price of the homes, obstruction of views, the number of access points, and traffic safety along Tortolita Road. Due to last minute scheduling conflicts, the representative from DR Horton was unable to attend the meeting. A second neighborhood meeting was scheduled in order to answer the concerns from the previous meeting. 33 residents were in attendance.

Due to the washes and wildlife corridors that run through the western portion of the site, the development was clustered towards the eastern portion. The proposed lot size is 65 feet x 125 feet - which is consistent with the lots in both Tortolita Reserve and Heritage Highlands. After hearing significant concerns from those living in Tortolita Reserve, a decision was made to limit lots 1, 3-8, 10-11, 13-14, 33-34 to single story. A 6-ft. landscape buffer along the southern and eastern boundary is planned. 45% of the site will remain as Natural Undisturbed Open Space (NUOS).

Addressing Fausto Burruel, **Chairman Schnee** asked if there were any traffic concerns with the access/circulation along Tortolita Road to Moore Road and beyond. Mr. Burruel stated there were no concerns with regards to traffic access. **Commissioner Tyson** asked if the 2nd emergency access point was sufficient for emergency vehicles. Ms. Wellot noted that the 2nd access point was suitable for the area and planned to Town standards. NW Fire has reviewed and approved the plans as well.

Chairman Schnee opened the public portion of the hearing.

Armondo Urias was opposed to the project. He requested to keep the current zoning. He was not happy with the proposed price point with regards to the surrounding homes. Charles Helmich was opposed to the project. He asked the project be denied and keep the current zoning. He also had a concern with potential traffic. Sue Montanez was opposed to the project and asked the project be denied, feeling that her home value would deteriorate, if approved. She was not happy with the number of homes proposed and felt the homes should be limited to single story.

Gary Berman was opposed to the project. He was against the idea of two-story homes and was concerned with traffic and road safety. Ethel Keschinger was opposed to the project and asked the project be denied. She was concerned about potential traffic issues/road safety and was not pleased with the number of homes proposed. Amy Freiman was opposed to the project and asked the project be denied. She felt the development would ruin her view. She mentioned the current residents in Tortolita Reserve paid a lot of money for the view they have, so why take that away. John McIntyre wanted to address the traffic concerns. He asked for more input with future developments. Terry Cook was opposed to the project. He felt the project would ruin his views. He also made the request to limit lots 26-28 and 31-34 to single story. Charles Kmet was opposed to the project. He had a concern with the overall planning, potential traffic issues and road safety in the area.

Chairman Schnee closed the public portion of the hearing.

Chairman Schnee asked what precautions the town takes to ensure the emergency services have the appropriate access to the mentioned areas. Also, does NW Fire approve the routing, as well as the capacity of the road, prior to platting? Fausto Burrueal stated that is correct. NW Fire reviews the plans when they are submitted. With regard to single-story issue, **Chairman Schnee** asked if DR Horton would consider increasing the number of single story homes along the southern border. Mr. Gaulin – DR Horton - stated that is something they would take into consideration. **Commissioner Tyson** had a concern with the single access point on Tortolita Road. **Chairman Schnee** asked if there were plans to relocate the fire station. Mr. Brann specified that NW Fire has engaged a new fire site next to the Gallery Sports Club and are planning to relocate their fire station apparatus vehicles. **Commissioner Hill** asked who would maintain the buffered areas. Mr. Gaulin mentioned that the approved common areas would be maintained by the HOA. The natural open space areas would be left as is. **Commissioner Hill** noted that he would like to see single story homes along the southern border of the project. **Commissioner Miller** had a slight concern with potential traffic but otherwise was fine with the project. **Vice Chair Duncan** would like to see the lots along the southern border of the property be limited to single story. **Chairman Schnee** liked the fact that 45% of the site was kept as natural undisturbed open space and the planned park area. He liked the fact that the sidewalk will be extended up to Mr. Cook's property and the plan for a decorative masonry wall. **Commissioner Tyson** wanted to address the emergency access. She wanted to make sure it part of the approved plan and that the fire department and necessary would be able to access the area. Mr. Angell stated that it is a code requirement, which requires the secondary access. That secondary access will need to be reviewed and approved by NW Fire.

Motion to approve with added conditions; to limit lots 2, 9, 12, 26-28 to single story and to coordinate the south wall design with the HOA to the south, by Chairman Schnee, seconded by Vice Chair Duncan. Passed unanimously. 5-0.

2. PCM1810-001: Amendment to Title 17 (Land Development) of the Marana Town Code, adding a new chapter (Chapter 17-10. Signs) replacing the current Title 16 (Signs) of the Marana Land Development Code. Recommendation to the Town Council for approval of an amendment to Title 17 (Land Development) of the Marana Town Code, adding a new chapter (Chapter 17-10. Signs) to replace Title 16. (Signs) in the Land Development Code. Chapter 17-10. (Signs) includes comprehensive revisions to the existing sign regulations. (Brian D. Varney).

Addressing the Commission, **Brian Varney** stated this was a continuation of the public hearing from the October 24, 2018 Planning Commission meeting. Mr. Varney addressed the following amended sections:

Section 17-10-37, Residential subdivision sign program

- On-site signs and off-site directional signs have been integrated into the program
- Off-site signs allowed on private property and in Town's right-of-way
- Off-site signs may be placed within a reasonable distance of a subdivision

- Off-site signs may be placed at major changes in travel direction and at major intersections (collector streets or larger)
- Signs on private property: 32 square feet; eight feet in height
- Signs in right-of-way: 6 square feet; 30 inches in height
- Signs may be displayed continually until the sales office is permanently closed
- Multiple builders in the same subdivision must share individual signs
- Builder with multiple subdivisions must combine on individual signs
- Right-of-way use permit required for ROW signs

Section 17-10-34, Portable directional signs

- Formerly 'Temporary directional signs in the right-of-way
- Provisions for subdivision signs have been removed
- Reintroduction of regulation for signs to be placed and removed daily
- Signs may be displayed up to four days per week for any given event

Section 17-10-25, Signs in residential areas

- Revised to accommodate temporary and permanent signs
- Allowable sign area reduced to a maximum of six square feet and six feet in height unless attached to a wall, in which case a maximum height of 10 feet is permitted

Chairman Schnee asked if an HOA can be more restrictive on what signs are displayed in the homeowner's area. Mr. Varney – the HOA can enforce regulations that are more restrictive than ours.

General Revisions:

1. The sign code has been organized into three primary categories:
 - Administrative and General Provisions
 - Regulations by sign type
 - Regulations for temporary signs
2. A separate section has been created for each temporary sign type to facilitate reference and readability
3. Minor text and grammatical revisions have been performed to clarify intent and improve readability
4. The 'Temporary directional sign' has been replaced with 'Portable directional sign' to distinguish from longer term (but temporary) home builder signs
5. The regulations for flags and flag poles now provide for more than one flag pole per property with approval of a planned sign program or residential subdivision sign program

Section 17-10-37 Residential Subdivision Sign program 17-10-37F.

4. Signs for an individual builder for multiple subdivisions shall be combined into a single sign.
5. Signs of multiple builders for any particular master development shall be combined into a single sign.

Mr. Varney mentioned staff received an email from SAHBA, to share their concerns regarding the offsite directional signs. Specifically: signs of multiple builders for any particular master development shall be combined into a single sign. Staff will work with SAHBA over the next 2 weeks to address their concerns.

Revised Recommendation:

Staff recommends that the Planning Commission forward the proposed amendment to the Town Council with a recommendation for approval with the condition that staff works through a minor revision to Section 17-10-37F.4. and 17-10-37F.5 with SAHBA.

Motion to approve by Vice Chair Duncan, seconded by Commissioner Miller. Passed unanimously. 5-0

COMMISSION ACTION.

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

Recommendation to move the December 26, 2019 Planning Commission Meeting to December 19, 2019. (Jason Angell) ***Motion to approve by Chairman Schnee, seconded by Commissioner Miller. Passed unanimously. 5-0***

FUTURE AGENDA ITEMS.

ADJOURNMENT. *Motion to adjourn at 8:00 p.m. Passed unanimously.*

CERTIFICATION.

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on November 28, 2018. I further certify that a quorum was present.

Terri Byler
Terri Byler, Commission Secretary

DRAFT

Planning Commission - Regular Meeting

Meeting Date: 01/30/2019

To: Planning Commission

From: Ryan Fagan, Planner

Date: January 30, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: **CUP1901-001 Marana Church Building Height Exception.** Approving and authorizing a conditional use permit for the proposed Marana Church Building project at 9800 N. Coachline Blvd, APN 226-07-005T. (Ryan Fagan)

Discussion:

Summary of Application

Bruce R. Call Architecture has submitted an application requesting approval of a Conditional Use Permit to allow a 62 foot steeple with a four foot lightning rod for a proposed church at 9800 N. Coachline Blvd. The four acre property is generally located north of Twin Peaks Road, on the northeast corner of North Coachline Boulevard and West Idle Wild Drive.

Zoning

The zoning of the property is F (Continental Ranch Specific Plan) and the Specific Plan land use designation is MD (Medium Density Residential). Per the Continental Ranch Specific Plan, the building height limit is 30 feet. Pursuant to Section 17-6-4 of the Marana Town Code, a steeple or other similar ornamental element exceeding the zoning height limit by up to 50% (in this case, 45 feet) may be approved administratively, subject to provisions detailed in Marana Town Code Section 17-6-4.A. Elements higher than 50% above the zoning height limit require approval of a Conditional Use Permit, a viewshed and shadow analysis, and are limited to a combined footprint not exceeding 25% of the roof area of the principal building.

Proposal

The applicant intends to submit a development plan for a church building on this site; the proposed building includes a 62 foot steeple plus a lightning rod of four feet. Due to the height of the steeple, a Conditional Use Permit allowing a height exception will be required prior to approval of the development plan. The steeple would be set back approximately 50 feet from the property line facing Coachline Boulevard, and at least 200 feet from all other property lines. The applicant has provided several illustrations of the site layout and visual impact of the finished product.

Existing Land Use - Neighborhood Impact

The project site is situated in a residential area of Continental Ranch. Directly abutting the site to the east are nine single-family residential lots; additional homes are located to the south across West Idle Wild Drive, to the west across North Coachline Boulevard, and to the north across a Town of Marana-owned drainage channel.

Other than the steeple, the proposed church meets or exceeds all dimensional standards and land use requirements specified in the Continental Ranch Specific Plan. The closest houses to the proposed

location of the steeple are across Coachline Boulevard, approximately 200 feet away. Houses on other sides are at least 350 feet away from the steeple. While the proposed steeple is taller than surrounding structures in the area, it is narrow and will not be lit, minimizing shadow impact and potential disturbance of day and night sky views.

Compliance

The applicant has provided staff with the required documentation outlined in Marana Town Code 17-6-4 and meets the statutory requirements.

Public Notice

The public hearing for this request was appropriately noticed in the Daily Territorial. Notice was 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.

Recommended Findings of Fact

Staff finds that this proposal is consistent with the intent of the Town of Marana 2010 General Plan, the Marana Land Development Code, the Marana Town Code, the Continental Ranch Specific Plan, and complies with the requirements of a conditional use permit. Staff finds the following:

1. The applicant has demonstrated that the proposed use and location is appropriate and complies with the intent of section 17-6-4 of the Town Code and the Continental Ranch Specific Plan.
2. The proposal does not appear to be detrimental to the immediate area and to the health, safety, and general welfare of the inhabitants of the area and the Town of Marana.
3. The proposal will not adversely affect the orderly development of property within the town.
4. The proposal will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the Town of Marana.
5. The proposal is consistent with the objectives, policies, general land uses and programs specified in the Town of Marana General Plan.
6. The proposal is not anticipated to create a nuisance or enforcement problem within the neighborhood.
7. The proposal is allowable within this zoning designation subject to approval of a Conditional Use Permit and will not encourage marginal development within the neighborhood.
8. The proposal will not create a 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 proposal does not conflict with the Town's approved funding priorities.
10. The proposal is adequate in size and shape to accommodate the intended use, and that all requirements for the zone district, included, but not limited to, the setbacks, walls, landscaping and buffer yards.

Case Review

1. Ability to comply with Findings 1 through 10 of Administration and Enforcement, Chapter 17-3 of the Town of Marana Town Code pertaining to Conditional use permits, Section 17-3-2.D.
2. Ability to comply with provisions 1 through 6 of General Development Regulations, Chapter 17-6 of the Town of Marana Town Code pertaining to Height of buildings and structures, Section 17-6-4.A.

Staff Recommendation:

Staff finds that the request for a conditional use permit complies with Findings 1-10 of Administration and Enforcement, Chapter 17-3 of the Marana Town Code pertaining to Conditional use permits, Section 17-3-2.D, and provisions 1-6 of General Development Regulations, Chapter 17-6 of the Town of Marana Town Code pertaining to Height of buildings and structures, Section 17-6-4.A, and recommends approval.

Suggested Motion:

I move to approve CUP1901-001, a conditional use permit to allow a 62 foot tall steeple with a four foot lightning rod on a proposed church building at 9800 N. Coachline Boulevard (northeast corner of North Coachline Boulevard and West Idle Wild Drive).

Attachments

Application

Narrative

Site Plan

Location map

North/East elevations

South/West elevations

Solar angle analysis

Solar angles diagram

Solar angle measurements table

North/East elevations photo overlays

South/West elevations photo overlays

Photo overlay angle analysis



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

PROJECT INFORMATION

Project Name:

Description of Project:

Number of Lots:

Parcel No.(s):

Gross Area (Acres):

Project Address:

Ref. Project No.:

CONTACT INFORMATION

Owner:

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Applicant:

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Consultant/Engineer:

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

OWNER/APPLICANT AUTHORIZATION

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.)

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Project No. _____

Date Received _____

- | | | | |
|---|--|--|--|
| ☐ Annexation | ☐ Rezone | ☐ Specific Plan | ☐ General Plan Amendment |
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Significant Land Use Change | ☐ Minor Land Division |
| ☐ Variance | ☐ Development Plan | ☐ Development Plan Package | ☐ Dedications / Easements |
| ☐ Lic. Agreement | ☐ Landscape Plan | ☐ Conditional Use Permit | ☐ Report (Type): _____ |
| ☐ SWPP | ☐ Native Plant Plan | ☐ Native Plant Exception | ☐ Other: _____ |
| ☐ Improvement Plan (Type): _____ | | | |

Revision Date 1/26/2017

MARANA CHURCH BUILDING

The Church of Jesus Christ of Latter-day Saints
Idle Wild Drive and Coachline Boulevard

January 10, 2019

CUP Narrative

In accordance with the recent zoning code amendment this project requests a conditional use permit to allow for a steeple height of 62 feet plus lightning rod of four feet. The setback for the building from the Coachline Boulevard property line is proposed to be not less than 45 feet which makes the setback for the steeple not less than 50 feet. All other elements of the building are less than 30 feet in height and in compliance with the zoning code.

Submitted herewith are a shadow analysis and a viewshed analysis. The shadow analysis shows that there is a wide window on the north and on the south that do not have any shadow which ever extends beyond the property line. Four a couple of hours near sunrise and near sunset the shadow impacts a narrow window on the west and the east respectively depending on the day of the year. The most critical extremes are shown to allow an understanding of the impact. It is important to note that at 300 feet from the steeple the shadow moves approximately 80 feet each hour, therefore the actual impact to any location on a property is only a few minutes early in the morning or at sunset when the sun light is essentially horizontal. This also means that any trees or buildings will also cast a shadow at that time of day which will impact properties that are close to the specific element (tree or building or power pole etc.)

The viewshed analysis shows that the impact is very small to any surrounding property because of the distance to the steeple and also due to the slim configuration of the steeple itself. A photo overlay has been prepared which shows the view from all four sides of the building.

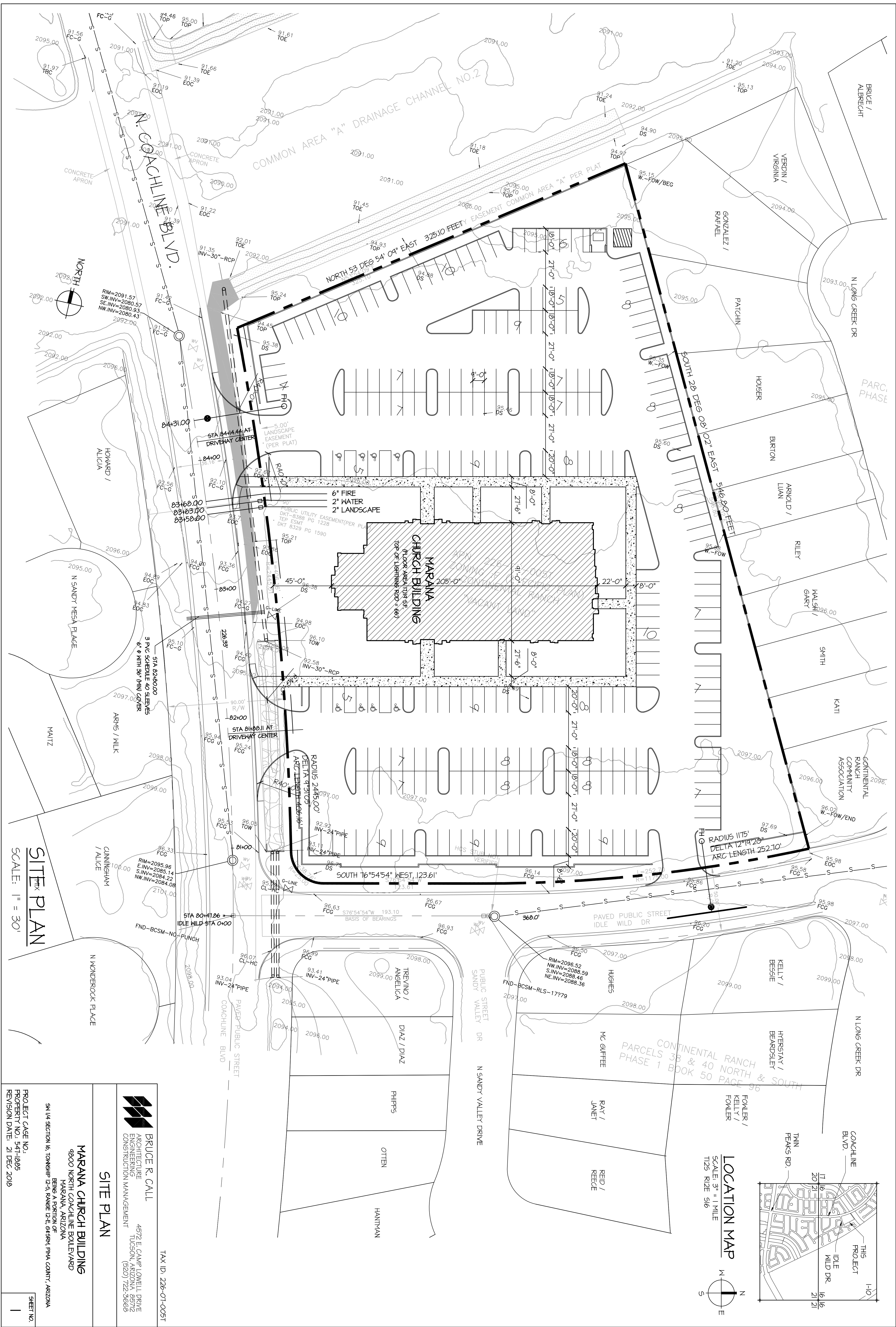
Even though the setback along Coachline is the closest of the four sides of the building, it is still over 75 feet from the edge of the street to the steeple. The setback to all other property lines is well over 200 feet and when considering the streets or drainage channel, the actual distance to any neighboring house on the north is well over 400 feet and on south is well over 300 feet.

Further mitigating the visual impact of the steeple is the white color. A slender element like this that is white will generally not be noticed during the day and because it is not lighted it will not be visible at night.

Inasmuch as the allowed height for this zone could be 45 feet without requiring a conditional use permit it is important to note that the width of the steeple at the 45 feet elevation is about three feet which tapers to a few inches at the top where the lightning rod connection is. The narrow white triangle above 45 feet of the steeple is a minor impact regardless of point of view from off site.

In addition to the items presented herein, it is important to recognize that a church with a traditional steeple is a valuable symbol in a community. It reminds us to be the best we can be and that we have responsibilities beyond ourselves. Communities without churches are at a loss indeed.

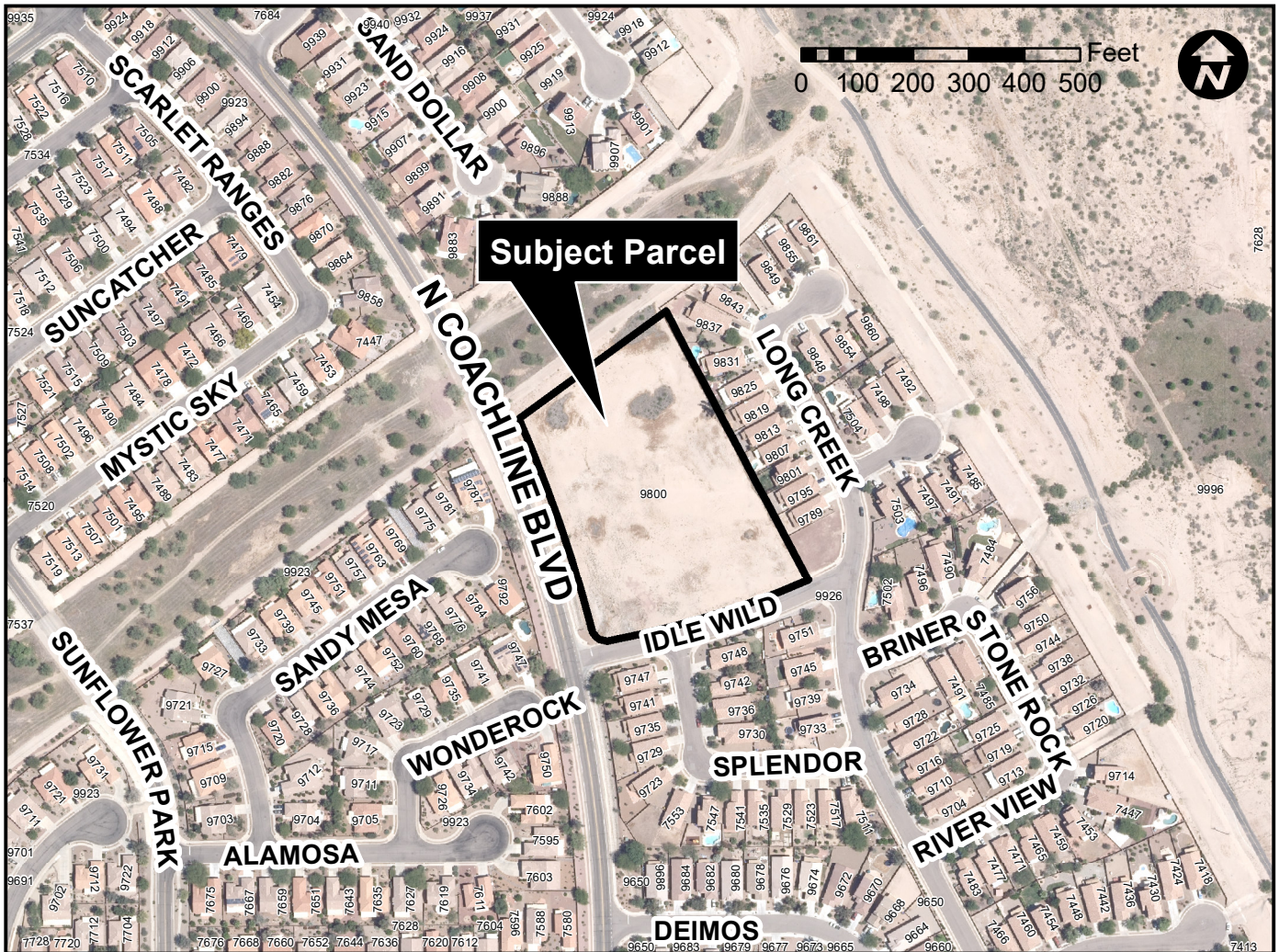
Thank you for your consideration and we look forward to your approval.





Conditional Use Permit Public Hearing Notice

Town of Marana Case # CUP1901-001
9800 N. Coachline Blvd
Parcel 226-07-005T



The Marana Planning Commission will hold a public hearing on January 30, 2019 at or after 6:30 PM in the Mayor and Council Chambers, Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, AZ, to consider the following:

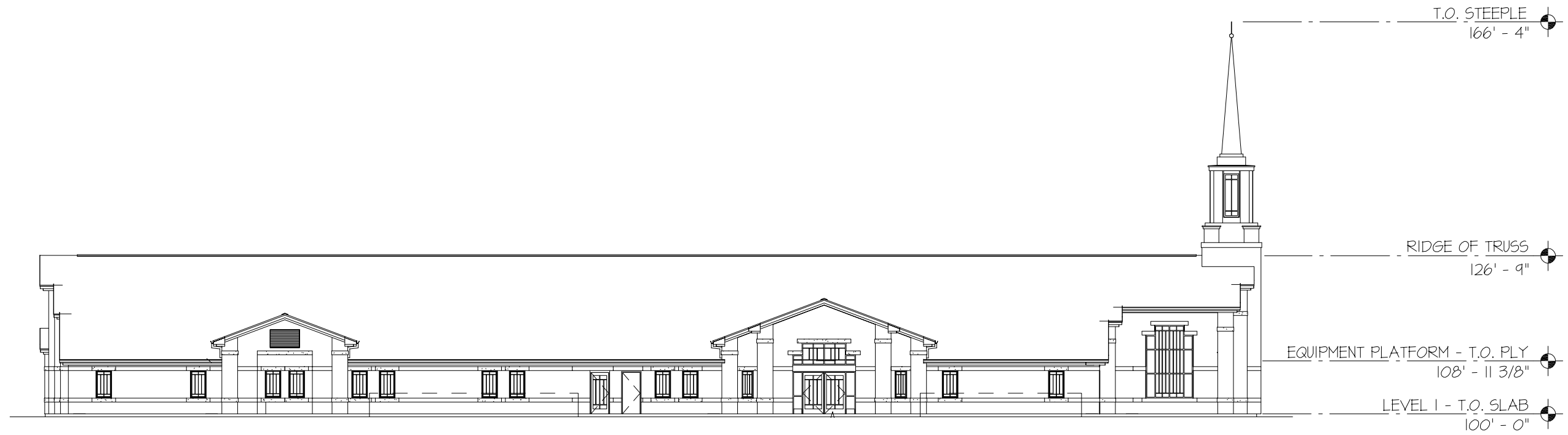
Bruce R. Call Architecture has submitted an application requesting approval of a Conditional Use Permit to allow a 62 foot steeple with a 4 foot lightning rod for a proposed church at 9800 N. Coachline Boulevard. The zoning of the property is F (Continental Ranch Specific Plan). Pursuant to the Continental Ranch Specific Plan and Marana Town Code section 17-6-4, a steeple or other similar architectural element over 45 feet in height requires a Conditional Use Permit. Marana Case # CUP1901-001.

For information regarding this matter, please contact Ryan Fagan at the Town of Marana Planning Department at (520) 382-2600.

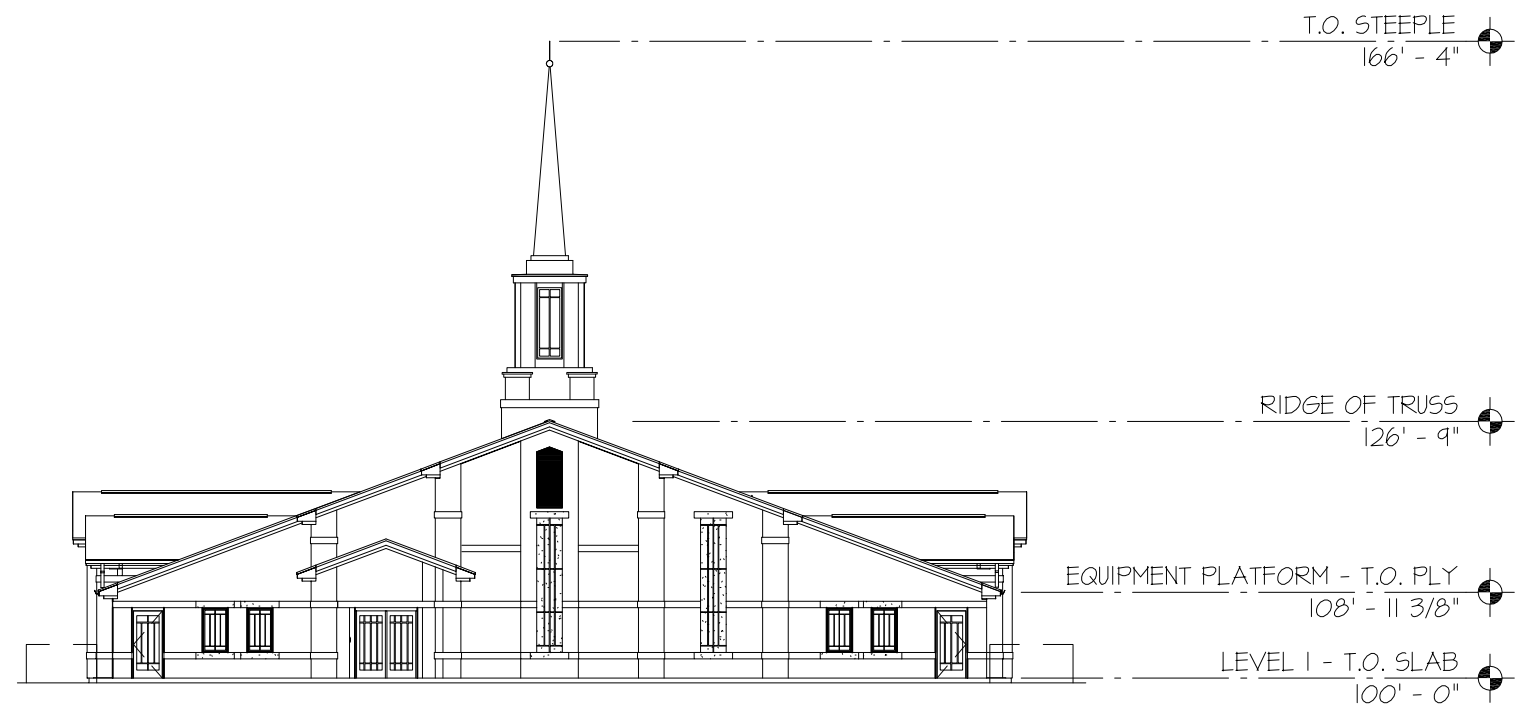
Published: January 15, 2019 - The Daily Territorial
Mailed by: January 15, 2019 - 300' radius

Posted by: January 15, 2019 - Various locations

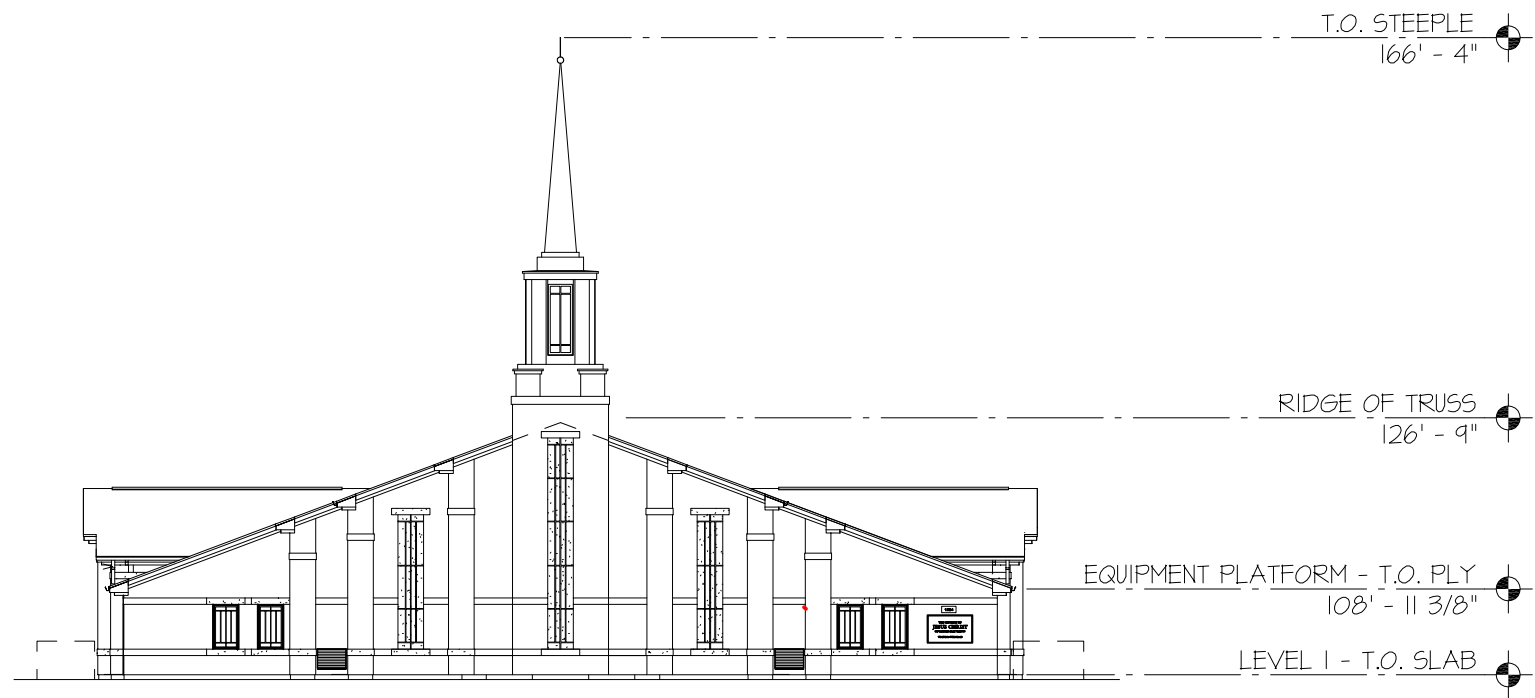
Data Disclaimer: The Town of Marana provides this map information "As Is" at the request of the user with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. In no event shall The Town of Marana become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental, or consequential damages, including but not limited to time, money, or goodwill, arising from the use or modification of the data.



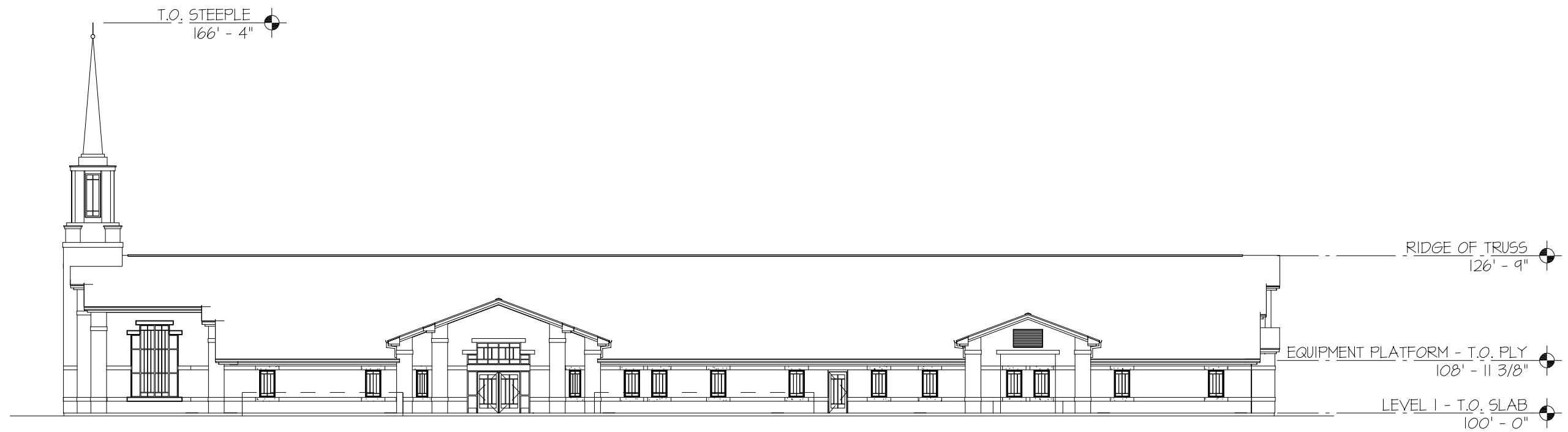
NORTH ELEVATION



EAST ELEVATION

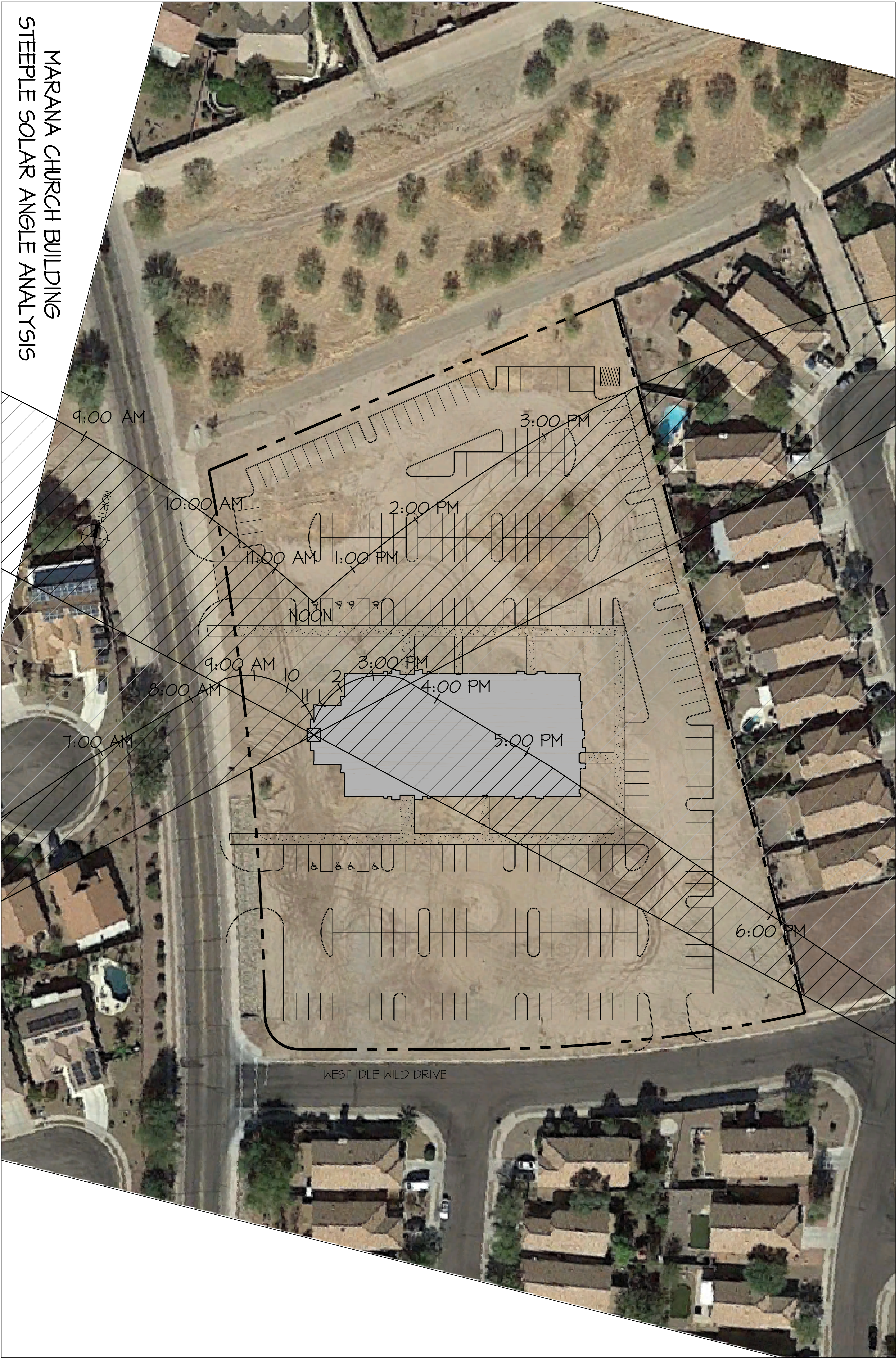


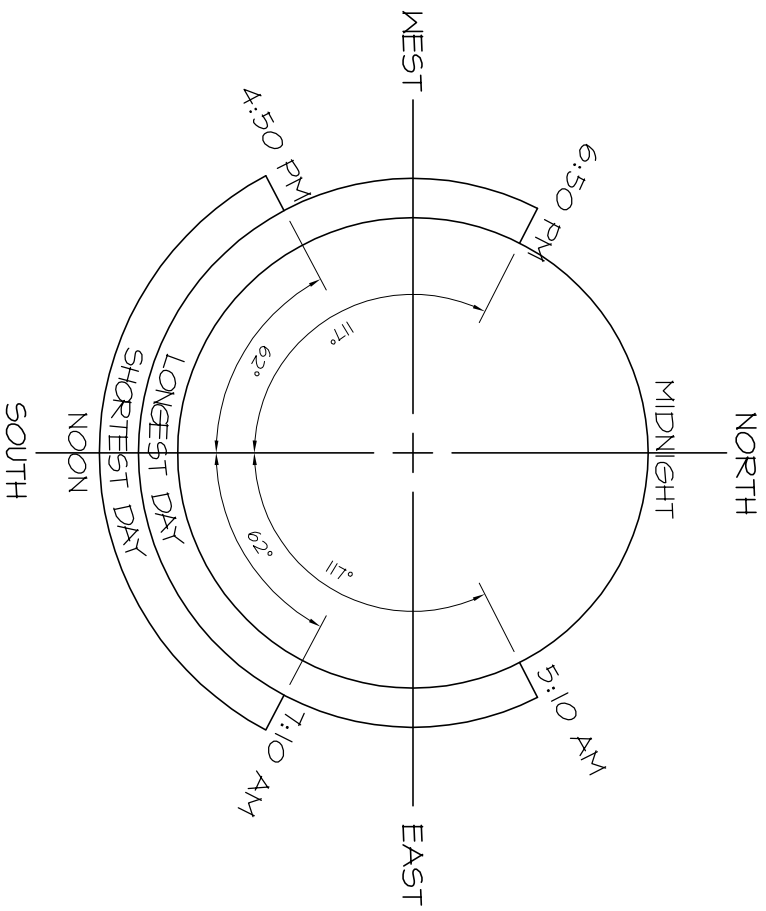
WEST ELEVATION



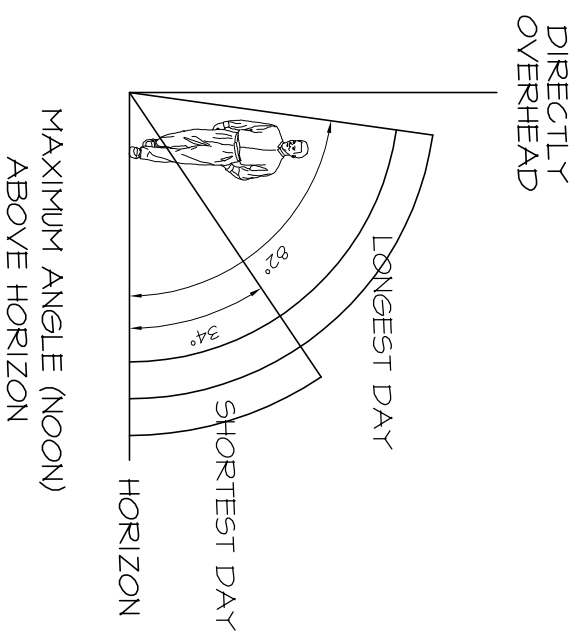
SOUTH ELEVATION

MARANA CHURCH BUILDING
STEEPLE SOLAR ANGLE ANALYSIS





PLAN ANGLES



**SOLAR ANGLES
MARANA, ARIZONA**

Object Height: 64 feet
Date: December 21 (shortest daylight)

	Time	AM/PM	Angle above Horizon (deg)	Shadow Length (ft.)
Sunrise	7:10	AM	3.0	1221
	8:00	AM	5.9	623
	9:00	AM	12.9	279
	10:00	AM	19.9	176
	11:00	AM	27.0	126
	12:00	Noon	34.0	95
	1:00	PM	27.0	126
	2:00	PM	19.9	177
	3:00	PM	12.9	280
	4:00	PM	5.9	624
Sunset	4:50	PM	3.0	1221

Date: June 21 (longest daylight)

	Time	AM/PM	Angle above Horizon (deg)	Shadow Length (ft.)
Sunrise	5:10	AM	3.0	1221
	6:00	AM	10.0	363
	7:00	AM	22.0	158
	8:00	AM	34.0	95
	9:00	AM	46.0	62
	10:00	AM	58.0	40
	11:00	AM	70.0	23
	12:00	Noon	82.0	9
	1:00	PM	70.0	23
	2:00	PM	58.0	40
	3:00	PM	46.0	62
	4:00	PM	34.0	95
	5:00	PM	22.0	158
	6:00	PM	10.0	363
Sunset	6:50	PM	3.0	1221

The sun appears to move about 15 degrees horizontally through the sky every hour. At 300 feet from the object the shadow would travel about 80 feet.



DISTANCE FROM STEEPLE TO PHOTO POINT OF VIEW EQUALS 485'

NORTH VIEW

FROM COMMON AREA 'A'



DISTANCE FROM STEEPLE TO PHOTO POINT OF VIEW EQUALS 445'

EAST VIEW

FROM LONG CREEK DRIVE. BETWEEN 9813 & 9819 UNITS



BRUCE R. CALL

ARCHITECTURE
ENGINEERING
CONSTRUCTION MANAGEMENT

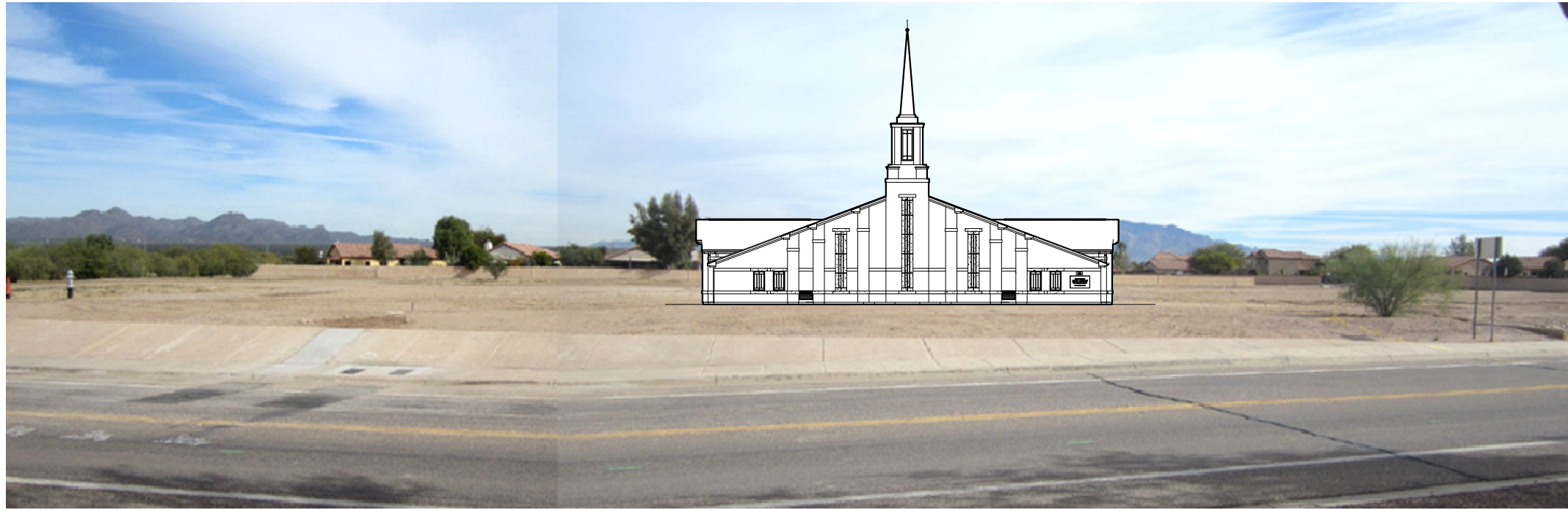
4572 E. CAMP LOWELL DR.
TUCSON, ARIZONA 85712
(520) 722-3668

I

MARANA CHURCH BUILDING

COACHLINE BL. AND IDLE WILD DR.
TUCSON, ARIZONA

DEC 2018



DISTANCE FROM STEEPLE TO PHOTO POINT OF VIEW EQUALS 125'

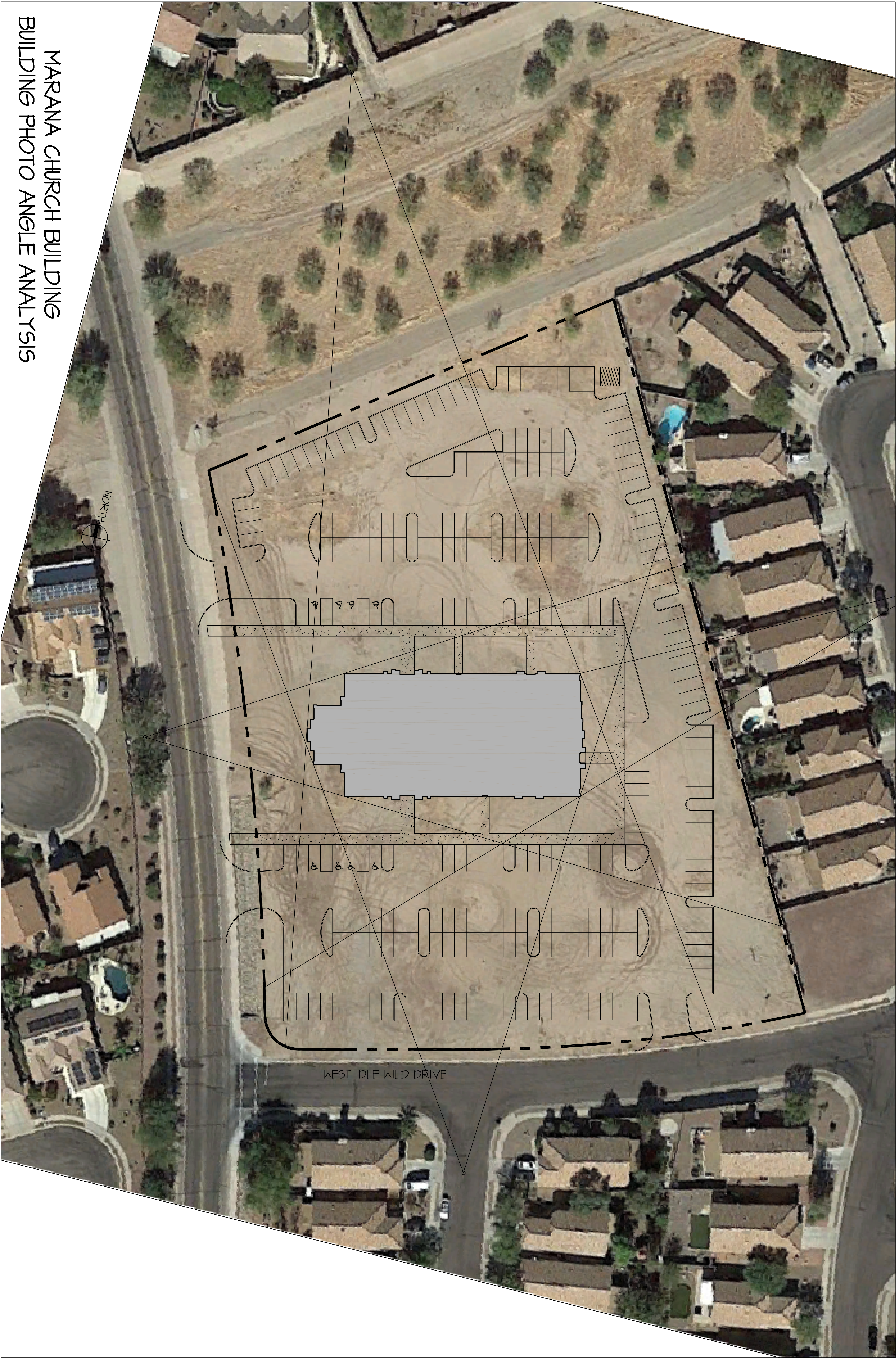
WEST VIEW
FROM COACHLINE BOULEVARD



DISTANCE FROM STEEPLE TO PHOTO POINT OF VIEW EQUALS 345'

SOUTH VIEW
FROM WEST IDLE WILD DRIVE

MARANA CHURCH BUILDING
BUILDING PHOTO ANGLE ANALYSIS



WEST IDLE WILD DRIVE

Planning Commission - Regular Meeting

Meeting Date: 01/30/2019

To: Planning Commission

From: Brian Varney, Senior Planner

Date: January 30, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: **PRV1809-002 Preliminary Plat for Moonlight Canyon at Saguaro Ranch.** A request for a recommendation to the Marana Town Council for approval of the Preliminary Plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, Common Areas "A", "B", "C-1" and "C-2" (Brian D. Varney)

Discussion:

Request

Rick Engineering Company, Inc., representing property owner Northlight Trust 1, is requesting a recommendation to the Town Council for approval of a preliminary plat for Moonlight Canyon at Saguaro Ranch. The proposed plat includes 43 residential lots, Blocks 1-2, and Common Areas "A", "B", "C-1" and "C-2" on 74.80 acres located in the Saguaro Ranch subdivision at the north terminus of Thornydale Road.

Zoning

The existing zoning of the subject property, 'F' Specific Plan, is regulated by two specific plans. Approximately 50.82 acres of the proposed subdivision is located within the Saguaro Ranch Specific Plan area and the remaining 23.98 acres is located within the Dove Mountain Specific Plan area. Development within the plat will be subject to the regulations of both specific plans, as well as the conditions of Ordinance 2015.016 including the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement.

Land Use

The preliminary plat proposes Lots 1 through 43, Block 1 (open space) [4.21 acres], Block 2 (functional open space) [2.50 acres], and Common Area "A" (private streets) [5.24 acres], Common Area "B" (open space) [.46 acres], Common Area "C-1" and "C-2" (emergency access and utility) [.37 acres]. The proposed density of the subdivision is .58 residences per acre. The minimum lot size required by the Saguaro Ranch zoning is 8,000 square feet, and the minimum lot size required by the Dove Mountain zoning is 36,000 square feet. The minimum lot size proposed within this subdivision is 43,632 square feet. The maximum lot size proposed is 79,263 square feet and the average lot size is 62,159 square feet. The maximum building height shall be limited to 30 feet.

As is typically the case in Saguaro Ranch, the subdivision has been designed to leave much of the land area undisturbed. Building envelopes in the Saguaro Ranch portion shall be limited to 20,000 square feet, and those designated as Estate Lots under the Dove Mountain zoning shall be limited to the lesser of 50 percent of the lot area or 25,000 square feet. In accordance with the development agreement, the property owner will dedicate a trial easement via the final plat through Block 1. The easement will allow the Town to construct a public trail to ultimately connect with the larger planned regional network north and south of the plat area. The extended trail will eventually connect to the Tortolita Mountain Park at the north end and Tangerine Road at the south end.

Access and Traffic Circulation

The primary access to the subdivision will be provided via Conrad's Way off of the main road, Old Ranch House Road. Approximately .68 miles of new private streets are proposed which shall be maintained by the homeowner's association. Local street sections are proposed at 52 feet.

Utilities

The subdivision will be served by Tucson Water. The property owners will be responsible for constructing all on-site and off-site water infrastructure needed to serve potable water and fire protection to the project. Sewer service will be provided to each lot by a private on-site disposal system. TRICO and Southwest Gas will provide their respective services.

Recommended Findings of Fact

1. The property is currently zoned F (Specific Plan) within both the Saguaro Ranch Specific Plan and the Dove Mountain Specific Plan. The proposed subdivision is in compliance with the existing zoning and all other development standards.
2. The General Plan land use designation for the plat area is MPA (Master Plan Area). The purpose of the MPA is to allow flexibility in site planning and design. The proposed subdivision is consistent with the purpose and intent of the Town of Marana General Plan.
3. The proposed subdivision does not appear to be detrimental to the immediate area or to the health, safety and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis

Review Criteria:

1. **The ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.:** Adequate area exists for the development on this site. The proposed subdivision will be in compliance with the requirements of all agencies prior to action by the Town Council.
2. **Ability to comply with requirements of zoning regulations, i.e. lot size, frontage, setbacks, etc.:** The proposed subdivision complies with the requirements of the Saguaro Ranch Specific Plan and the Dove Mountain Specific Plan.
3. **Consistent with the purpose of the zoning regulations and with the intent of the General Plan:** The proposed subdivision is consistent with the purpose of the Saguaro Ranch Specific Plan and the Dove Mountain Specific Plan and the intent of the Town of Marana General Plan.
4. **Compatible with the surrounding area, suitable with the character of the neighborhood, not detrimental to the immediate area of the development and not detrimental to the health, safety or welfare of the inhabitants of the area and the Town:** The proposed subdivision is consistent with the existing and planned development adjacent to the site and in the surrounding neighborhood area. This proposal does not appear to be detrimental to the immediate area or to the general health, safety and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of the Saguaro Ranch Specific Plan, the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement, the Dove Mountain Specific Plan, the Marana Town Code, and the Marana General Plan. The proposed plat is in substantial conformance with all required development regulations, and staff recommends that the Planning Commission recommend approval to the Town Council.

Suggested Motion:

I move to recommend to the Town Council approval of PRV1809-002, Preliminary Plat for Moonlight Canyon at Saguaro Ranch, Lots 1-43, Blocks 1-2, Common Areas "A", "B", "C-1" and "C-2".

PRV1809-002 MCSR PP

PRV1809-002 MCSR PP Map

PRV1809-022 MCSR PP App

Ord 2015_016 SR SP

2015 SR Amended PADA

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 74.80 AC; 3,258,180.94 SF.

COMMON AREA "A" (PRIVATE STREETS) IS 5.24 AC, 228,547 SF.
COMMON AREA "B" (OPEN SPACE) IS 0.46 AC, 19,819 SF.
COMMON AREA "C" (ACCESS-UTILITY) IS 0.37 AC, 16,189 SF.
BLOCK 1 (OPEN SPACE) IS 4.21 AC, 183,478 SF.
BLOCK 2 (FUNCTIONAL OPEN SPACE) IS 2.50 AC, 108,892 SF.

THE NET AREA OF THIS SUBDIVISION IS 74.80 AC; 3,258,180.94

2. THE EXISTING ZONING IS F - SPECIFIC PLAN.
SAGUARO RANCH SPECIFIC PLAN - 50.82 ACRES
DOVE MOUNTAIN SPECIFIC PLAN - 23.98 ACRES

3. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF MARANA ORDINANCE # 2015.016 ESTABLISHING THE SAGUARO RANCH SPECIFIC PLAN AND APPROVING THE AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT. THE SUBDIVISION IS ALSO SUBJECT TO THE LAND USE REGULATIONS OF THE DOVE MOUNTAIN SPECIFIC PLAN TO THE EXTENT OF THE LAND AREA (LOTS AND RELATED INFRASTRUCTURE) LOCATED WITHIN THAT PLAN'S BOUNDARY.

4. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 43; DENSITY IS 0.58 RAC.

5. THE MINIMUM ALLOWABLE LOT SIZE: SAGUARO RANCH LOT 50 - 8000 SF.
THE MINIMUM ALLOWABLE LOT SIZE: DOVE MOUNTAIN - 36,000 SF.
THE MINIMUM LOT SIZE IS 43,632 SF.
THE MAXIMUM LOT SIZE IS 79,263 SF.
THE AVERAGE LOT SIZE IS 62,159 SF.

6. DEVELOPMENT STANDARDS:	SR LOT 50	DOVE MTN
MINIMUM SITE SETBACKS:		
FRONT:	20'	30'
SIDE ENTRY GARAGE:	10'	
SIDE:	5'	10'
STREET SIDE:	10'	20'
REAR:	20'	20'
MIN. LOT WIDTH:	60'	--
MIN. LOT DEPTH:	100'	--
MAX. BLDG ENVELOPE:	20,000 SF	LESSOR OF 50% OR 25,000 SF

7. MAXIMUM BUILDING HEIGHT ALLOWED IS 30 FEET.

8. ALL REQUIRED PARKING WILL BE OFF STREET. ON-SITE:
PARKING SPACES REQUIRED: 2 FOR EACH FAMILY OR UNIT = 86 SPACES.
PARKING SPACES PROVIDED: 2 PER GARAGE & 1 PER DRIVEWAY = 129 SPACES.

9. THE TOTAL MILES OF NEW PRIVATE STREETS 0.68.

10. THE DESIGN SPEED FOR THESE STREETS IS 20 MPH.
THE DESIGN VEHICLE IS WB-40.

11. THE DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.

12. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.

13. A HOMEOWNER'S ASSOCIATION (HOA) WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.

14. THE AREA WITHIN THE 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING DURING A 100-YEAR FLOOD. ALL LAND USE IN THIS AREA SHALL BE RESTRICTED TO USES THAT HAVE BEEN APPROVED BY THE FLOODPLAIN ADMINISTRATOR.

15. ALL ROADS AND DRAINAGE IMPROVEMENTS WITHIN OR ADJACENT TO THIS SUBDIVISION SHALL BE CONSTRUCTED ACCORDING TO PLANS AS REVIEWED AND APPROVED BY THE TOWN OF MARANA.

16. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED, WITH GRAFFITI-RESISTANT MATERIALS.

17. ALL SIGNAGE TO BE APPROVED UNDER SEPARATE PERMIT.

18. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACES SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

19. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

20. ALL EXTERIOR LIGHTING SHALL BE PER THE CURRENTLY ADOPTED TOWN OF MARANA OUTDOOR LIGHTING CODE.

21. ALL RIP RAP AND EROSION PROTECTION ROCK SHALL BE CORONADO BROWN IN COLOR.

22. ALL HOMES IN THIS DEVELOPMENT MUST BE PROVIDED WITH FIRE SPRINKLERS PER IFC D107.1. EXCEPTION 1.

23. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN COMMON AREAS FOR PRIVATE STREETS. THE FIRE FLOW REQUIREMENT IS 1,000 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.

PRELIMINARY PLAT FOR
MOONLIGHT CANYON
AT SAGUARO RANCH
LOTS 1-43, BLOCKS 1-2 &
COMMON AREA "A", "B" & "C-1" AND "C-2"

GENERAL NOTES - CONTINUED

24. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE TUCSON WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.

25. SEWAGE DISPOSAL FOR ALL LOTS SHALL BE BY A PRIVATE INDIVIDUAL ON-SITE DISPOSAL SYSTEM, AND PRIOR TO CONSTRUCTION EACH LOT MUST HAVE A SITE EVALUATION THAT MEETS THE REQUIREMENTS OF R18-9-A310 AND THAT IS PERFORMED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE COST OF AN ALTERNATIVE SYSTEM MAY BE SUBSTANTIALLY HIGHER THAN A CONVENTIONAL DISPOSAL SYSTEM.

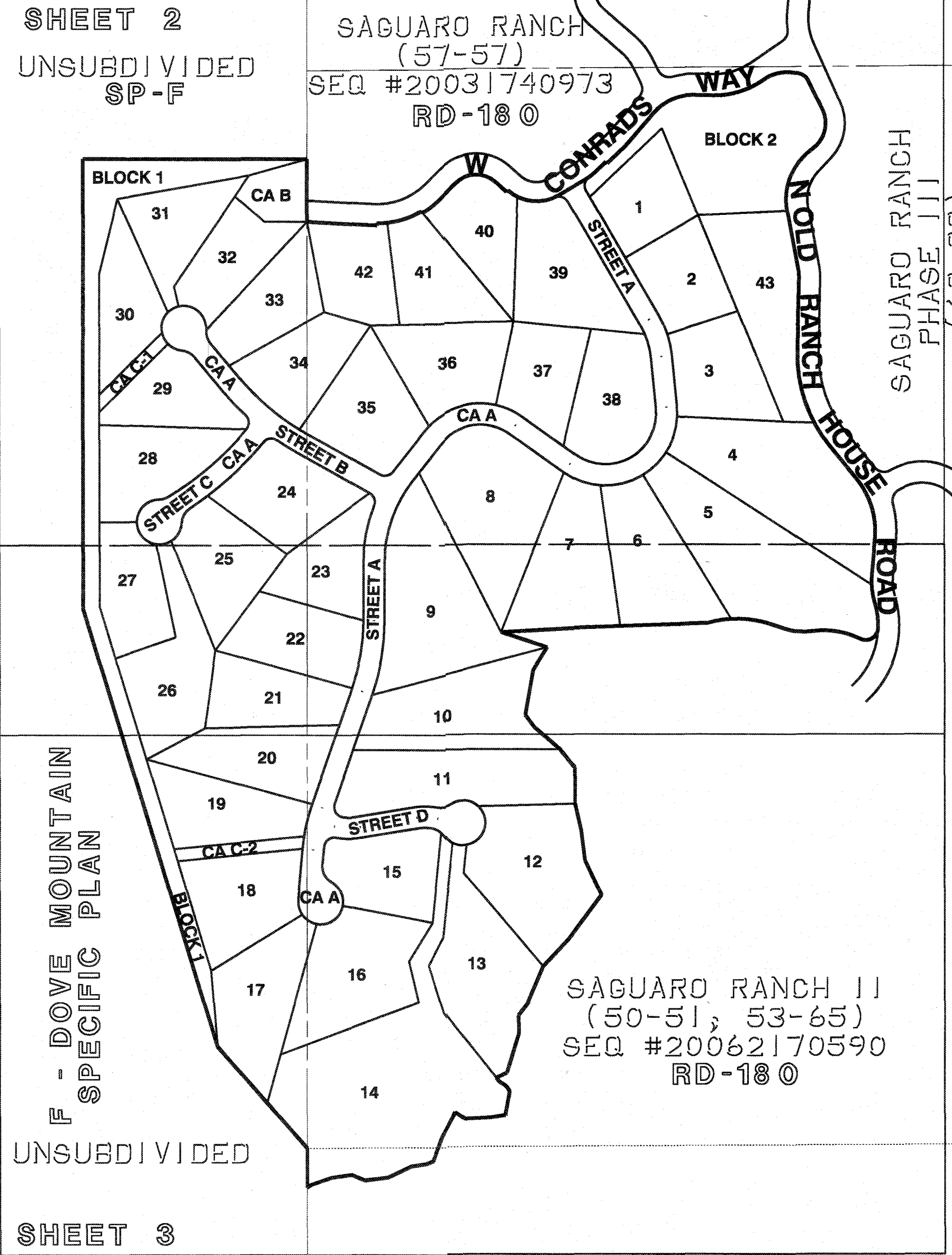
26. BASED UPON PRELIMINARY SITE ANALYSIS, ADDITIONAL TREATMENT WITH TEXTILE FILTER WITH UV DISINFECTION, OR AN APPROVED EQUAL, MAY BE NECESSARY TO OVERCOME THE SITE LIMITATIONS ON EACH LOT. THE ALTERNATIVE SYSTEM SHALL BE DESIGNED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. THE TEXTILE FILTER AND UV DISINFECTION, OR EQUIVALENT SHALL MEET ALL APPLICABLE REQUIREMENTS OF A.A.C. TITLE 18 CHAPTER 9 AND SHALL INCLUDE THE FOLLOWING CRITERIA:

1. PRODUCE EFFLUENT THAT HAS A TSS OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
2. BOD OF 15 MG/L, 30 DAY ARITHMETIC MEAN.
3. TOTAL NITROGEN OF 30 MG/L, 5 MONTH ARITHMETIC MEAN.
4. TOTAL COLIFORM OF 10 CFU/100 ML.
5. UNIT SHALL INCLUDE REMOTE MONITORING CAPABILITIES.
6. UV DISINFECTION UNIT WITH ALARM, OR APPROVED EQUIVALENT.

SUBSURFACE DRIP IRRIGATION DISPOSAL SYSTEM SHALL MEET THE REQUIREMENTS SET FORTH IN R-18-9-E322.

27. THE AREA CONTAINS HABITAT FOR THE SONORAN DESERT TORTOISE, A SPECIES THAT IS BEING CONSIDERED FOR LISTING AS THREATENED OR ENDANGERED BY THE U.S. FISH AND WILDLIFE SERVICE. AT LEAST 30-DAYS BEFORE GRADING, A 100% AREA SURVEY SHOULD BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, FOR THE SONORAN DESERT TORTOISE, WITH A COPY OF THE SURVEY FORM SENT TO THE TOWN PRIOR TO THE ISSUANCE OF A GRADING PERMIT.

28. THE PROJECT AREA CONTAINS POTENTIAL FORAGING HABITAT FOR THE LISTED ENDANGERED LESSOR LONG-NOSED BAT. DUE TO THE POTENTIAL OF JURISDICTIONAL WASHES ON-SITE, THE TOWN OF MARANA REQUIRES THAT A JURISDICTIONAL DELINEATION BE DONE BY THE CORPS OF ENGINEERS. ANY JURISDICTIONAL WASHES WILL BE SHOWN ON THE PLAT ALONG WITH A GENERAL NOTE THAT STATES "ANY DISTURBANCE TO JURISDICTIONAL WASHES MAY REQUIRE APPROVAL FROM THE ARMY CORPS OF ENGINEERS".



ACCEPTED

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

BY: MARANA DEVELOPMENT SERVICES DIRECTOR DATE

BY: NORTHWEST FIRE DISTRICT DATE

ADMINISTRATIVE ADDRESS

14100 NORTH THORNYDALE ROAD
MARANA, ARIZONA 85658

SHEET INDEX

1. COVER SHEET
2-3. PLAN SHEETS

OWNER

NORTHLIGHT TRUST 1
64 WALL STREET, SUITE 212
NORWALK, CONNECTICUT 06850
CONTACT: GREG WALTER
(646) 873-6546
gwalter@northlightfinancial.com

DEVELOPER

L & P PARTNER'S, INC
2601 FOURTH AVENUE, 6TH FLOOR
SEATTLE, WASHINGTON 98121
CONTACT: SCOTT LUNDBERG
(520) 323-3979
sflundberg@gbattorneys.com

LEGEND

ITEM	SYMBOL
CENTERLINE	---
SECTION LINE	---
SUBDIVISION BOUNDARY	---
PROPERTY LINE	---
EASEMENT BOUNDARY	---
EXIST CONTOUR LINE	---
EXIST SPOT ELEVATION	X 2751.1
EXIST SAGUARO	---
FLOODPLAIN LIMIT	---
BUILDING EROSION SETBACK LINE	---
BUILDING SETBACKS	---
PROPOSED GENERAL ACCESS (FOR ADDRESSING PURPOSES ONLY)	---
EXIST PAVEMENT EDGE	---
EXIST WATERLINE W/VALVE	---
EXIST UNDERGROUND LINE	---
EXIST FIBER OPTIC LINE	---
EXIST GAS LINE	---
EXIST TELEPHONE LINE	---
EXIST CABLE LINE	---
EXIST OVERHEAD ELECTRIC LINE	---
PROPOSED STORM DRAIN W/MH	---
FLOW ARROW	---
CONCENTRATION POINT (HYDRAULIC TABLE REFERENCE)	---
APPROX FINISH SURFACE	---
LANDSCAPE/SCREENWALL	---
PROPOSED SLOPE	---
SIGHT VISIBILITY TRIANGLE	---
CONCRETE PAVING	---
A.C. PAVING	---
PROPOSED TRAIL	---
FOUND SURVEY MON. RLS17479 (1/2" IRON PIN OR AS NOTED)	---
SECTION CORNER	---
QUARTER SECTION CORNER	---
POTENTIAL BUILDING LOCATION	---
POTENTIAL ALTERNATIVE SEPTIC LOCATION	---
GEOTECHNICAL APPROX TEST PIT LOCATIONS	---
GEOTECHNICAL APPROX SEISMIC TESTING LOCATIONS	---

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20, T11S, R13E AS SHOWN ON THE FINAL PLAT FOR SAGUARO RANCH II, BOOK 61 PAGE 89 MAP, AS MONUMENTED BY A 3" GLO BRASS DISC AT THE WEST QUARTER OF SAID SECTION AND A 3" GLO BRASS DISC AT THE NORTHWEST CORNER OF SAID SECTION, SAID BEARING BEING N00°03'11"E

BASIS OF ELEVATION

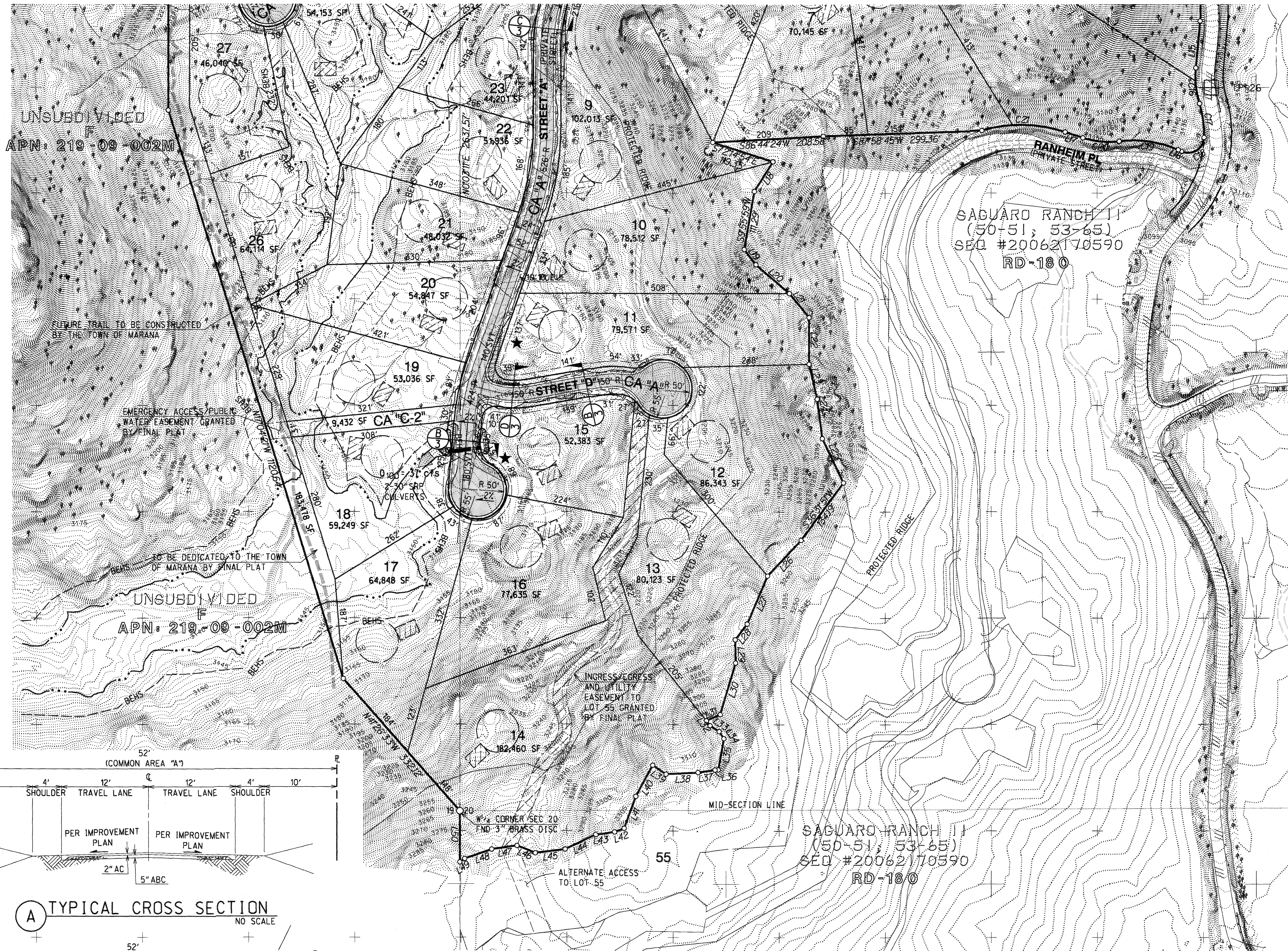
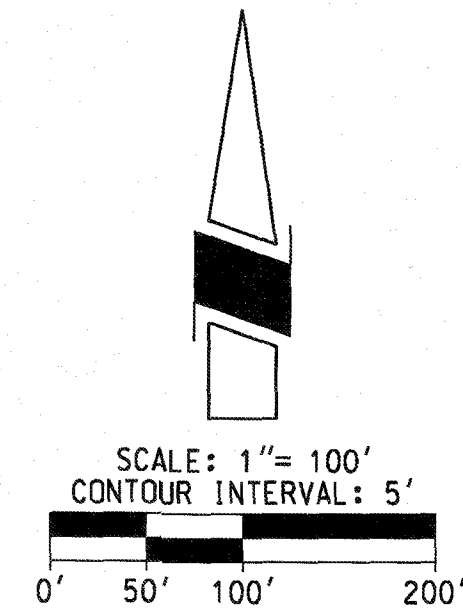
"X" ON THE SOUTHEAST CORNER OF AN ELECTRIC TRANSFORMER BASE 90' +/- FROM THE END OF PAVEMENT ON COPPER SUNSET DRIVE, GPS STATIC DATA PROCESSED THROUGH OPUS PROJECTS. ELEV.=2928.88 (NAVD88)

PRELIMINARY PLAT FOR
MOONLIGHT CANYON
AT SAGUARO RANCH
LOTS 1-43, BLOCKS 1-2 & COMMON AREA "A", "B"
& COMMON AREA "C-1" AND "C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (ACCESS AND UTILITIES)
LOT 50, SAGUARO RANCH II, BOOK 61, PAGE 89 AND A PORTION OF NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 11S, RANGE 13E, GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

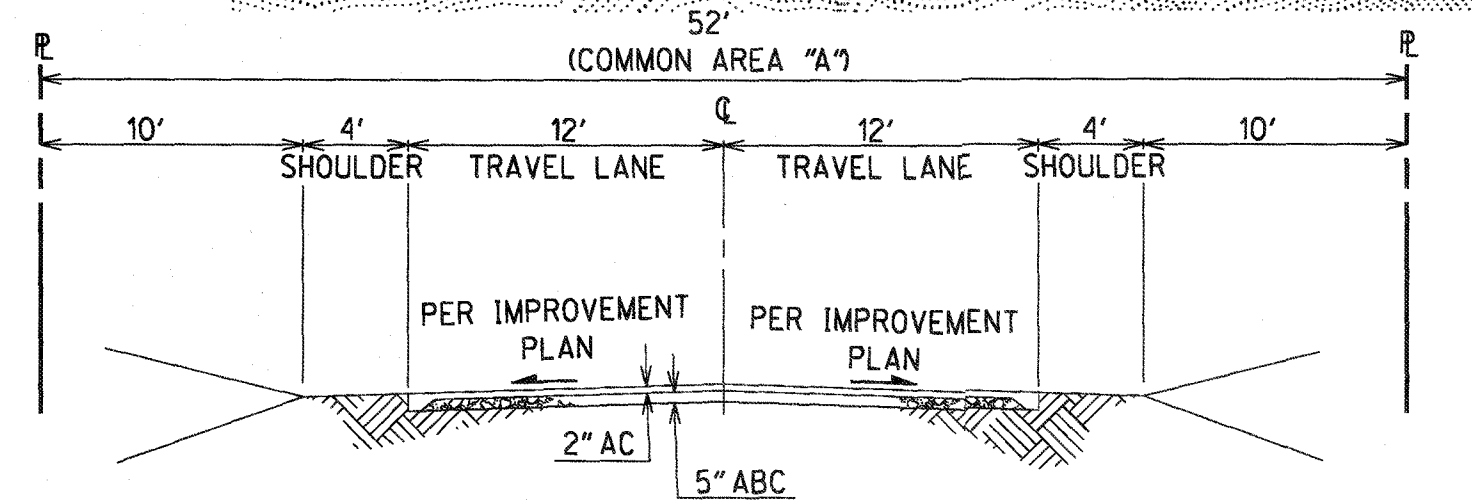


COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (ACCESS AND UTILITIES)
LOT 50, SAGUARO RANCH II, BOOK 61, PAGE 89 AND A PORTION OF NORTHEAST
QUARTER OF SECTION 19, TOWNSHIP 11S, RANGE 13E, GILA AND SALT RIVER
BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

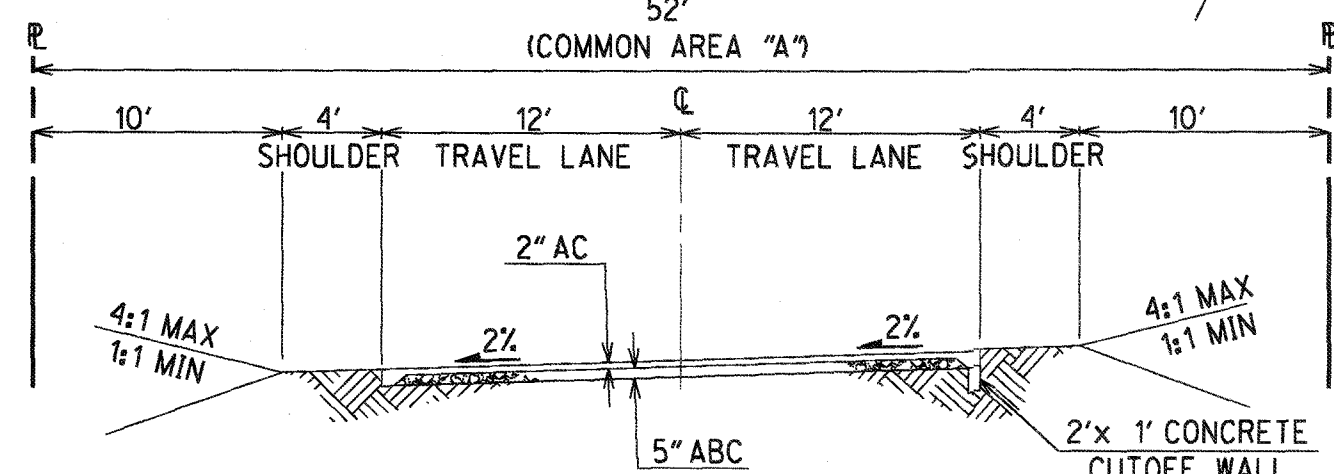


NAME	LINE TABLE	DIRECTION	LENGTH
L1	N 0°10'08"	W	5.00
L2	S 30°39'45"	E	5.00
L3	N 45°05'49"	E	52.55
L4	S 48°24'59"	E	36.59
L5	N 41°35'01"	E	5.00
L6	N 59°42'23"	E	76.81
L7	N 46°20'40"	E	38.29
L8	S 43°39'20"	E	5.00
L9	N 46°20'40"	E	55.97
L10	N 40°30'48"	E	100.06
L11	S 88°59'51"	E	49.82
L12	S 81°03'25"	E	13.32
L13	S 26°00'45"	E	80.41
L14	S 39°28'51"	E	100.97
L15	S 5°15'47"	W	88.63
L16	N 65°52'30"	W	6.95
L17	N 71°46'01"	W	35.36
L18	S 32°14'41"	W	66.19
L19	S 37°19'25"	W	36.18
L20	S 49°21'47"	W	83.40
L21	S 39°18'33"	W	58.44
L22	S 0°00'00"	W	87.70
L23	S 12°54'58"	W	67.48
L24	S 7°23'28"	W	74.61
L25	S 25°26'33"	W	92.56
L26	S 43°12'41"	W	92.12
L27	S 23°00'12"	W	98.25
L28	S 37°29'11"	W	37.28
L29	S 1°01'10"	W	43.52
L30	S 16°41'16"	W	101.30
L31	S 65°59'43"	W	28.47
L32	S 35°47'05"	W	11.73
L33	S 56°57'32"	W	20.31
L34	S 34°54'19"	W	15.91
L35	S 10°16'56"	W	59.89
L36	S 86°11'23"	W	5.95
L37	S 81°34'56"	W	32.42
L38	S 87°00'37"	W	60.66
L39	N 56°08'10"	W	30.02
L40	S 28°45'12"	W	66.50
L41	S 19°59'46"	W	64.16
L42	S 68°58'33"	W	19.10
L43	S 81°15'36"	W	36.07
L44	S 64°33'09"	W	63.78
L45	S 83°03'07"	W	56.64
L46	N 68°12'45"	W	36.92
L47	S 81°52'32"	W	48.48
L48	S 70°39'13"	W	53.77
L49	S 55°46'11"	W	11.14
L50	N 0°02'20"	W	95.97

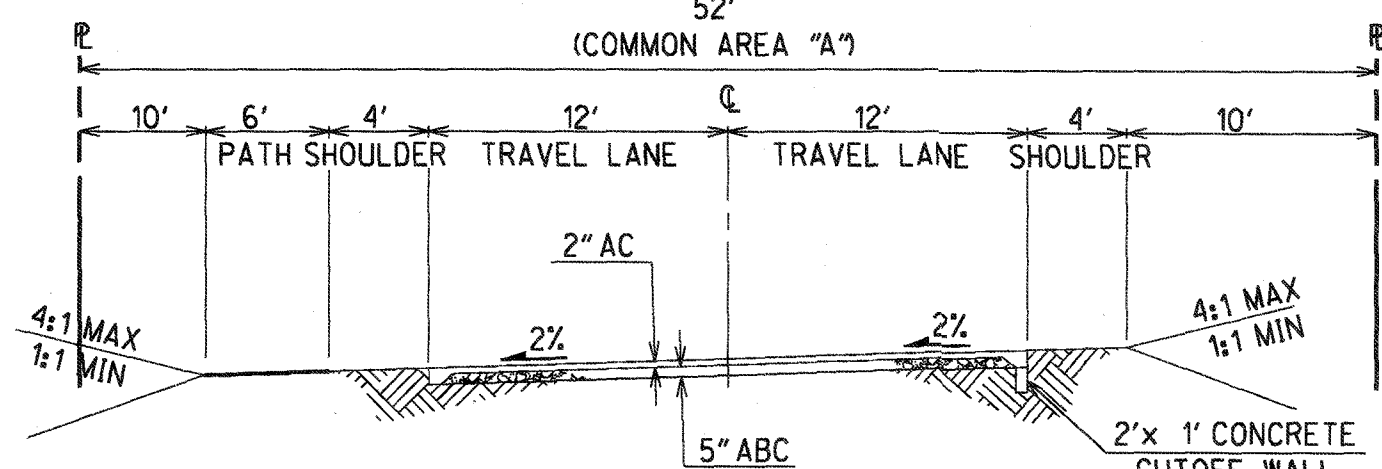
NAME	CURVE TABLE		ARC
	DELTA	RADIUS	
C1	3°17'49"	221.00	12.72
C2	30°29'37"	216.00	114.96
C3	14°14'27"	221.00	54.93
C4	86°29'12"	72.00	108.68
C5	71°52'38"	106.00	132.98
C6	13°21'43"	121.00	26.22
C7	5°49'53"	126.00	12.82
C8	50°29'21"	124.00	109.27
C9	36°36'50"	206.00	131.64
C10	44°33'16"	100.00	77.76
C11	55°02'40"	30.00	28.82
C12	80°55'49"	77.00	108.76
C13	65°33'29"	151.00	172.78
C14	11°59'08"	124.00	25.94
C15	44°44'38"	199.00	155.40
C16	22°10'25"	176.00	68.11
C17	18°39'32"	199.00	64.81
C18	112°22'36"	30.00	58.84
C19	31°32'51"	207.00	113.98
C20	25°39'20"	155.00	69.40
C21	34°22'47"	265.32	159.20



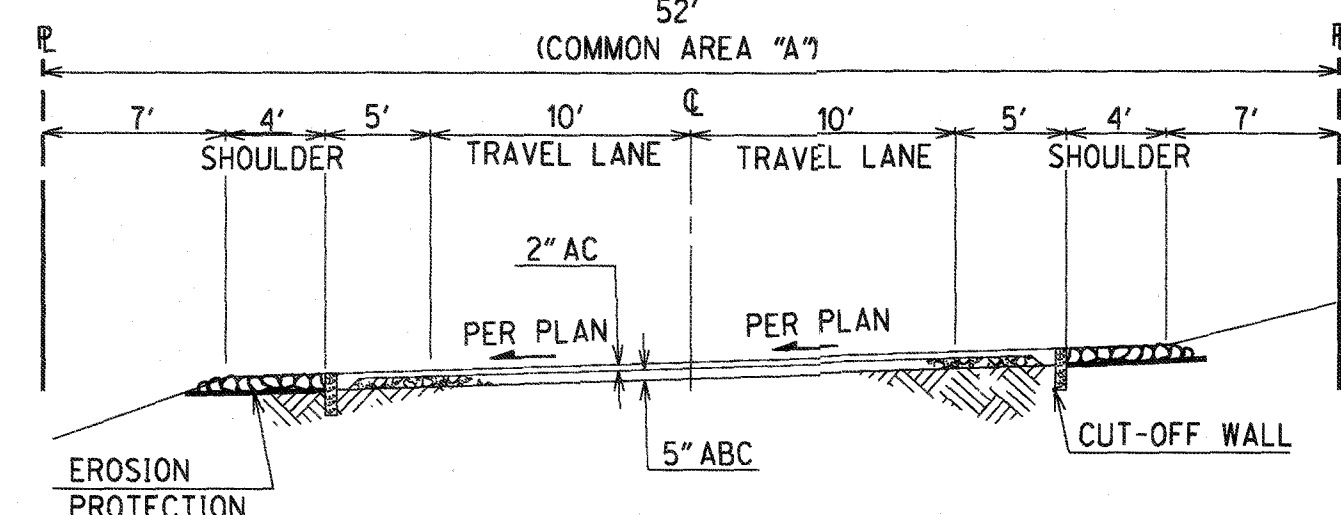
(A) TYPICAL CROSS SECTION
NO SCALE



(B) SUPERELEVATED CROSS SECTION
NO SCALE



(C) SUPERELEVATED CROSS SECTION
NO SCALE



(D) DRAINAGE CROSS SECTION
NO SCALE

CROSS SECTION
XS-1, XS-3
XS-357, XS-4800
XS-4700

DEPTH
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2.2'
2.8'

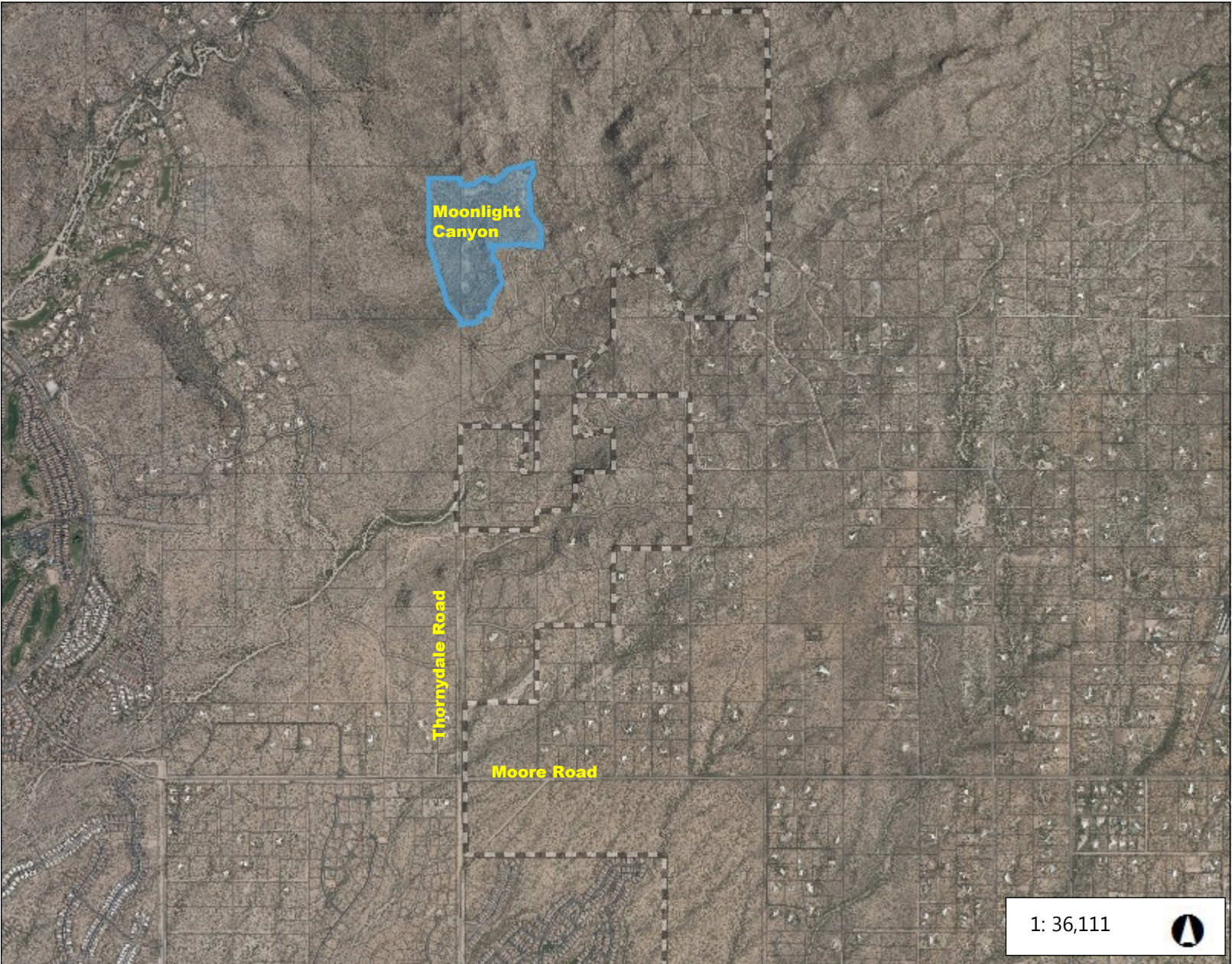


PRELIMINARY PLAT FOR MOONLIGHT CANYON AT SAGUARO RANCH

LOTS 1-43, BLOCKS 1-2 & COMMON AREA "A", "B"
& COMMON AREA "C-1" AND "C-2"

COMMON AREA "A" (PRIVATE STREET)
COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (ACCESS AND UTILITIES)

LOT 50, SAGUARO RANCH II, BOOK 61, PAGE 89 AND A PORTION OF NORTHEAST
QUARTER OF SECTION 19, TOWNSHIP 11S, RANGE 13E, GLA AND SALT RIVER
BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA



Legend

- Marana Addresses
- Marana Town Limits
- Parcels (Black)

1: 36,111



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

PRV1809-002 Moonlight Canyon at Saguaro Ranch

**PROJECT APPLICATION****PROJECT INFORMATION**

Project Name: WILDCAT CANYON

Description of Project: PP SAGUARO RANCH II LOT 50, & PORTION NE1/4 SEC 19

Number of Lots: 43

Parcel No.(s): 219-09-002L AND 219-10-1170

Gross Area (Acres): 74.8

Project Address: 3745 W. CONRAD'S WAY

Ref. Project No.: PCZ14-09-001 PCZ17-RV-08-001 PRV-03072f

CONTACT INFORMATION**Owner:** NORTHLIGHT TRUST I

Contact Name: GREG WALTER

Address: 64 WALL STREET, SUITE 212

City: NORWALK

State: CN

Zip: 06850

Email: gwalter@northlightfinancial.com

Phone No.: (646) 873-6546

Applicant: RICK ENGINEERING COMPANY, INC.

Contact Name: CHUCK MARTIN

Address: 3945 E FT LOWELL RD, STE 111

City: TUCSON

State: AZ

Zip: 85712

Email: cmartin@rickengineering.com

Phone No.: (520) 795-1000

Consultant/Engineer: RICK ENGINEERING COMPANY, INC.

Contact Name: PAUL IEZZI

Address: 3945 E FT LOWELL RD, STE 111

City: TUCSON

State: AZ

Zip: 85712

Email: piezzi@rickengineering.com

Phone No.: (520) 795-1000

OWNER/APPLICANT AUTHORIZATION

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.)

CHUCK MARTIN

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLYProject No. PRV1809-002Date Received 9/20/18

- | | | | |
|---|--|--|--|
| ☐ Annexation | ☐ Rezone | ☐ Specific Plan | ☐ General Plan Amendment |
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Significant Land Use Change | ☐ Minor Land Division |
| ☐ Variance | ☐ Development Plan | ☐ Development Plan Package | ☐ Dedications / Easements |
| ☐ Lic. Agreement | ☐ Landscape Plan | ☐ Conditional Use Permit | ☐ Report (Type): _____ |
| ☐ SWPP | ☐ Native Plant Plan | ☐ Native Plant Exception | ☐ Other: _____ |
| ☐ Improvement Plan (Type): _____ | | | |

SMARA
TOWN OF MARANA
PICKUP



SEQUENCE: 20152190280
NO. PAGES: 18
ORDIN 08/07/2015 11:08
PICK UP
AMOUNT PAID: \$13.50

MARANA ORDINANCE NO. 2015.016

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 508 ACRES OF LAND GENERALLY LOCATED ONE MILE NORTH OF THE NORTH TERMINUS OF THORNYDALE ROAD FROM 'RD-180' RURAL DEVELOPMENT TO 'F' SPECIFIC PLAN FOR THE PURPOSE OF ESTABLISHING THE SAGUARO RANCH SPECIFIC PLAN; APPROVING A MINOR AMENDMENT TO THE MARANA GENERAL PLAN; AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

WHEREAS Northlight Trust I, a Delaware statutory trust (the "Property Owner"), owns approximately 508 acres of property located one mile north of the north terminus of Thornydale Road within Sections 17 and 20, Township 11 South, Range 13 East, (referred to in this ordinance as the Rezoning Area), legally described on Exhibit A and depicted on Exhibit A-1 attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized The Planning Center to submit applications to rezone the Rezoning Area from 'RD-180' Rural Development to 'F' Specific Plan ("this Rezoning"), amend the Marana General Plan from Rural Density Residential (RDR) to Master Planning Area (MPA), and to process an amended and restated pre-annexation and development agreement for the Rezoning Area; and

WHEREAS the Marana Planning Commission held a public hearing on June 24, 2015 and voted 7-0 to recommend that the Town Council approve this Rezoning and its associated General Plan Amendment, and to recommend that the Town Council approve the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement subject to the recommended conditions; and

WHEREAS The Marana Town Council held a public hearing on August 4, 2015 and determined that the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement, attached as Exhibit B to and incorporated in this ordinance by this reference, is consistent with the Marana General Plan with the proposed amendment, applicable specific plans, and relevant Town policies; and

WHEREAS the Marana Town Council, at the August 4, 2015 public hearing, determined that this Rezoning, its associated General Plan Amendment, and the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement are in the best interest of the Town and its citizens and should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from 'RD-180' Rural Development to 'F' Specific Pan, creating the Saguaro Ranch Specific Plan, attached to and incorporated in this ordinance by this reference.

Section 2. A minor amendment to the General Plan is hereby approved, changing the General Plan designation of the Rezoning Area from Rural Density Residential (RDR) to Master Planning Area (MPA).

Section 3. The Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement is hereby approved in the form attached to and incorporated by this reference in this ordinance as Exhibit B, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

Section 4. This Rezoning is subject to the following conditions, the violation of which shall be treated in same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owner and its successors in interest (all of whom are collectively included in the term "Property Owner" in this ordinance):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the tentative development plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owner and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owner and accepted by Tucson Water (the "water provider") prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owner must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owner and accepted by the Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of

service to the proposed development, the Property Owner must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.

6. The Property Owner must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including the gated access and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of the final plat for any portion of the Rezoning Area.
8. The maximum number of lots within the Rezoning Area shall not exceed 150.
9. No approval, permit or authorization by the Town of Marana authorizes violation of any Federal or State law or regulation or relieves the applicant or the land owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.
10. Prior to the issuance of any grading permits, the Property Owner shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the rezoning area.
11. The Property Owner shall not cause any lot split of any kind without the written consent of the Town of Marana.
12. A 100% clearance survey for the desert tortoise shall be completed by a qualified biologist at the Property Owner's expense and a survey report shall be submitted to the Town and to Arizona Game and Fish Department (AZGFD) prior to issuance of any grading permits. If a desert tortoise is found during the survey or at any time during construction, the Property Owner shall immediately notify the Town and AZGFD, and the tortoise may be moved in accordance with the most current AZGFD Tortoise Handling Guidelines at the Property Owner's expense.
13. The Property Owner shall coordinate with the Town of Marana in the provision of a public trail through portions of the Saguaro Ranch property to provide public access to the Tortolita Mountain Park northeast of the Saguaro Ranch boundary. At such time that appropriate trail easements are secured up to the boundary of Saguaro Ranch, the Property Owner will coordinate with Town staff in determining the appropriate trail alignment and grant the necessary easements to the Town of Marana enabling the Town to construct and maintain a sustainable trail.
14. An annual report shall be submitted within 30 days of the anniversary of the Town Council's approval of the Saguaro Ranch Specific Plan in accordance with the requirements defined in the Land Development Code.

15. Within 60 days after the adoption of this ordinance, the Property Owner shall provide the Planning Department with ten bound copies and three electronic copies on CD in PDF format, which will also include graphics of the tentative development plan in JPEG or other suitable format of the Saguaro Ranch Specific Plan.

Section 6. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2015.



ATTEST:


Jocelyn C. Bronson, Town Clerk


Mayor Ed Honea

APPROVED AS TO FORM:

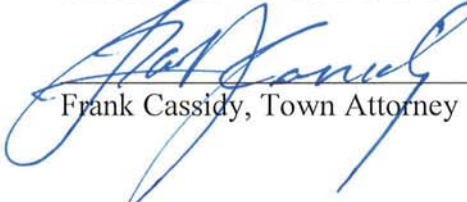

Frank Cassidy, Town Attorney

EXHIBIT "A"

PORTIONS OF SECTIONS 17 AND 20 OF TOWNSHIP 11 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL 1

BLOCK 2 OF SAGUARO RANCH, ACCORDING TO THE PLAT RECORDED IN BOOK 57 OF MAPS AND PLATS AT PAGE 57, RECORDS OF THE PIMA COUNTY RECORDER THEREAFTER, AMENDED BY DECLARATION OF SCRIVENER'S ERROR RECORDED IN DOCKET 12173, PAGE 1647;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 2

LOT 50 OF SAGUARO RANCH II, ACCORDING TO THE PLAT RECORDED IN BOOK 61 OF MAPS AND PLATS AT PAGE 89, SAID RECORDS OF THE PIMA COUNTY RECORDER;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 3

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCEL 1 UNDER, UPON AND ACROSS THAT PROPERTY AS MORE FULLY DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 5843, PAGE 384; MODIFIED IN DOCKET 12241, PAGE 2366, RE-RECORDED IN DOCKET 12269, PAGE 466.

PARCEL 4

PORTIONS OF THE EAST HALF OF SAID SECTION 17 AND THE NORTHEAST QUARTER OF SAID SECTION 20 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A 2 INCH GLO BRASS DISC;

THENCE NORTH 89 DEGREES 43 MINUTES 55 SECONDS EAST 1321.04 FEET UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 TO THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST 2636.99 FEET UPON SAID EAST LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST 1323.06 FEET UPON SAID NORTH LINE TO THE EAST ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A 3 INCH GLO BRASS DISC;

THENCE SOUTH 01 DEGREES 13 MINUTES 04 SECONDS EAST 2640.37 FEET UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 TO THE SOUTHEAST CORNER OF SAID SECTION 17 AS MONUMENTED BY ANOTHER 3 INCH GLO BRASS DISC;

THENCE SOUTH 01 DEGREES 08 MINUTES 42 SECONDS WEST 466.43 FEET UPON THE EAST LINE OF

SAID NORTHEAST QUARTER OF SECTION 20 TO THE NORTH LINE OF SAGUARO RANCH PHASE III-A, ACCORDING TO THE PLAT RECORDED IN BOOK 63 OF MAPS AND PLATS AT PAGE 33, SAID RECORDS OF THE PIMA COUNTY RECORDER;

THENCE THE FOLLOWING 16 (SIXTEEN) COURSES UPON THE NORTH LINE OF SAID SAGUARO RANCH PHASE III-A:

- 1) NORTH 88 DEGREES 51 MINUTES 18 SECONDS WEST 28.61 FEET;
- 2) NORTH 14 DEGREES 33 MINUTES 23 SECONDS WEST 413.15 FEET;
- 3) SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 175.99 FEET;
- 4) NORTH 14 DEGREES 51 MINUTES 08 SECONDS WEST 198.51 FEET;
- 5) NORTH 67 DEGREES 51 MINUTES 40 SECONDS WEST 964.84 FEET;
- 6) SOUTH 28 DEGREES 22 MINUTES 24 SECONDS EAST 495.81 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY;
- 7) SOUTHEASTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 41 DEGREES 48 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 218.88 FEET TO A POINT OF CUSP WITH A TANGENT LINE;
- 8) NORTH 70 DEGREES 10 MINUTES 35 SECONDS WEST 40.33 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY;
- 9) SOUTHWESTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 134 DEGREES 54 MINUTES 54 SECONDS, FOR AN ARC DISTANCE OF 117.74 FEET TO A NON-TANGENT LINE;
- 10) NORTH 79 DEGREES 31 MINUTES 35 SECONDS WEST 197.48 FEET;
- 11) SOUTH 46 DEGREES 34 MINUTES 23 SECONDS WEST 645.71 FEET;
- 12) NORTH 87 DEGREES 00 MINUTES 52 SECONDS WEST 629.41 FEET;
- 13) NORTH 22 DEGREES 49 MINUTES 40 SECONDS WEST 158.24 FEET;
- 14) SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST 51.51 FEET;
- 15) NORTH 15 DEGREES 30 MINUTES 51 SECONDS WEST 374.09 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17;
- 16) SOUTH 89 DEGREES 46 MINUTES 25 SECONDS WEST 233.88 FEET UPON SAID SOUTH LINE TO THE SOUTH ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A HALF INCH REBAR WITH ALUMINUM CAP STAMPED "PE 2903;

THENCE NORTH 00°00'58" EAST 5274.92 FEET UPON THE NORTH-SOUTH MID-SECTION LINE TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE PARCEL 5 LEGAL DESCRIPTION IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 13 EAST, G&SRM, AS MONUMENTED BY THE 2 INCH GLO BRASS DISC AT THE NORTH ONE QUARTER CORNER OF SECTION 17 AND BY A 3 INCH GLO BRASS DISC AT THE NORTHEAST CORNER OF SAID SECTION 17, THE DISTANCE BETWEEN SAID MONUMENTS BEING 2641.11 FEET AND SAID BEARING BEING: NORTH 89°43'55" EAST.

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 5

LOT 45, SAGUARO RANCH PHASE III-A, ACCORDING TO THE PLAT OF RECORD IN BOOK 63 OF MAPS, PAGE 33, PIMA COUNTY, ARIZONA RECORDS;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

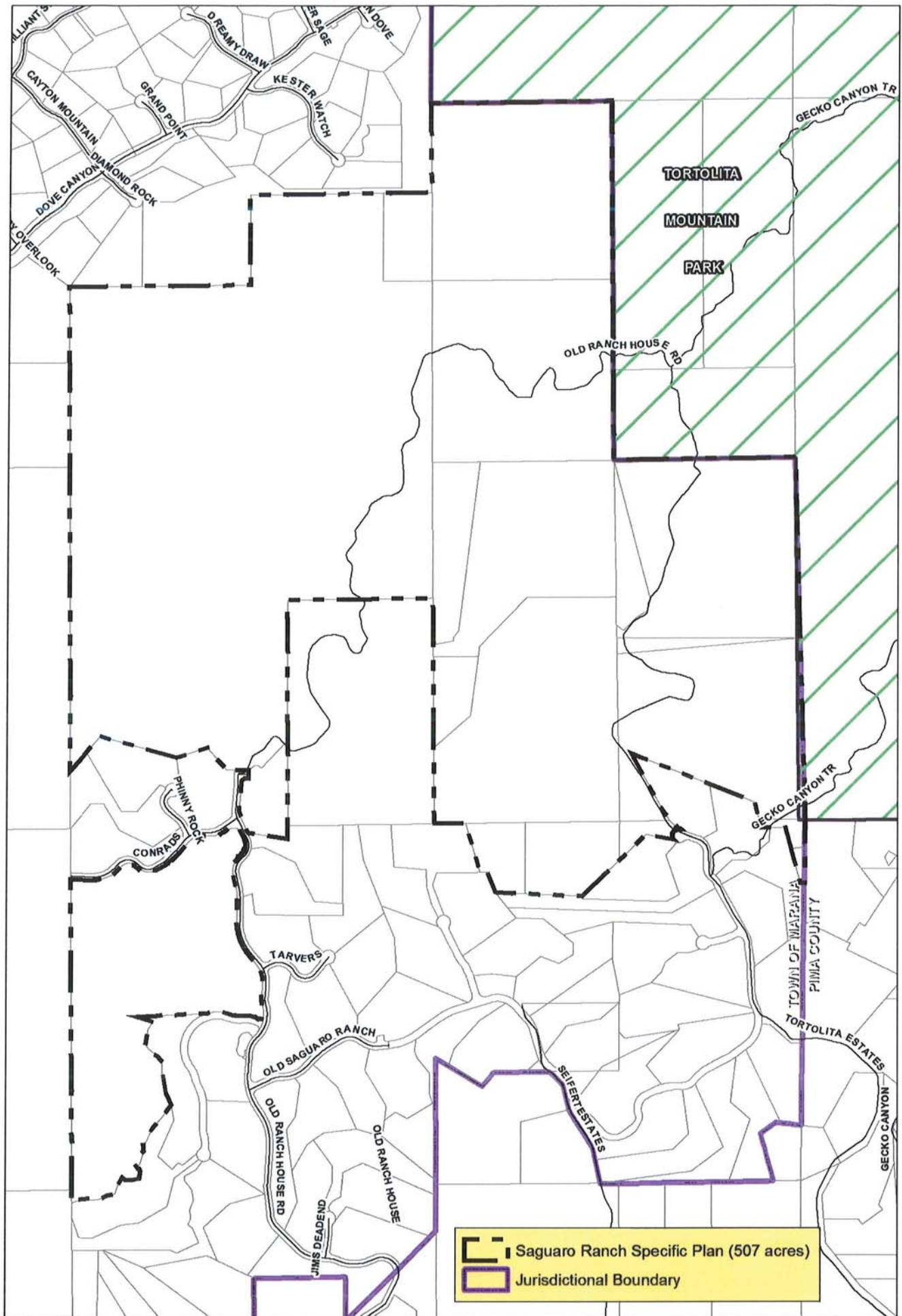


EXHIBIT A-1 TO ORDINANCE
SAGUARO RANCH

0' 300' 600'
 SCALE: 1" = 600'



PROJECT: NCP-01 DATE: 07/26/15
 FILE NAME: NCP-01_Ord_LocationMap.mxd



THE PLANNING CENTER
 a division of IPC Group, Inc.
 1101 S. GILBERT AVE. SUITE 100 GILBERT, AZ 85133

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SEQUENCE: 20152400107
NO. PAGES: 15
AAG 08/28/2015
10:02
PICK UP
AMOUNT PAID: \$30.00

AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "**Town**"), and NORTHLIGHT TRUST 1, a Delaware statutory trust ("**Northlight**") The Town and Northlight are sometimes collectively referred to as the "**Parties**," either one of which is sometimes individually referred to as a "**Party**."

RECITALS

A. This Agreement governs and addresses that portion of the Saguaro Ranch development project located in Marana, Arizona, referred to as "Northlight's Saguaro Ranch Properties" and more particularly described in paragraph 1(E) below.

B. Northlight is the current master developer of Saguaro Ranch.

C. The Town and the prior developer of Saguaro Ranch entered into the Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on June 27, 2003, at Docket 12081, Page 8329 (Sequence 20031241266) (the "Original Saguaro Ranch PADA").

D. Pursuant to and consistent with the terms of the Original Saguaro Ranch PADA, the Town adopted Marana Ordinance No. 2003.14 and Marana Ordinance No. 2003.15 on July 1, 2003, annexing into the town limits of Marana the lands there and here referred to as the "Saguaro Ranch North Annexation" and the "Saguaro Ranch South Annexation," respectively. Marana Ordinance No. 2003.14 (the Saguaro Ranch North Annexation) was recorded in the Pima County Recorder's office on July 11, 2003, at Docket 12090, Page 5177 (Sequence 20031331315); and Marana Ordinance No. 2003.15 (the Saguaro Ranch South Annexation) was recorded in the Pima County Recorder's office on July 11, 2003, at Docket 12090, Page 5184 (Sequence 20031331317).

E. The Town and the prior developer of Saguaro Ranch entered into the First Amendment to Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on April 12, 2004, at Docket 12278, Page 3161 (Sequence 20040700641) (the "Saguaro Ranch 1st PADA Amendment").

F. Pursuant to and consistent with the terms of the Saguaro Ranch 1st PADA Amendment, the Town adopted Marana Ordinance No. 2004.01 on April 6, 2004, annex-

ing into the town limits of Marana the lands there and here referred to as the "Saguaro Ranch East Annexation." Marana Ordinance No. 2004.01 (the Saguaro Ranch East Annexation) was recorded in the Pima County Recorder's office on April 12, 2004, at Docket 12278, Page 3145 (Sequence 20040700635), and re-recorded in the Pima County Recorder's office on December 1, 2006, at Docket 12942, Page 1778 (Sequence 20062310303) to correct a scrivener's error.

G. The Town and the prior developer of Saguaro Ranch entered into the Second Amendment to Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on August 4, 2004, at Docket 12358, Page 2953 (Sequence 20041500794) (the "Saguaro Ranch 2nd PADA Amendment"), to allow additional time for the developer to make the \$1,000,000 contribution to the Town as required by paragraph 2.35 of the Original Saguaro Ranch PADA.

H. Paragraph 2.31 of the Original Saguaro Ranch PADA required the developer of Saguaro Ranch a \$50,000 per lot contribution to Pima County for the 16th and subsequent lots sold for a maximum contribution of \$1,000,000 to be used for trail construction, open space, community improvements, and transportation needs in the Saguaro Ranch area.

I. Paragraph 2.32 of the Original Saguaro Ranch PADA required the developer of Saguaro Ranch to pay Pima County \$50,000 "once the current trail easement through the Property is abandoned."

J. Pima County has confirmed to Town staff that \$850,000 has been paid to Pima County pursuant to Paragraphs 2.31 and 2.32 of the Original Saguaro Ranch PADA, but Pima County was unable to determine which payments had not yet been made. The Parties believe that all \$850,000 has been paid pursuant to Paragraph 2.31.

K. It is unclear to the Parties whether enough lots have been sold to have caused the entire \$1,000,000 amount in Paragraph 2.31 of the Original Saguaro Ranch PADA to be currently due.

L. The Parties understand that the easement to have been abandoned pursuant to Paragraph 2.32 of the Original Saguaro Ranch PADA is the easement for access to the former Leef property purchased by Pima County, consisting generally of the south half of the southeast quarter of the northeast quarter of Section 17, Township 11 South, Range 13 East. It appears to the Parties that the abandonment condition of Paragraph 2.32 of the Original Saguaro Ranch PADA has not been and is not currently anticipated to be accomplished by Pima County.

M. Northlight is the successor in interest to the developer of Saguaro Ranch.

N. Northlight has purchased land located in the east half of Section 19, Township 11 South, Range 13 East, and referred to in this Agreement as "Northlight's Dove Mountain Holdings."

O. Northlight has submitted an application for rezoning of portions of the Saguaro Ranch North Annexation and the Saguaro Ranch East Annexation to "Saguaro Ranch Specific Plan" designation, and the Town has approved the Saguaro Ranch Specific Plan by the adoption of Marana Ordinance No. 2015.016 on August 4, 2015.

P. The Saguaro Ranch Specific Plan anticipates the construction of either a sewer main extension connecting to the sewer system owned and operated by Pima County Regional Water Reclamation District or a private sewer treatment plant to serve development of Lot 50 of Saguaro Ranch.

Q. The Parties desire to amend and restate the terms of the Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment and to replace them with this Agreement, to clearly set forth the remaining respective rights and obligations of the Parties relating to Northlight's Saguaro Ranch Properties.

R. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a landowner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Definitions.* The following definitions apply to this Agreement:

(A) The "**Development Regulations**" collectively means the existing Town-approved zoning for Northlight's Saguaro Ranch Properties (including the Saguaro Ranch Specific Plan, for the portion of Northlight's Saguaro Ranch Properties covered by it), the Existing Saguaro Ranch Plats, and the MDC, which set forth the basic land uses, densities and intensities of land uses currently authorized for and development regulations related to Northlight's Saguaro Ranch Properties.

(B) The "**Existing Saguaro Ranch Plats**" means all of the following:

(i) Saguaro Ranch Lots 9-52, Blocks 1, 2, 3, & 4, Parcel 'A', Common Area 'A', and Common Area 'B', according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 57 of Maps and Plats, Page 57 (the "**Original Saguaro Ranch Plat**").

(ii) Saguaro Ranch South Amended Lots 1-31, Parcel "A", Block "A" & Common Areas "A", "B", & "C", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 59 of Maps and Plats, Page 69 (the "**Saguaro Ranch South Amended Plat**").

(iii) Saguario Ranch II Lots 50, 51, & 53-65, Parcel "A" & Common Areas "A" & "B", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 61 of Maps and Plats, Page 89 (the "**Saguario Ranch II Plat**")

(iv) Saguario Ranch Phase III-A Lots 43-45 & 66-96, Common Areas "A" & "B-1"- "B-2", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 63 of Maps and Plats, Page 33 (the "**Saguario Ranch III Plat**")

(C) "**MDC**" means the Marana Land Development Code (including the written rules, regulations, procedures, and other policies relating to development of land, whether adopted by the Mayor and Council or by Town Staff) collectively establishing, among other things, the type of land uses, location, density and intensity of such land uses, and community character of the Property, and providing for, among other things, the development of a variety of housing, commercial and recreation/ open space opportunities.

(D) "**Northlight's Dove Mountain Holdings**" is defined in Recital N above.

(E) "**Northlight's Saguario Ranch Properties**" collectively means all of the following:

(i) The entire land area covered by the Saguario Ranch Specific Plan.

(ii) Lots 36, 37, and 39, and Block 2, as depicted on the Original Saguario Ranch Plat.

(iii) Lots 10, 11, and 13, and Block A, as depicted on the Saguario Ranch South Amended Plat.

(iv) Lots 50, 53, and 55 through 64, and Common Areas "A" and "B", as depicted on the Saguario Ranch II Plat. (Lot 50 is also part of the Saguario Ranch Specific Plan.)

(v) Lots 68, 70-76, 78, and 80 through 96, and Common Areas "A", "B-1" and "B-2" as depicted on the Saguario Ranch III Plat.

(F) "**Saguario Ranch**" means the entire land area covered by the Existing Saguario Ranch Plats and the Saguario Ranch Specific Plan.

(G) "**Town Engineer**" means the duly appointed town engineer of the Town of Marana.

2. *Amendment and restatement of obligations under prior agreements.* The Parties acknowledge and agree that the following list sets forth a true and complete summary, amendment, and restatement of the Parties' rights and obligations under the Original Saguario Ranch PADA as amended by the Saguario Ranch 1st PADA Amendment and the Saguario Ranch 2nd PADA Amendment, and as further amended and restated by this Agreement:

(A) *Annexation and original zoning.* The Town has completed the annexation of all lands contemplated for annexation under, and has adopted zoning for the annexed lands in a manner consistent with, the Original Saguaro Ranch PADA and the Saguaro Ranch 1st PADA Amendment.

(B) *Development review.* Northlight's Saguaro Ranch Properties shall be developed in accordance with the Development Regulations. Upon Northlight's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for Northlight's Saguaro Ranch Properties as may be requested by Northlight.

(C) *Amendments to Agreement.* The Town and Northlight agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in Development Regulations.

(D) *Archaeological/historic resources.* The development of Northlight's Saguaro Ranch Properties shall meet all Town requirements set forth in Title 2 and Title 20 of the MDC related to archeological and historic resources.

(E) *Site built construction only.* All residential dwelling units shall be site built. This subsection shall apply to all land within Northlight's Saguaro Ranch Properties, whether sold in bulk or individually, whether subdivided or not, and shall apply to each and every lot and shall run with the land.

(F) *Additional property.* Paragraph 1.6 of the Original Saguaro Ranch PADA is deleted.

(G) *Water Utilities.* Northlight has secured potable water service through Tucson Water. As a condition of receiving building permits, Northlight must provide the Town with proof of potable water service to the property that is the subject of the requested building permits.

(H) *Wastewater.* As a condition of receiving building permits, Northlight must provide the Town with proof of wastewater system approval from Pima County Regional Water Reclamation District and/or Pima County Department of Environmental Quality for the property that is the subject of the requested building permits.

(I) *Onsite private recreational facilities.* Paragraph 2.3 of the Original Saguaro Ranch PADA is deleted.

(J) *Community improvements and transportation contributions.* The Parties agree to work together to determine whether and to what extent the developer's obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA have been satisfied. If the Parties are unable to determine that the obligations have been satisfied beyond the \$850,000 in payments already acknowledged by Pima County, Northlight agrees to pay Pima County \$50,000 per lot for the first three lots sold from Northlight's

Saguaro Ranch Properties, to satisfy the remaining obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA. If so required, such additional payment shall be deemed to have satisfied Northlight's obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA.

(K) *Regional public park/trail system.* Northlight shall dedicate a public trail easement through Northlight's Saguaro Ranch Properties and Northlight's Dove Mountain Holdings to provide public access to the Tortolita Mountain Park northeast of the Saguaro Ranch boundary, as more particularly discussed and described in the Saguaro Ranch Specific Plan. Northlight shall not be responsible to construct or pay for the trail, but nothing in this sentence shall prohibit or preclude the Town from using all available funds, including any park impact fees paid as a result of construction in Saguaro Ranch, to construct the trail. All developer obligations under paragraph 2.32 of the Original Saguaro Ranch PADA will have been fully satisfied upon dedication of the trail in satisfaction of the requirements of this paragraph.

(L) *Park improvement contribution.* Paragraph 2.34 of the Original Saguaro Ranch PADA is replaced by the obligation to pay all applicable Town park development impact fees for any development of Northlight's Saguaro Ranch Properties.

(M) *Regional recreational facility.* The \$1,000,000 payment referenced in paragraph 2.35 of the Original Saguaro Ranch PADA has been fully paid and satisfied.

(N) *Roadway improvements.* Before the Town approves any final plat, Northlight shall work with the Town Engineer to identify and agree on all roadway improvements needed for the development of Northlight's Saguaro Ranch Properties and the portion of Northlight's Saguaro Ranch Properties that is the subject of the final plat.

(O) *Fire protection.* Northlight's Saguaro Ranch Properties are now within the boundaries of Northwest Fire District, so paragraph 2.5 of the Original Saguaro Ranch PADA is no longer needed and is deleted.

(P) *School site.* Northlight shall negotiate a school site contribution agreement with Marana Unified School District, and shall provide a copy of the recorded agreement to the Town. Until the agreement is recorded, \$1,200 shall be paid to the Town upon application for each initial residential building permit on a particular subdivision lot within Northlight's Saguaro Ranch Properties.

(Q) *Wide wireless area network contribution.* Paragraph 2.7 of the Original Saguaro Ranch PADA is deleted.

(R) *Responsibility for financing infrastructure improvements.* Upon request of Northlight, the Town's staff shall process any request for a community facilities district (a "CFD") on all or any portion of Northlight's Saguaro Ranch Properties pursuant to A.R.S. § 48-701 *et seq.* and the Town Guidelines for Establishment of

Community Facilities Districts, and the Town Council shall reasonably consider such request for a CFD.

(S) *Environmental compliance.* Northlight shall comply with the Pima County ordinances relating to the protection of peaks and ridges for any protected peaks or ridges as designated by Pima County on Saguaro Ranch at the time of its annexation into the town limits of the Town. Northlight shall establish a 10-year natural resource management monitoring program to monitor the effect of the development on Saguaro Ranch.

(T) *Protection of open space.* Northlight shall provide construction fencing to protect all natural areas and other areas to be kept in their natural state during construction. Northlight shall not disturb more than 20% of Northlight's Saguaro Ranch Properties, including areas for emergency access, easements, roadways and drainage ways. Northlight shall comply with all Town grading requirements.

(U) *Ownership and control of natural open space.* Enforcement authority over and control of all natural open space areas set aside and maintained as required by this Agreement and permanent ownership of all undisturbed natural areas set aside and maintained as required by this Agreement that are located outside the boundaries of individually-owned residential lots shall be given to one of the following:

(i) One or more homeowners associations established by declarations of restrictive covenants recorded over all or part of Saguaro Ranch.

(ii) A government or conservation entity the Town reasonably determines is willing and able to permanently maintain the undisturbed natural areas as required by this Agreement.

(V) *Lodging uses prohibited; no environmental enhancement contribution.* Lodging uses are prohibited in Northlight's Saguaro Ranch Properties. For purposes of this paragraph, lodging uses include any land use whose revenues are subject to the Town's bed tax (specifically, the tax on hotel uses pursuant to Section 8-444 of the Marana Tax Code). Paragraph 3.4 of the Original Saguaro Ranch PADA is deleted.

(W) Termination upon sale to the public. this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot that has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

3. *Effect on prior agreements.*

(A) *Northlight's Saguaro Ranch Properties.* For and with respect to Northlight's Saguaro Ranch Properties, the Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment is hereby replaced with this Agreement.

(B) *Other portions of Saguario Ranch.* Lots leased (for a period of longer than one year) or sold to an end purchaser or user are released from the developer's obligations by operation of Paragraph 8.8.2 of the Original Saguario Ranch PADA. The Original Saguario Ranch PADA as amended by the Saguario Ranch 1st PADA Amendment and the Saguario Ranch 2nd PADA Amendment remains in full force and effect for and with respect to any portion of Saguario Ranch (other than Northlight's Saguario Ranch Properties) that has not been released from the developer's obligations by operation of Paragraph 8.8.2 of the Original Saguario Ranch PADA.

4. *Term.* This Agreement shall become effective upon the later of its execution by all the Parties and the effective date of the Town Council resolution approving this Agreement (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 15th anniversary of the Effective Date.

5. *Cooperation and alternative dispute resolution.*

(A) *Appointment of representatives.* To further the commitment of the Parties to cooperate in the progress of the development of Northlight's Saguario Ranch Properties, the Town and the Northlight each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Northlight. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for the Northlight shall be Mike Conlin or a replacement to be selected by the Northlight. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development.

(B) *Non-performance; remedies.* If either Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 6 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree

that due to the size, nature and scope of the development, and due to the fact that it may not be practical or possible to restore the property to its condition prior to Northlight's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that either Party may have at law or in equity.

(C) *Mediation.* If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Northlight and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Northlight shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the Town and the Northlight. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

(D) *Arbitration.* After mediation, as provided for in this paragraph 5, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

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

If to the Town:

TOWN OF MARANA
11555 W. Civic Center Drive, Bldg. A3
Marana, Arizona 85653-7006
Telephone: (520) 382-1900
Fax: (520) 382-1901

If to Northlight:

NORTHLIGHT TRUST 1
ATTN: NORTHLIGHT SPECIAL GP I LLC
1 Grand Central Pl
60 E 42nd St Rm 2800
New York NY 10165-2802
Telephone: 212-247-1777
Fax: _____

All notices shall be deemed given when delivered or transmitted by facsimile or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

7. Miscellaneous.

(A) This Agreement may not be modified except in a writing signed by the Parties.

(B) Time is of the essence of this Agreement.

(C) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 5(D) above, requiring disputes to be resolved by binding arbitration.

(D) If either Party brings a lawsuit or arbitration proceeding to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any non-performance of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court or arbitrator and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 5(D) above, requiring disputes to be resolved by binding arbitration.

(E) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(F) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that upon

the conveyance of all of Northlight's Saguaro Ranch Properties to a single grantee, the grantor shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee.

(G) This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: _____

Mayor Ed Honea

Date: _____

8/4/2015

ATTEST:

Jocelyn Bronson
Jocelyn Bronson, Town Clerk

"NORTHLIGHT":

NORTHLIGHT TRUST 1,

a Delaware statutory trust

By: NORTHLIGHT SPECIAL GP I LLC,

a Delaware limited liability company

By: _____

Its: _____

Date: _____

Manager

August 20, 2015

APPROVED AS TO FORM:

Frank Cassidy
Frank Cassidy, Town Attorney

State of _____

New York

ss

County of _____

Nassau

The foregoing instrument was acknowledged before me on August by Mark A. Hirschhorn, the manager of NORTHLIGHT SPECIAL GP I LLC, a Delaware limited liability company, Manager of NORTHLIGHT TRUST 1, a Delaware statutory trust, on its behalf.

(Seal)

Notary Public

SAM TIMOTHY LERNIHAN
Notary Public - State of New York
NO. 01LE6316726
Qualified in Nassau County
My Commission Expires Dec 15, 2018

the conveyance of all of Northlight's Saguaro Ranch Properties to a single grantee, the grantor shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee.

(G) This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: Ed Honea
Mayor Ed Honea

Date: 8/4/2015

ATTEST:

Jocelyn Bronson
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy
Frank Cassidy, Town Attorney

State of)
ss

County of)

The foregoing instrument was acknowledged before me on _____ by _____, the _____ of NORTHLIGHT SPECIAL GP I LLC, a Delaware limited liability company, Manager of NORTHLIGHT TRUST 1, a Delaware statutory trust, on its behalf.

(Seal)

"NORTHLIGHT":

NORTHLIGHT TRUST 1,

a Delaware statutory trust

By: NORTHLIGHT SPECIAL GP I LLC,
a Delaware limited liability company

By: _____

Its: _____

Date: _____

Notary Public

EXHIBIT "A"

PORTIONS OF SECTIONS 17 AND 20 OF TOWNSHIP 11 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL 1

BLOCK 2 OF SAGUARO RANCH, ACCORDING TO THE PLAT RECORDED IN BOOK 57 OF MAPS AND PLATS AT PAGE 57, RECORDS OF THE PIMA COUNTY RECORDER THEREAFTER, AMENDED BY DECLARATION OF SCRIVENER'S ERROR RECORDED IN DOCKET 12173, PAGE 1647;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 2

LOT 50 OF SAGUARO RANCH II, ACCORDING TO THE PLAT RECORDED IN BOOK 61 OF MAPS AND PLATS AT PAGE 89, SAID RECORDS OF THE PIMA COUNTY RECORDER;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 3

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCEL 1 UNDER, UPON AND ACROSS THAT PROPERTY AS MORE FULLY DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 5843, PAGE 384; MODIFIED IN DOCKET 12241, PAGE 2366, RE-RECORDED IN DOCKET 12269, PAGE 466.

PARCEL 4

PORTIONS OF THE EAST HALF OF SAID SECTION 17 AND THE NORTHEAST QUARTER OF SAID SECTION 20 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A 2 INCH GLO BRASS DISC;

THENCE NORTH 89 DEGREES 43 MINUTES 55 SECONDS EAST 1321.04 FEET UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 TO THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST 2636.99 FEET UPON SAID EAST LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST 1323.06 FEET UPON SAID NORTH LINE TO THE EAST ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A 3 INCH GLO BRASS DISC;

THENCE SOUTH 01 DEGREES 13 MINUTES 04 SECONDS EAST 2640.37 FEET UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 TO THE SOUTHEAST CORNER OF SAID SECTION 17 AS MONUMENTED BY ANOTHER 3 INCH GLO BRASS DISC;

THENCE SOUTH 01 DEGREES 08 MINUTES 42 SECONDS WEST 466.43 FEET UPON THE EAST LINE OF

SAID NORTHEAST QUARTER OF SECTION 20 TO THE NORTH LINE OF SAGUARO RANCH PHASE III-A, ACCORDING TO THE PLAT RECORDED IN BOOK 63 OF MAPS AND PLATS AT PAGE 33, SAID RECORDS OF THE PIMA COUNTY RECORDER;

THENCE THE FOLLOWING 16 (SIXTEEN) COURSES UPON THE NORTH LINE OF SAID SAGUARO RANCH PHASE III-A:

- 1) NORTH 88 DEGREES 51 MINUTES 18 SECONDS WEST 28.61 FEET;
- 2) NORTH 14 DEGREES 33 MINUTES 23 SECONDS WEST 413.15 FEET;
- 3) SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 175.99 FEET;
- 4) NORTH 14 DEGREES 51 MINUTES 08 SECONDS WEST 198.51 FEET;
- 5) NORTH 67 DEGREES 51 MINUTES 40 SECONDS WEST 964.84 FEET;
- 6) SOUTH 28 DEGREES 22 MINUTES 24 SECONDS EAST 495.81 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY;
- 7) SOUTHEASTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 41 DEGREES 48 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 218.88 FEET TO A POINT OF CUSP WITH A TANGENT LINE;
- 8) NORTH 70 DEGREES 10 MINUTES 35 SECONDS WEST 40.33 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY;
- 9) SOUTHWESTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 134 DEGREES 54 MINUTES 54 SECONDS, FOR AN ARC DISTANCE OF 117.74 FEET TO A NON-TANGENT LINE;
- 10) NORTH 79 DEGREES 31 MINUTES 35 SECONDS WEST 197.48 FEET;
- 11) SOUTH 46 DEGREES 34 MINUTES 23 SECONDS WEST 645.71 FEET;
- 12) NORTH 87 DEGREES 00 MINUTES 52 SECONDS WEST 629.41 FEET;
- 13) NORTH 22 DEGREES 49 MINUTES 40 SECONDS WEST 158.24 FEET;
- 14) SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST 51.51 FEET;
- 15) NORTH 15 DEGREES 30 MINUTES 51 SECONDS WEST 374.09 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17;
- 16) SOUTH 89 DEGREES 46 MINUTES 25 SECONDS WEST 233.88 FEET UPON SAID SOUTH LINE TO THE SOUTH ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A HALF INCH REBAR WITH ALUMINUM CAP STAMPED "PE 2903;

THENCE NORTH 00°00'58" EAST 5274.92 FEET UPON THE NORTH-SOUTH MID-SECTION LINE TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE PARCEL 5 LEGAL DESCRIPTION IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 13 EAST, G&SRM, AS MONUMENTED BY THE 2 INCH GLO BRASS DISC AT THE NORTH ONE QUARTER CORNER OF SECTION 17 AND BY A 3 INCH GLO BRASS DISC AT THE NORTHEAST CORNER OF SAID SECTION 17, THE DISTANCE BETWEEN SAID MONUMENTS BEING 2641.11 FEET AND SAID BEARING BEING: NORTH 89°43'55" EAST.

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 5

LOT 45, SAGUARO RANCH PHASE III-A, ACCORDING TO THE PLAT OF RECORD IN BOOK 63 OF MAPS, PAGE 33, PIMA COUNTY, ARIZONA RECORDS;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

