MARANA TOWN COUNCIL
STUDY SESSION
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 29, 2019, at or after 6:00 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on October 29, 2019, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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.

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 under Agendas and Minutes.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Development; presentation, discussion, and possible direction regarding the Town's subdivision requirements for private, and common on-site recreation areas (Jason Angell)

D2 Resolution No. 2019-109: Relating to Public Works; approving a settlement of pending condemnation litigation and authorizing the Town Attorney to sign all documentation necessary for the purchase of property rights needed from TRP Twin Peaks, L.L.C. for Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

D3 Resolution No. 2019-110: Relating to Public Works; approving and authorizing the Mayor to sign a mediation agreement between the Town of Marana and Mandarina, LLC settling two pending lawsuits regarding acquisition of Adonis Road right-of-way and zoning entitlements associated with the Mandarina Property located at the northwest corner of I-10 and Tangerine Road (Frank Cassidy)

D4 Resolution No. 2019-111: Relating to Development; approving and authorizing the Mayor to sign the First Amendment to Villages of Tortolita Development Agreement (Frank Cassidy)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Study Session **D1**

Meeting Date: 10/29/2019

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Anita McNamara, Long-Range Planner

Date: October 29, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Development; presentation, discussion, and possible direction regarding the Town's subdivision requirements for private, and common on-site recreation areas (Jason Angell)

Discussion:

At the Council's September 10, 2019, Study Session, staff presented an overview regarding subdivision requirements for private, common on-site recreation areas and received feedback from the Council. At tonight's meeting, staff will provide an update regarding minimum on-site recreational area dedications and quality of amenities for private recreational areas for subdivisions. Staff will provide additional information for discussion regarding the possibility of adjusting the minimum dedication per dwelling unit, as well as the possible use of a sliding scale, a net versus gross density calculation, categorization of amenity types, and establishing a potential buy-down process based upon quality of amenities. Lastly, staff will present a possible alternative to the in-lieu fee provision.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Council's pleasure.

Attachments

Recreation Areas Presentation

Private, Common On-site Recreation Areas Update

Jason Angell, Development Services Director
October 29, 2019

Presentation Overview

- Background
- Calculation of recreational area
- In-lieu fee consideration
- Design manual

Private Parks - Marana vs Other Jurisdictions

	Minimum Area Requirement (per single family unit)	*LDC Park Standards*	*Standards in Parks/Rec Design Manual*	*Drainage Area – Park Design Requirements*	*Trail Requirements*
Marana	**185 sq. ft.**	**Yes**	**No**	**No**	**No**
Oro Valley	512 sq. ft.	Yes	No (Parks & Rec Advisory Board)	Yes	Yes
City of Tucson	269 sq. ft.	No	No	Yes	Yes
Sahuarita	436 sq. ft.	Yes	Yes	Yes	Yes
Pima County	436 sq. ft.	Yes	Yes	Yes	Yes
Queen Creek	Open Space - 20% net, 30% active	Yes	No	Yes	Yes
Buckeye	Open Space - 20-25% gross, 5%-8% active	No	No	Yes	Yes
City of Maricopa	Open Space - 1 to 99 lots (20% net) 100+ lots (22% net)	No	No	Yes	Yes

Proposed Modification to Recreational Area Requirement

1. Reduce minimum density threshold
2. Increase minimum area per unit
3. Dwelling units per acre sliding scale
4. Area buy-down based on amenities
5. In-Lieu fee consideration
6. Create a design manual

1. Reduce Minimum Density Threshold

- Current Requirement
  - 3.0 dwelling units per gross acre and 50+ dwelling units
- Proposed Requirement
  - 2.0 dwelling units per acre
  - Based on net development area
    - Net does not include rights-of-way, sensitive natural areas, peaks & ridges, school sites

2. Increase Minimum Area Per Unit

- National Standard
  - National Recreation & Parks Assoc. minimum for neighborhood park
  - **2** acres per **1,000** residents
    - 2.76 residents per household in Marana (US Census Bureau)
    - **1,000** residents = 362 units
- Current Requirement
  - Minimum 185 sq. ft. per unit (single-family residential)
  - 362 units = 1.54 acres
- Proposed Requirement
  - Minimum **300** sq. ft. per unit = **2.5** acres

3. Dwelling Units per Acre Sliding Scale

2.0 – 4.0 du/ac	300 sq. ft. per unit
4.1 – 6.0 du/ac	350 sq. ft. per unit
6.1 – 8.0 du/ac	450 sq. ft. per unit
8.1 + du/ac	500 sq. ft. per unit

4. Area Buy-down Based on Amenities

Minimum Requirement	15% Credit	30% Credit	45% Credit
• Benches • Picnic Tables • Surface (turf) • Trail connection(s)	• Shaded Playgrounds • Ramadas • Multi-use Field w/o permanent fixtures	• Lighted Ball Field w/ permanent fixtures • Dog Park	• Swimming Pool • Rec Center • Restrooms

Higher Quality Amenities

MARANA AZ

362 Lot Subdivision Requirement Buy-Down Example

Current		Minimum	-15%	-30%	-45%
3 du/ac	185 sf	1.54 ac	N/A	N/A	N/A
Proposed					
3 du/ac	300 sf	2.5 ac	2.1 ac	1.7 ac	1.4 ac
6 du/ac	350 sf	2.9 ac	2.5 ac	2.0 ac	1.6 ac
7 du/ac	450 sf	3.7 ac	3.2 ac	2.6 ac	2.1 ac
8+ du/ac	500 sf	4.2 ac	3.5 ac	2.9 ac	2.3 ac

5. In-lieu Fee Consideration

- Existing option not utilized
- Replace with coordinated process
- Developers of adjacent properties
- Development agreement required
- Creates efficiency and avoids duplication

Current Code Option

An in-lieu fee may be accepted by the council pursuant to an agreement which shall provide, at a minimum, for the equivalent of park land (based on improved property) and the recreational facilities the project would have been required to provide.

6. Create a Design Manual

- Supplements subdivision ordinance
- Provides guidance to developers
- Establishes design criteria
  - Maximum distance from homes
  - Park location
  - Type of amenities
  - Standards for retention/detention basins
  - Connectivity requirements to adjacent parks/trails/developments
  - Passive area standards – landscaping, shade

Durham, NC

- A la carte choices
- Passive facilities limited to a percentage of total recreation requirement
- Ensures better overall quality amenities

Next Steps

- Draft ordinance and design manual
- Stakeholder outreach
- Return to council regarding stakeholder feedback

Council-Study Session **D2**

Meeting Date: 10/29/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 29, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-109: Relating to Public Works; approving a settlement of pending condemnation litigation and authorizing the Town Attorney to sign all documentation necessary for the purchase of property rights needed from TRP Twin Peaks, L.L.C. for Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

Discussion:

The Town filed a condemnation action in 2016 to acquire right-of-way from TRP Twin Peaks, LLC, at the southeast corner of Twin Peaks Road and Tangerine Road for Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021. Before the case was filed, Town staff had reached an agreement in principle to purchase the right-of-way for the principal amount of $30,000, but litigation among claimants to the property made it necessary to file and then stay the condemnation proceedings until after the conflicting claims to the property were resolved. The conflicting claims to the property were resolved in July 2019, and Town staff has now reached a settlement with TRP Twin Peaks, LLC, the confirmed owner of the property, for the principal amount of $30,000.

An independent fee appraisal determined that the right-of-way being acquired from TRP Twin Peaks, LLC had a market value of $9,400 when the condemnation case was filed. To get possession of the right-of-way for construction of the Project, the Town deposited $9,400 with the Clerk of Superior Court. If this settlement is approved, the Town will need to deposit an additional $20,600 plus statutory interest, which will then be released by the Clerk of Superior Court to the property owner. Because the delay in pursuing the condemnation action was caused by litigation among property owners and was out of the Town's control, the parties stipulated to stop the running of statutory interest during most of the time the litigation stay was in place, resulting in a significantly lower interest obligation than normal for a condemnation case.

Staff feels that $30,000 is a reasonable settlement amount. TRP Twin Peaks, LLC purchased the 3.44 acre parcel of property in August 2013 for $375,000 -- about $2.50 per square foot. The Town is acquiring 11,599 square feet of right-of-way. At $2.50 per square foot, the 11,599 square foot take would be worth about $29,000.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Y
Amount:	$21,377.56

The amount consists of an additional $20,600 in principal plus $777.56 in statutory interest from July 29, 2016 (the date of the order granting the Town immediate possession of the right-of-way) to April 16, 2017 (when the parties agreed to stop the running of statutory interest pending the outcome of the litigation among the claimants to the property).

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-109, approving a settlement of pending condemnation litigation and authorizing the Town Attorney to sign all documentation necessary for the purchase of property rights needed from TRP Twin Peaks, L.L.C. for the Tangerine Corridor project.

Suggested Motion:

I move to adopt Resolution No. 2019-109, approving a settlement of pending condemnation litigation and authorizing the Town Attorney to sign all documentation necessary for the purchase of property rights needed from TRP Twin Peaks, L.L.C. for the Tangerine Corridor project.

Attachments

Resolution No. 2019-109

Draft TRP Twin Peaks Judgment

MARANA RESOLUTION NO. 2019-109

RELATING TO PUBLIC WORKS; APPROVING A SETTLEMENT OF PENDING CONDEMNATION LITIGATION AND AUTHORIZING THE TOWN ATTORNEY TO SIGN ALL DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM TRP TWIN PEAKS, L.L.C. FOR TANGERINE CORRIDOR/ TANGERINE ROAD, TWIN PEAKS TO LA CAÑADA DRIVE, TOWN OF MARANA PROJECT NO. ST021

WHEREAS the Town of Marana constructed the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021, (the "Tangerine Road Project"); and

WHEREAS the pending condemnation litigation *Town of Marana v. TRP Twin Peaks, L.L.C.*, Pima County Superior Court No. C20163031, seeks to acquire property from TRP Twin Peaks, L.L.C. for the Tangerine Road Project (the "Needed Property"); and

WHEREAS Town staff has negotiated a settlement with TRP Twin Peaks, L.L.C. for acquisition of the Needed Property, the terms of which exceed Town staff's general authority for acquisition of property rights needed for the Tangerine Road Project; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, approving a settlement of the pending condemnation litigation in substantially the form set forth in the draft Judgment found in the agenda materials accompanying this resolution, and authorizing the Town Attorney to execute all other documentation necessary for the purchase of the Needed Property from TRP Twin Peaks, L.L.C. for the Tangerine Road Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 29th day of October, 2019.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA
LEGAL DEPARTMENT
11555 West Civic Center Drive
Marana, Arizona 85653-7006
Tel: (520) 382-1940
Fax: (520) 382-1945
Frank Cassidy, Town Attorney
State Bar No. 007358, PCC No. 8532
fcassidy@maranaaz.gov
Jane Fairall, Deputy Town Attorney
State Bar No. 016480, PCC No. 65235
jfairall@maranaaz.gov
Attorneys for Plaintiff TOWN OF MARANA

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

TOWN OF MARANA, an Arizona municipal corporation, Plaintiff, vs. TRP TWIN PEAKS, L.L.C., an Arizona limited liability company; BUETTE DEROUSSE COMMERCIAL REAL ESTATE PROPERTIES, LLC, an Arizona limited liability company; PIMA COUNTY TREASURER, Defendants.	No. C20163031 **JUDGMENT** HON. JANET C. BOSTWICK, DIVISION 04

Upon stipulation of Plaintiff TOWN OF MARANA and Defendant TRP TWIN PEAKS, L.L.C., and good cause appearing, IT IS HEREBY ORDERED that Judgment is entered as follows:

1. The Court finds that the interest in the real property sought to be condemned, as described in Exhibit A to the Complaint filed in this action and attached to this Judgment as Exhibit A, is necessary for a public use.

2. Plaintiff Town of Marana has Judgment condemning for its use the real property and any improvements there, as described in Exhibit A to the Complaint and attached to this Judgment as Exhibit A.

3. Defendant TRP TWIN PEAKS, L.L.C. has Judgment against Plaintiff in the sum of $30,000, together with statutory interest, as total just compensation for damages of any kind occurring to Defendant as a result of the taking for which the real property was condemned.

4. Defendant Pima County Treasurer having filed a Disclaimer of Interest on August 12, 2016, has no further interest in this case and shall take nothing by reason of this action or Judgment.

5. On August 5, 2016, Plaintiff TOWN OF MARANA deposited a cash bond in the amount of $9,400.00 with the Clerk of the Court pursuant to this Court's Order for Immediate Possession dated July 29, 2016, which amount (minus taxes paid to Defendant PIMA COUNTY TREASURER) is still being held by the Clerk of the Court.

6. Plaintiff TOWN OF MARANA shall deposit with the Clerk of the Court an additional $20,600, plus $777.56 statutory interest on $30,000 from the July 29, 2016 date of the Order for Immediate Possession through April 16, 2017 (see paragraphs 7 through 10 below).

7. By stipulation of the Parties and by orders in this case dated April 21, 2017, and February 15, 2018, statutory interest on the ultimate award has been stayed from April 17, 2017.

8. Pursuant to A.R.S. § 9-409, statutory interest payable pursuant to A.R.S. § 12-1123(B) by a municipality in a condemnation action is calculated based on the prime rate charged by banks on short term business loans as determined for publication in the bulletin of the federal reserve system as of the first day of that month.

9. The prime rate as of the first day of July 2016 through the first day of December 2016 was 3.5%; as of the first day of January 2017 through the first day of March 2017 was 3.75%, and as of the first day of April 2017 was 4%.

10. Applying these interest rates for the 262 days from July 29, 2016 through April 16, 2017 (inclusive of the first and last dates) results in a total interest obligation of $777.56.

11. Upon Plaintiff Town of Marana's deposit with the Clerk of the Court of the $21,377.56 set forth in paragraph 6 above (being $20,600 in additional principal plus $777.56 in interest), the Clerk of the Court without further order of the Court shall release all funds on deposit to the CLINE LAW FIRM TRUST ACCOUNT, on behalf of Defendant TRP TWIN PEAKS, L.L.C., and the Court shall enter its Final Order of Condemnation, vesting in Plaintiff title in fee simple to the real property described in Exhibit A attached to this Judgment and any improvements located on the property so described.

12. Immediately upon receipt of the judgment proceeds, Defendant TRP TWIN PEAKS, L.L.C. or its counsel shall sign and file with the Court a satisfaction of judgment.

13. Upon filing of the satisfaction of judgment, the Court shall enter a Final Order of Condemnation, vesting in Plaintiff TOWN OF MARANA title in fee simple to the real property described in Exhibit A attached to this Judgment and any improvements located on the property so described.

14. Each party to this action shall bear its own costs and fees

15. The Court expressly finds that no further matters remain pending in this action and that this Judgment is entered pursuant to ARIZ. R. CIV. P. Rule 54(c).

DATED this ____ day of _____, 2019.

_____

Judge of the Superior Court

June 11, 2015

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 216-02-015A

That portion of the property described in Sequence 20132420690, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in Lot 4, Section 1, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, lying north of a line that lies 100.00 feet south of and parallel to the north line of said Section.

SECONDARILY described as follows:

BEGINNING at the northeast corner of said property, upon the south right-of-way of Tangerine Road;

THENCE upon said south right-of-way, South 89 degrees 25 minutes 23 seconds West, a distance of 209.58 feet to the beginning of a curve concave to the southeast;

THENCE upon said south right-of-way and the east right-of-way of Dove Mountain Boulevard, an arc to the left, with a radius of 25.00 feet and a central angle of 90 degrees 14 minutes 24 seconds, an arc distance of 39.38 feet;

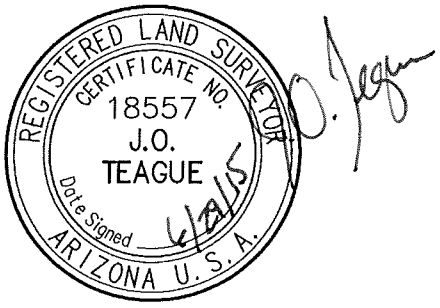
THENCE upon said east right-of-way, South 0 degrees 49 minutes 01 seconds East, a distance of 24.89 feet to a line 100.00 feet south of and parallel to said section line;

THENCE upon said line, North 89 degrees 25 minutes 27 seconds East, a distance of 234.66 feet to the east line of said property;

THENCE upon said east line, North 0 degrees 47 minutes 27 seconds West, a distance of 50.01 feet to the **POINT OF BEGINNING**.

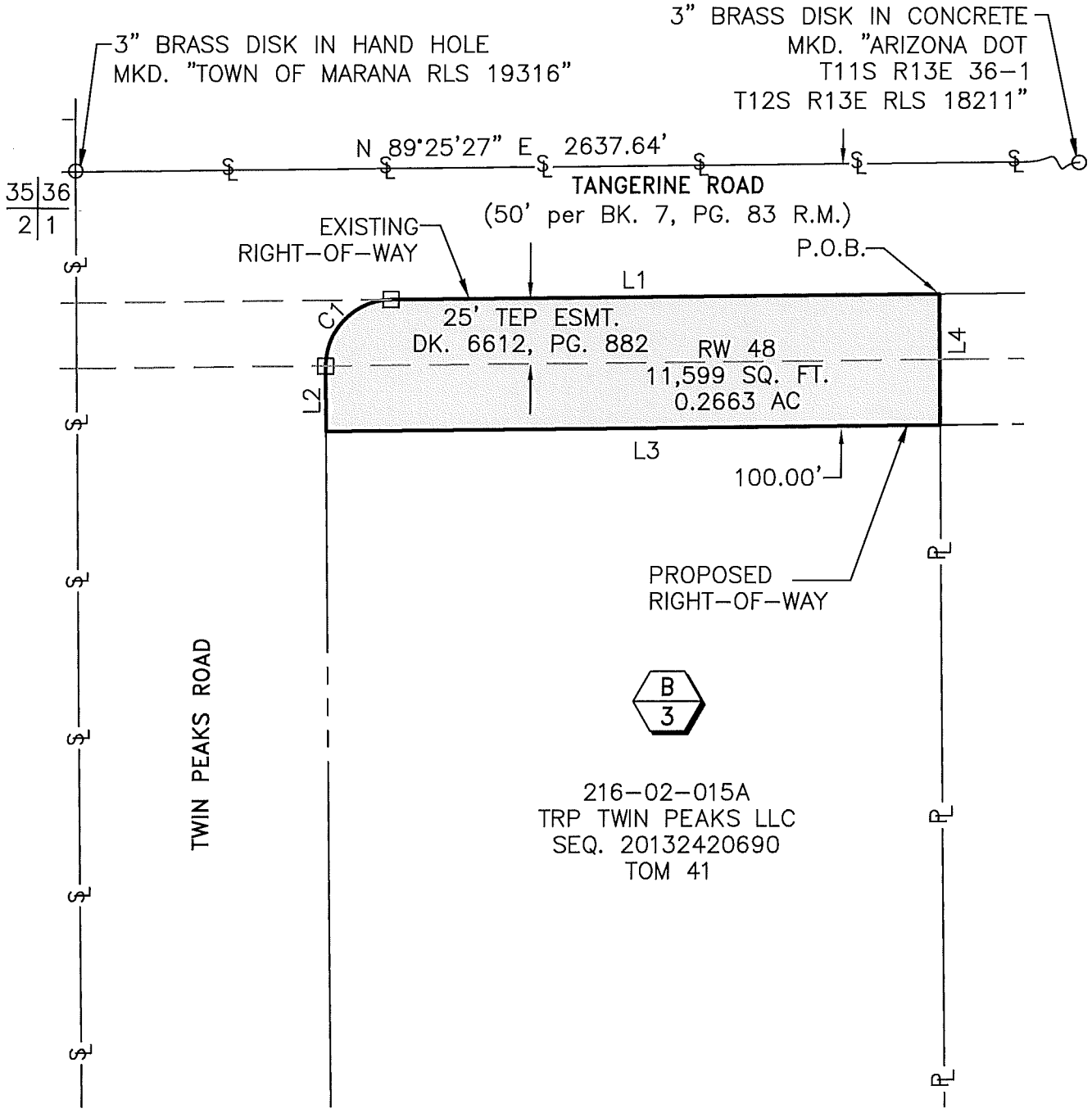
As a corollary, containing approximately
11,599 sq. ft. or 0.2663 ac.

See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16

RW 48



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	25.00'	39.38'	90°14'24"

LINE	BEARING	DISTANCE
L1	S 89°25'23" W	209.58'
L2	S 00°49'01" E	24.89'
L3	N 89°25'27" E	234.66'
L4	N 00°47'27" W	50.01'

SCALE: 1"=60'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18557
J.O.
TEAGUE
Date Signed
ARIZONA U.S.A.
Expires 09/30/2016

PSOMAS
333 E. Wetmore Road,
Suite 450, Tucson, AZ 85705
Tel(520) 292-2300

7TMA130101

TANGERINE ROAD EXHIBIT

T.O.M. PROJECT No.: ST021
APN: 216-02-015A
5331 W. TWIN PEAKS RD., MARANA, AZ., 85658
DATE: 6/11/2015 DRAWN BY: CL

RW 48
L4 SEC. 01
T12S R12E

EXHIBIT

P.C.___ OF ___

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Council-Study Session **D3**

Meeting Date: 10/29/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 29, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-110: Relating to Public Works; approving and authorizing the Mayor to sign a mediation agreement between the Town of Marana and Mandarina, LLC settling two pending lawsuits regarding acquisition of Adonis Road right-of-way and zoning entitlements associated with the Mandarina Property located at the northwest corner of I-10 and Tangerine Road (Frank Cassidy)

Discussion:

The Town of Marana is engaged in two lawsuits regarding the Mandarina Property, located at the northwest corner of I-10 and Tangerine Road. The first is a 2016 case filed by Mandarina LLC against the Town arising out of a 2015 revision to the Marana General Plan, abandoning plans to move the Tangerine traffic interchange about a quarter mile northward of its existing location. The second is a 2018 case filed by Marana to acquire right-of-way for the construction of Adonis Road, to provide secondary access from the San Lucas area to Tangerine Road.

Some key elements of the mediation agreement are the following:

- Mandarina will immediately dedicate the right-of-way needed for the Adonis Road Extension (Project ST059) and for the eventual full permanent four-lane construction of Adonis Road; that is:
  - Mandarina will dedicate 150 feet of permanent right-of-way for Adonis Road through the Mandarina Property, and
  - Mandarina will dedicate 51 feet of temporary right-of-way for Mandarina Road Link, from Adonis Road to Tangerine Road (west of the CAP siphon).
- The Adonis Road Extension (Project ST059) will be built by the Town or a third party (TMR Investors, pursuant to the Villages of Tortolita Development Agreement as amended by separate action on tonight's agenda).

    - Adonis Road will now follow a revised alignment, further south of the original alignment but in all cases at least 500 feet from Mandarina's southwest property boundary.
    - Adonis Road will be built as a temporary two-lane "throw-away" road, which will need to be replaced by a permanent Adonis Road prior to development of the Mandarina Property.
    - Mandarina's future construction of permanent Adonis Road can be phased with development of the Mandarina Property, and is anticipated to occur first as a permanent two-lane cross-section, with the final permanent two lanes to be added only if and when warranted by traffic generation and capacity.
- The Town will contribute a total of $2 million toward the construction of permanent Adonis Road on the Mandarina Property -- $900,000 payable into an escrow account now, and an additional $1.1 million payable into the same escrow account no later than 60 days before permanent Adonis Road construction occurs.
    - The right to use the escrow account to build permanent Adonis Road is transferred to new owners of the Mandarina Property, if it is sold before the construction happens.
    - The Town's obligation to pay into escrow the additional $1.1 million goes away if the Town builds permanent Adonis Road through the Mandarina Property.
    - When permanent Adonis Road is built, it will be added to the Town's infrastructure improvements plan (IIP) for roadways, allowing the Town and Mandarina to receive roadway development impact fee reimbursement or credits against their respective contributions toward permanent Adonis Road.
- The Town will approve an administrative amendment to the Mandarina Specific Plan, revising the land uses and roadway alignments to reflect the 2015 elimination of the planned future Tangerine/I-10 interchange and the resulting modification of permitted land uses (reducing commercial acreage, increasing residential acreage, but retaining the 2500 unit residential cap). A redline of the proposed administrative Mandarina Specific Plan amendment as initially submitted by Mandarina is included in the backup materials.

Financial Impact:

Fiscal Year:	2020	Future
Budgeted Y/N:	Y	N
Amount:	$900,000	$1,100,000

If approved, the Mandarina settlement calls for the Town to place into escrow within 30 days the $900,000 budgeted for Adonis Road right-of-way acquisition in the current year's budget, and calls for $1.1M to be placed into the same escrow account not later than 60 days before the future construction of Adonis Road as a two-lane permanent roadway through the Mandarina Property. The escrowed funds are to be used for the design and construction of future Adonis Road as a two-lane permanent roadway.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-110, approving and authorizing the Mayor to sign the Mandarina mediation agreement and authorizing Town staff to carry out its terms.

Suggested Motion:

I move to adopt Resolution No. 2019-110, approving and authorizing the Mayor to sign the Mandarina mediation agreement and authorizing Town staff to carry out its terms.

Attachments

Resolution No. 2019-110

Mediation Agreement version 11

Mandarina Specific Plan amendments

MARANA RESOLUTION NO. 2019-110

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A MEDIATION AGREEMENT BETWEEN THE TOWN OF MARANA AND MANDARINA, LLC, SETTLING TWO PENDING LAWSUITS REGARDING ACQUISITION OF ADONIS ROAD RIGHT-OF-WAY AND ZONING ENTITLEMENTS ASSOCIATED WITH THE MANDARINA PROPERTY LOCATED AT THE NORTHWEST CORNER OF I-10 AND TANGERINE ROAD

WHEREAS the Town of Marana needs to acquire right-of-way for the Adonis Road Extension, Town of Marana Project No. ST059, (the "Adonis Road Project"); and

WHEREAS the pending condemnation litigation *Town of Marana v. Mandarina, LLC*, Pima County Superior Court No. C20184425, seeks to acquire property from Mandarina, LLC for the Adonis Road Project (the "Needed Property"); and

WHEREAS pending litigation *Mandarina, LLC v. Town of Marana*, Pima County Superior Court No. C20161982, arises out of a 2015 amendment to the Town's General Plan that eliminated a planned future relocation of the Tangerine/I-10 interchange northward to property owned by Mandarina, LLC, and the alleged effects of the amendment on the zoning and value of the property owned by Mandarina, LLC; and

WHEREAS Town staff has negotiated a settlement with Mandarina, LLC for acquisition of the Needed Property and settlement of the two pending lawsuits; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, approving and authorizing the Mayor to sign a mediation agreement with Mandarina, LLC in substantially the form set forth in the agenda materials accompanying this resolution, settling the two pending lawsuits.

IT IS FURTHER RESOLVED that the Town's staff is authorized to execute all other documentation and do all other things necessary or prudent to comply with the terms of the mediation agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 29th day of October, 2019.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Dale S. Zeitlin (#006615)
ZEITLIN & ZEITLIN, P.C.
5050 North 40th Street, Suite 330
Phoenix, Arizona 85018
Telephone: (602) 648-5222
Email: Dale@zeitlinlaw.com
Attorneys for Mandarina, LLC

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR PIMA COUNTY

MANDARINA, LLC, a Colorado limited liability company, Plaintiff, v. TOWN OF MARANA, a municipal corporation, Defendant.	Case No.: C20161982 **MEDIATION AGREEMENT** (Assigned to the Honorable D. Douglas Metcalf)
TOWN OF MARANA, an Arizona municipal corporation, Plaintiff, v. MANDARINA, LLC, a Colorado limited liability company; and PIMA COUNTY TREASURER, Defendants.	Case No.: C20184425 (Assigned to the Honorable Janet C. Bostwick)

The parties, the Town of Marana ("Town") and Mandarina, LLC ("Mandarina"), participated in a mediation pursuant to Rule 80(a) Ariz. R. Civ. Proc. before the Honorable Lawrence H. Fleischman that occurred on June 20, 2019. The parties have reached this agreement (this "Mediation Agreement") to settle the above referenced cases (the "Pending Litigation") as follows:

1. **AGREEMENTS RE ADONIS ROAD**

1.1. In the lawsuit *Town of Marana v. Mandarina, LLC* C20184425 (the "Eminent Domain Action"), the Town condemned right-of-way for the construction of Adonis Road

through the property owned by Mandarina (the "Mandarina Property"). Adonis Road has not yet been constructed and is currently being designed as a temporary (i.e., not designed to the Town's permanent street standards) two-lane roadway located in an alignment not consistent with future development of the Mandarina Property as depicted on the development plan that is attached and incorporated herein as Exhibit 1.

1.2. Pursuant to this Mediation Agreement, Adonis Road is being realigned to accommodate future development of the Mandarina Property as depicted on the development plan that is attached and incorporated herein as Exhibit 1, but the Town or a third party acting pursuant to an agreement with the Town will within two years of this Mediation Agreement construct Adonis Road as a temporary two-lane roadway ("Temporary Adonis Road") and Mandarina Road Link (defined in paragraph 1.4.2 below) as a temporary two-lane roadway. The construction of Temporary Adonis Road and Mandarina Road Link will include the installation of stock-tight fencing at the 150-foot Adonis Road right-of-way boundaries from the north boundary of the Mandarina Property to Mandarina Link Road, and will include the installation of stock-tight fencing at the 51-foot temporary Mandarina Road Link right-of-way boundaries from Adonis Road to Tangerine Road, all as shown on the map attached and incorporated herein as Exhibit 2. The parties acknowledge that upon the development of the Mandarina Property, Temporary Adonis Road will need to be removed and replaced with a permanent roadway that is in compliance with Mandarina's Specific Plan ("Permanent Adonis Road") as further described in Section 1.10 below.

1.3. The portion of Permanent Adonis Road that runs parallel to the Union Pacific Railroad will be redesigned and constructed such that the closest point to the Union Pacific Railroad will be 500 feet, as depicted on Exhibit 1.

1.4. Within 30 days after the Effective Date of this Mediation Agreement, Mandarina shall dedicate to the Town the following-described public right-of-way:

1.4.1. The 150-foot right-of-way needed for the four-lane Permanent Adonis Road through the Mandarina Property, as described and depicted on Exhibit 3.

1.4.2. A 51-foot interim right-of-way at or near the east boundary of the Mandarina Property, connecting Adonis Road to Tangerine Road (the "Mandarina Road Link"), as described and depicted on Exhibit 4.

1.5. Any additional right-of-way needed for the construction of the four-lane Permanent Adonis Road and the permanent road to be constructed as Mandarina Boulevard shall be dedicated to the Town at no additional cost when it is needed, and any right-of-way dedicated pursuant to this Mediation Agreement for the four-lane Permanent Adonis Road or for the Mandarina Road Link that the Town Engineer and Mandarina determine is not needed for the actual construction of those permanent roads shall be vacated to Mandarina or its successor in interest at no cost pursuant to A.R.S. § 28-7203 ("roadway exchange"). The vacated right-of-way for the Mandarina Road Link shall be returned to Mandarina no later than 30 days after conditional acceptance by the Town of the permanent road to be constructed as Mandarina Boulevard.

1.6. On or before the Effective Date of this Mediation Agreement, the Town shall provide all necessary engineering information to Mandarina to design Temporary Adonis

Road and the Mandarina Road Link as temporary two-lane roadways (consistent with the existing temporary two-lane roadway design for the balance of Adonis Road).

1.7. Mandarina shall pay for and, within 60 days after the Effective Date of this Mediation Agreement, shall submit to the Town Engineer the design plans for Temporary Adonis Road and the Mandarina Road Link as temporary two-lane roadways (consistent with the existing temporary two-lane roadway design for the balance of Adonis Road) within the right-of-way described in Section 1.4 above.

1.7.1. Temporary Adonis Road will be designed and built within the west 75 feet of the new Adonis Road right-of-way.

1.7.2. Mandarina's revisions to the Temporary Adonis Road design shall include design off-site of the Mandarina Property to the extent necessary to tie in the revised alignment to the portion of the temporary two-lane Adonis Road located north of the Mandarina Property. Mandarina shall not be responsible for any offsite right-of-way, easements, or improvements not on the Mandarina Property.

1.7.3. The Town shall review and provide comments for the design plans for Temporary Adonis Road submitted by Mandarina within 30 days after receipt of the design plans. Mandarina shall submit plan revisions to the Town Engineer within 30 days after receipt of the Town's plan review comments.

1.7.4. The escrow instructions for the Escrow Account (see Section 1.11 below) shall authorize (but not require) the Town to withdraw sufficient funds from the Escrow Account to complete the design of Temporary Adonis Road and the Mandarina

Road Link as two-lane roadways described in this Section 1.7 if Mandarina fails to do so within the timeframes set forth in this Section 1.7.

1.8. Within 30 days after the Town's receipt from Mandarina of title to the right-of-way described in Section 1.4 above, the Town shall do all of the following:

1.8.1. Dismiss the Eminent Domain Action.

1.8.2. Return to Mandarina clear title to any portion of the right-of-way sought in the Eminent Domain Action and not included in the right-of-way described in Section 1.4 above.

1.8.3. Record a release of lis pendens with the Pima County Recorder.

1.9. The parties will work together so that the connections where Adonis Road leaves the Mandarina Property, both on the north and south ends of the Mandarina Property, comply with the Town's engineering and safety standards.

1.10. Through the Mandarina Property, phased with development as it occurs on the Mandarina Property, Mandarina shall design and construct Adonis Road as a permanent two-lane roadway (one lane in each direction) that fully complies with the ultimate street standards of the Mandarina Specific Plan, as more specifically depicted in Exhibit 5.

1.10.1. When designing the two-lane Permanent Adonis Road, Mandarina shall undertake sufficient design and technical analysis of the ultimate construction of Adonis Road as a four-lane road so that the two-lane ultimate Adonis Road improvements constructed by Mandarina will function with and will not need to be removed or substantially modified upon the construction of the final two lanes of the

ultimate four-lane cross-section of Adonis Road, but in no circumstance shall the Town require Mandarina to provide the Town with design and technical plans that exceed 30% of final design and technical plans.

1.10.2. Any Mandarina obligation associated with paying for the cost of design and/or construction of Permanent Adonis Road as a four-lane roadway shall be proportional to the traffic impact of development on the Mandarina Property, but only as the traffic impact of development on the Mandarina Property exceeds the capacity provided by the two-lane Permanent Adonis Road.

1.11. Within 30 days after the Effective Date of this Mediation Agreement, the Town shall contribute $900,000 into an escrow account (the "Escrow Account") to be held by a Tucson-area title company of Mandarina's choice (the "Escrow Agent") and disbursed in accordance with the terms of this Mediation Agreement. The escrow instructions for the Escrow Account shall:

1.11.1. Permit Mandarina to withdraw funds in the Escrow Account to pay Mandarina's costs to design and construct Adonis Road on the Mandarina Property as a permanent roadway, as contemplated by Section 1.10 above.

1.11.2. Authorize the Town to withdraw funds in the Escrow Account to pay costs to design Temporary Adonis Road and Mandarina Road Link, but only in the event that Mandarina does not perform its obligations described in Section 1.7 above.

1.12. At least 60 days before commencement of construction of Adonis Road as a two-lane permanent roadway through the Mandarina Property pursuant to Section 1.10 of this Mediation Agreement, the Town shall deposit into the Escrow Account an additional

$1,100,000 for the removal of Temporary Adonis Road and for the design and construction of Permanent Adonis Road through the Mandarina Property. The Town's obligation to deposit the additional $1,100,000 into the Escrow Account shall be waived if the two-lane Permanent Adonis Road is designed and constructed by or on behalf of the Town. The design and construction of the two-lane Permanent Adonis Road by or on behalf of the Town will satisfy all of Mandarina's obligation for capacity on the two-lane Permanent Adonis Road.

1.13. The Town agrees the Mandarina Road Link will have a full movement un-signalized traffic intersection at Tangerine Road until Tangerine Road is widened or until the intersection meets warrants for a traffic light (whichever first occurs), at which time the Mandarina Road Link will be reconfigured to have a three-quarter access point on Tangerine Road, as depicted in Exhibit 6. The Town has determined that the intersection does not meet separation requirements for a traffic light.

1.14. The parties agree the intersection described in Section 1.13 above may also be used by the Town to temporarily avoid the Adonis Road crossing of the Central Arizona Project (CAP).

1.15. At no time shall Mandarina be restricted by the Town from developing the Mandarina Property because the Town has not yet completed the Adonis Road crossing of the CAP and the connection east of the CAP crossing to Tangerine Road.

1.16. Not less than 30 days prior to the commencement of construction on the Mandarina Property of a section or segment of Permanent Adonis Road or Mandarina Boulevard, the Town shall amend its infrastructure improvements plan ("IIP") adopted

pursuant to A.R.S. § 9-463.05, relating to municipal development impact fees ("DIFs"), to add the section or segment of Permanent Adonis Road and/or Mandarina Boulevard, to allow all of the following (to the extent permitted by law):

1.16.1. The recapture and reimbursement to the Town through street facilities DIFs of the lesser of (i) the $2,000,000 deposited by the Town into the Escrow Account or (ii) half of the IIP-determined anticipated cost of the permanent two-lane Adonis Road through the Mandarina Property; and

1.16.2. All Transportation DIF-creditable costs beyond those set forth in Subsection 1.16.1 above shall be fully creditable or reimbursable to Mandarina. Mandarina shall receive 100% credit or reimbursement, at its election, from all street and related facilities DIFs paid within the Mandarina Property until all such costs have been recaptured by Mandarina.

1.17. The Town or others will continue to have sole responsibility for the design and construction of Adonis Road beyond the boundaries of the Mandarina Property, including the CAP crossing and the Adonis Road connection east of the CAP crossing to Tangerine Road. Except for the design of the transition of Temporary Adonis Road to the previous alignment in the area 296.30 feet north of the Mandarina Property, in no event shall Mandarina be responsible for the design and construction of Adonis Road outside the boundaries of the Mandarina Property.

1.18. Except as provided in Subsection 1.10.2 above, Mandarina shall be responsible for the redesign and construction of the two-lane Permanent Adonis Road through the Mandarina Property only.

1.19. If Mandarina sells a portion of the Mandarina Property to a successor owner(s), Mandarina may, at its election, assign a portion of its rights to use and withdraw funds from the Escrow Account, by written agreement between Mandarina and the successor owner. If Mandarina sells the Mandarina Property and has no further obligation to design and construct any portion of Permanent Adonis Road, Mandarina shall assign the rights to use and withdraw funds from the Escrow Account to the successor owner.

2. AMENDMENTS TO THE MANDARINA SPECIFIC PLAN

2.1. In the lawsuit *Mandarina, LLC v. Town of Marana*, C20161982, (the "Inverse Condemnation Action") Mandarina alleged certain claims against the Town arising from the Town's decision to eliminate the planned interchange at Tangerine Road and Interstate-10 (I-10). The Town denied the claims. Nevertheless, the parties recognize that it is in their mutual interest to amend the Mandarina Specific Plan. Therefore, Mandarina and the Town will work together cooperatively and diligently to review and complete the amendment to the Mandarina Specific Plan to include, without limitation, those certain modifications of land uses, areas of land uses, and modifications of the on-site roadway network and roadway dedication requirements, as set forth on Exhibit 1.

2.2. The parties have agreed that the amendments/modifications to the Mandarina Specific Plan can be accomplished through an administrative process as set forth in the Mandarina Specific Plan §H(3).

3. **WAIVER OF FEES**

3.1. The Town shall waive Town of Marana application and review fees through the approval of the final block plat covering the Mandarina Property (but not for subdivision plats for individual blocks of the block plat).

3.2. The Town shall also waive any Town of Marana application and review fees that may otherwise be incurred with respect to the formation of a Community Facilities District for the Mandarina Property.

4. **MISCELLANEOUS**

4.1. Binding Arbitration. Judge Fleischman shall serve in the role of arbitrator, and shall have the authority to resolve any disputes between the parties. Any such decision by Judge Fleischman shall be binding on the parties. Judge Fleischman shall have the authority to order modifications to the language of this Mediation Agreement that is consistent with parties' settlement intentions as reasonably interpreted by Judge Fleischman. The parties hereby waive any right to initiate an action in any court with respect to this Agreement, other than an appeal of a binding arbitration decision by Judge Fleischman.

4.2. Dismissal of Pending Litigation. Upon the Town Council approving this Mediation Agreement and the amendments/modifications to the Mandarina Specific Plan: (i) the Inverse Condemnation Action will be dismissed with prejudice, each side to bear its own attorneys' fees and costs; (ii) in the Eminent Domain Action, the Town and Mandarina shall enter into a stipulation to place the case on the inactive calendar until it is dismissed pursuant to Section 1.8 of this Mediation Agreement; and Mandarina shall

keep the money previously paid by the Town for the taking of Adonis Road, but Mandarina waives any further compensation based on the redesign and relocation of Adonis Road, and the increase in right-of-way required for Adonis Road, beyond the compensation provided for as described in this Mediation Agreement. If necessary, the parties will stipulate to the continuance of the Pending Litigation on the inactive calendar for so long as necessary and until this Mediation Agreement is approved by the Town Council and Mr. Palkowitsh.

4.3. Agenda. Once the terms of this Mediation Agreement have been agreed to by the representatives of both parties, the Town will place it on the agenda of the next scheduled Marana Town Council Meeting for approval. This Mediation Agreement is not effective and binding on the parties until accepted by the Town Council for the Town of Marana, and by Marcus Palkowitsh on behalf Mandarina, LLC (the "Effective Date").

4.4. Cooperation. The Town will work with Mandarina cooperatively and diligently to complete the items contemplated within this Mediation Agreement and to facilitate the development of the Mandarina Property.

4.5. Compromise. The settlement reflected in this Mediation Agreement represents a compromise and settlement of disputed claims and does not constitute an admission of any fact, or of liability with respect to any claim by any party.

4.6. Attorneys' fees re Pending Litigation and this Agreement. The parties shall bear their own attorneys' fees and costs incurred in the Pending Litigation and in the preparation of this Mediation Agreement.

4.7. Binding Effect. The provisions of this Mediation Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

4.8. Attorneys' Fees. If either party to this Mediation Agreement initiates or defends any legal action or proceeding with the other party in any way connected with this Mediation Agreement, including an arbitration proceeding before Judge Fleischman, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees. If either party to this Mediation Agreement initiates or defends any legal action or proceeding with a third party because of the violation of any term, covenant, condition or agreement contained in this Mediation Agreement by the other party to this Mediation Agreement, then the party so litigating shall be entitled to recover its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees, incurred in connection with such litigation from the other party to this Mediation Agreement. All such costs and attorney's fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment. Attorneys' fees under this Section include attorneys' fees on any appeal and in any bankruptcy or similar or related proceeding in federal or state courts. Any dispute as to the amounts payable pursuant to this Section shall be resolved by the court and not by a jury.

4.9. Waivers. No waiver of any of the provisions of this Mediation Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Mediation Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Mediation Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Mediation Agreement.

4.10. Notices. All notices shall be in writing and shall be made by hand delivery, email, express delivery service, freight prepaid, or by certified mail, postage prepaid, return receipt requested. Notices will be delivered or addressed to the parties at the addresses or email addresses hereinafter set forth or at such other address as a party may designate to the other party in writing. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery service; (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid; and (d) when transmitted, in the case of email transmission; provided, however, that if transmission after 5:00 p.m., Arizona time on such day, then the email transmission will be deemed to have been given and received and become effective on the next succeeding day.

If to Mandarina: Mandarina, LLC
720 S. Colorado Blvd., Ste. 940N
Denver, Colorado 80246
Tel: (303) 399-9804
Email: marcus@mspcompanies.com

Attn: Marcus Palkowitsh

With a copy to: Dale S. Zeitlin
Zeitlin & Zeitlin, P.C.
5050 N. 40th Street, Ste. 330
Phoenix, Arizona 85018
Tel: (602) 648-5222
Email: Dale@zeitlinlaw.com

If to the Town: Town of Marana
11555 W. Civic Center Dr.
Marana, Arizona 85653
Tel: (520) 382-1900
Email: clerk@maranaaz.gov
Attn: Town Clerk

With a copy to: Town Attorney
Marana Legal Department
11555 W. Civic Center Dr.
Marana, Arizona 85653
Tel: (520) 382-1900
Email: fcassidy@maranaaz.gov

4.11. Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Mediation Agreement.

4.12. Counterparts. This Mediation Agreement may be executed in counterparts (and by different parties to this Mediation Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

4.13. Construction. Unless the context of this Mediation Agreement clearly requires otherwise or unless otherwise expressly stated in this Mediation Agreement, this Mediation Agreement shall be construed in accordance with the following:

4.13.1. Use of Certain Words. References to the plural include the singular and to the singular include the plural and references to any gender include any other gender. The part includes the whole; the terms "include" and "including" are not limiting; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Mediation Agreement refer to this Mediation Agreement as a whole and not to any particular provision of this Mediation Agreement.

4.13.2. References. References in this Mediation Agreement to "Articles," "Sections," or Exhibits are to the Articles and Sections of this Mediation Agreement and the Exhibits to this Mediation Agreement. Any reference to this Mediation Agreement includes any and all amendments, extensions, modifications, renewals, or supplements to this Mediation Agreement. The headings of this Mediation Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Mediation Agreement.

4.14. Construing the Agreement. Each of the parties to this Mediation Agreement acknowledges that such party has had the benefit of independent counsel with regard to this Mediation Agreement and that this Mediation Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Mediation Agreement shall not be construed or interpreted for or against any party to this Mediation Agreement based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the

words used so as to fairly accomplish the purposes and intentions of all parties to this Mediation Agreement.

4.15. Partial Invalidity. If any portion of this Mediation Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Mediation Agreement shall be stricken from and construed for all purposes not to constitute a part of this Mediation Agreement, and the remaining portion of this Mediation Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Mediation Agreement.

4.16. Governing Law. This Mediation Agreement shall be construed according to the laws of the State of Arizona, without giving effect to its conflict of laws principles.

4.17. Time of Essence; Time Periods. Time is of the essence of this Mediation Agreement. The time for performance of any obligation or taking any action under this Mediation Agreement shall be deemed to expire at 5:00 o'clock p.m. (local Arizona time) on the last day of the applicable time period provided for in this Mediation Agreement. If the time for the performance of any obligation or taking any action under this Mediation Agreement expires on a Saturday, Sunday or legal holiday, or any other day that Escrow Agent is closed for business, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday or day on which Escrow Agent is closed for business.

4.18. Entire Agreement. This Mediation Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Mediation Agreement. All prior and contemporaneous agreements, representations and

understandings of the parties, oral or written, are superseded by and merged in this Mediation Agreement. No supplement, modification or amendment of this Mediation Agreement shall be binding unless in writing and executed by the Town and Mandarina.

APPROVED BY:

ZEITLIN & ZEITLIN, P.C.

BY:/s/ *Dale S. Zeitlin*
Dale S. Zeitlin (#006615)
5050 N. 40th Street, Suite 330
Phoenix, AZ 85018
Attorneys for Mandarina, LLC

SIMS MACKIN, LTD.

BY:/s/
Catherine M. Bowman (#011713)
3031 N. Central Avenue, Suite 870
Phoenix, AZ 85012
Attorneys for Town of Marana

TOWN OF MARANA LEGAL DEPARTMENT

BY:/s/
Frank Cassidy (#007358)
11555 West Civic Center Drive
Marana, AZ 85653-7006
Attorneys for Town of Marana

THE FLEISHMAN LAW FIRM, P.C.

BY:/s/
The Honorable Lawrence H. Fleishman
P.O. Box 27646
Tucson, AZ 85726
Mediator

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date: _____

ATTEST:

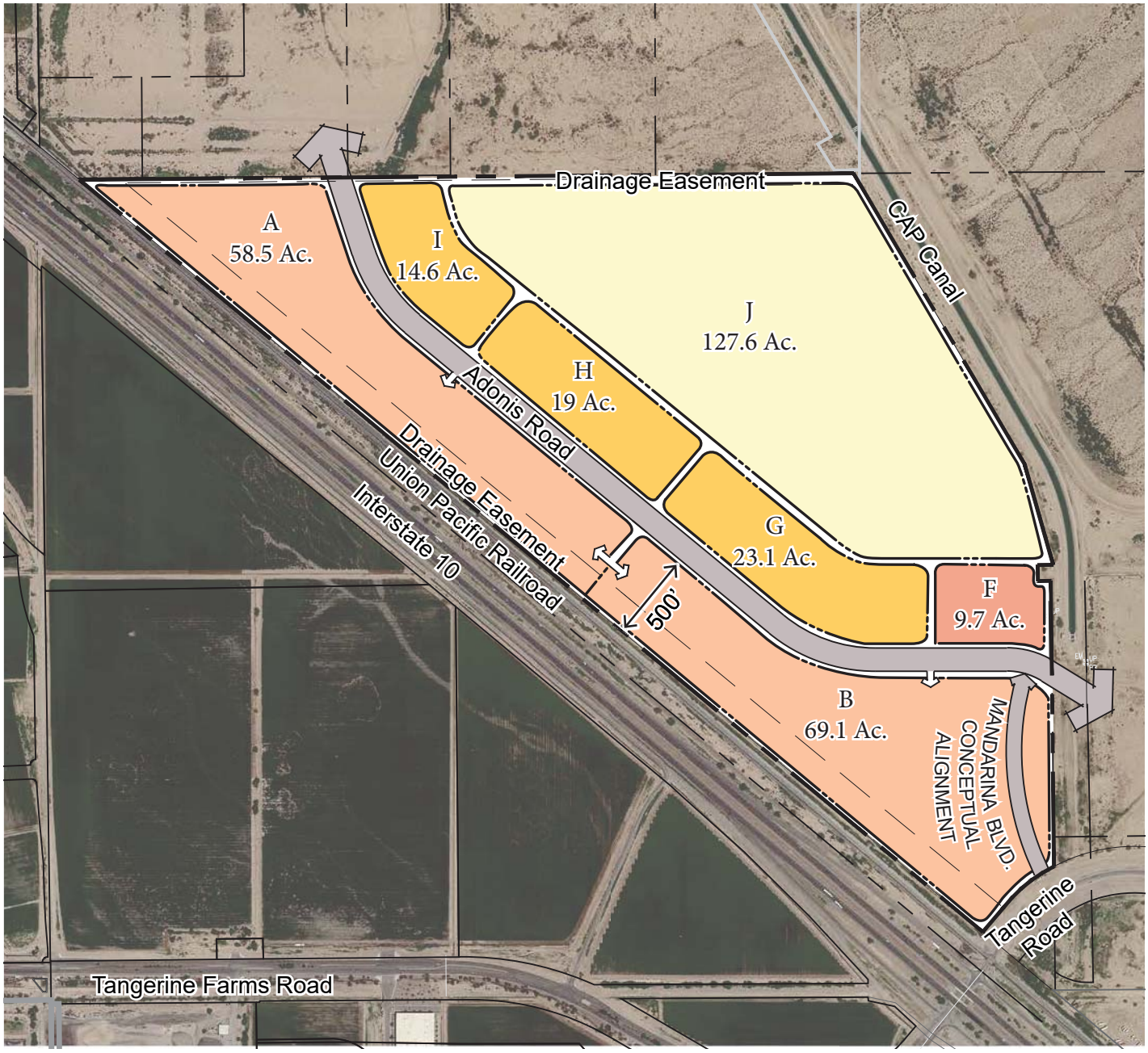
_____
Cherry L. Lawson, Town Clerk

"Mandarina":

MANDARINA, LLC, a Colorado limited liability company
By: **MSP INVESTMENT CO., LLP**, a Colorado limited liability partnership, its Manager

By: _____
Marcus Palkowitsh, Partner

Date: _____

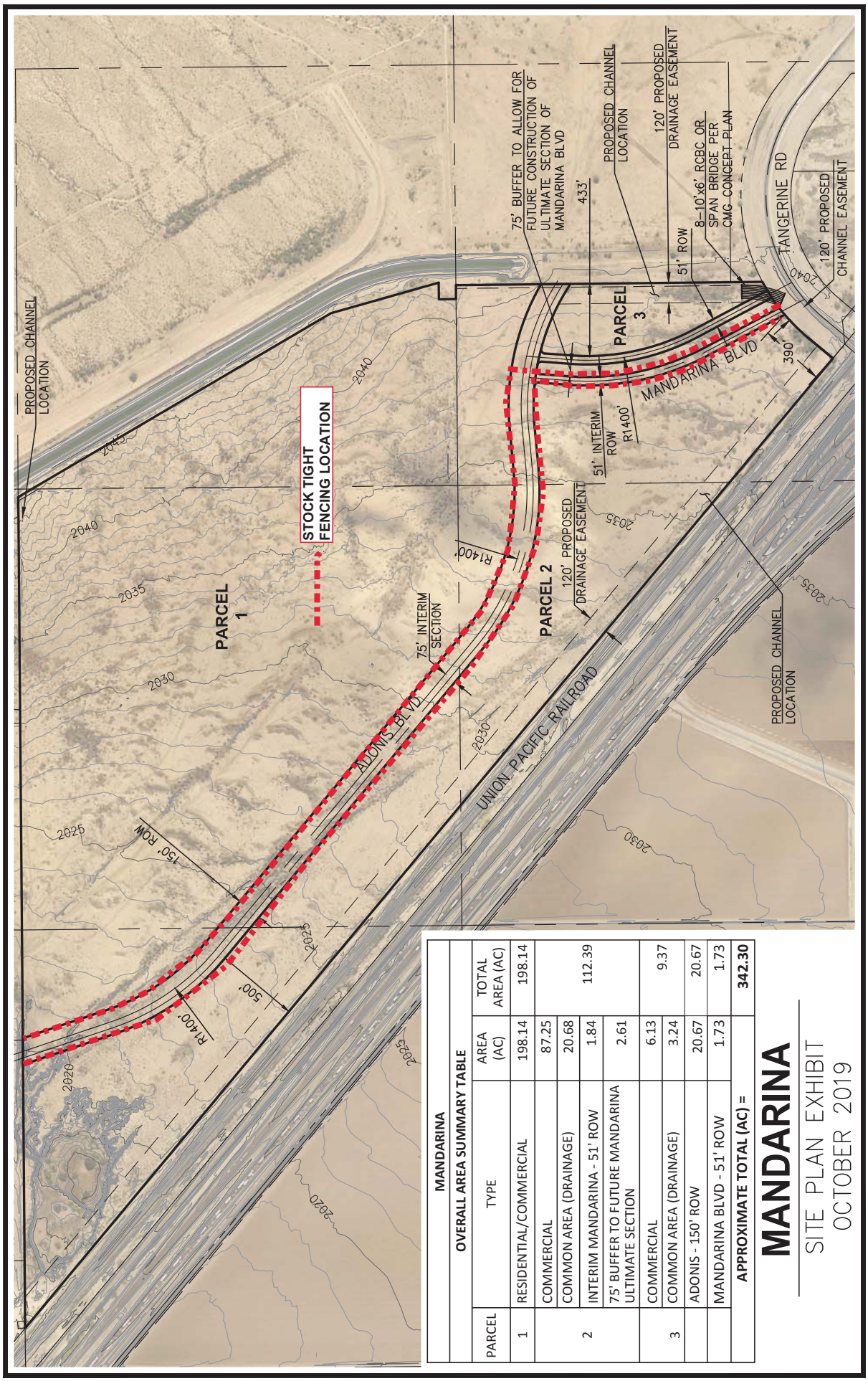


LEGEND

- Mandarina Transportation Corridor
- Mandarina Village Center
- Mandarina Corridor
- Tortolita Corridor
- Adonis Road (20.7 Acres)

0 500 1,000

Scale: 1"=1,000'



MANDARINA

OVERALL AREA SUMMARY TABLE

PARCEL	TYPE	AREA (AC)	TOTAL AREA (AC)
1	RESIDENTIAL/COMMERCIAL	198.14	198.14
2	COMMERCIAL	87.25	112.39
	COMMON AREA (DRAINAGE)	20.68	
	INTERIM MANDARINA - 51' ROW	1.84	
	75' BUFFER TO FUTURE MANDARINA ULTIMATE SECTION	2.61	
3	COMMERCIAL	6.13	9.37
	COMMON AREA (DRAINAGE)	3.24	
	ADONIS - 150' ROW	20.67	20.67
	MANDARINA BLVD - 51' ROW	1.73	1.73
	APPROXIMATE TOTAL (AC) =		**342.30**

MANDARINA

SITE PLAN EXHIBIT
OCTOBER 2019

September 18, 2019
Psomas #7MAN190101

EXHIBIT A

LEGAL DESCRIPTION
RIGHT-OF-WAY

A portion of those parcels recorded in Docket 13752, Page 852, records of Pima County, Arizona, located in Section 36, Township 11 South, Range 11 East, and in General Land Office Lot 3 of the southwest one-quarter of Section 31, Township 11 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the northwest corner of said Section 36, monumented by a 3-1/4" aluminum cap, marked "T11S, R11E, S26|S25/S35|S36, PSOMAS 2006, RLS 18557", from which the north one-quarter corner of said section, monumented by a lead capped pipe, marked "X", bears N 89°31'27" E (basis of bearing for this legal description) a distance of 2646.83 feet as shown in Record of Survey Book 55, Page 84, records of said Pima County;

THENCE along the north line of the northwest one-quarter of said Section 36, N 89°31'27" E a distance of 1838.62 feet to the **POINT OF BEGINNING**;

THENCE continue along the said north line, N 89°31'27" E a distance of 157.83 feet;

THENCE S 18°35'38" E a distance of 531.22 feet to a point of curvature of a tangent curve concave to the northeast;

THENCE southeasterly upon the arc of said curve, to the left, having a radius of 1325.00 feet and a central angle of 31°36'36" for an arc length of 731.00 feet;

THENCE S 50°12'14" E a distance of 2417.41 feet to a point of curvature of a tangent curve concave northerly;

THENCE easterly upon the arc of said curve, to the left, having a radius of 1325.00 feet and a central angle of 45°05'29" for an arc length of 1042.77 feet;

THENCE N 84°42'17" E a distance of 255.19 feet to a point of curvature of a tangent curve, concave southerly;

THENCE easterly upon the arc of said curve, to the right, having a radius of 1475.00 feet and a central angle of 35°01'09" for an arc length of 901.52 feet to the east line of said parcel recorded in Docket 13752, Page 852 and shown in said record of survey;

THENCE upon said east line, S 00°37'06" E a distance of 176.31 feet;

THENCE N 58°27'44" W a distance of 47.15 feet to a point curvature of tangent curve, concave southerly;

THENCE westerly upon the arc of said curve, to the left, having a radius of 1325.00 feet and a central angle of 36°49'59" for an arc length of 851.79 feet;

THENCE S 84°42'17" W a distance of 255.19 feet to a point of curvature of a tangent curve, concave northerly;

THENCE westerly upon the arc of said curve, to the right, having a radius of 1475.00 feet and a central angle of 45°05'29" for an arc length of 1160.81 feet;

THENCE N 50°12'14" W a distance of 2417.41 feet to a point of curvature of a tangent curve, concave northeasterly;

THENCE northwesterly upon the arc of said curve, to the right, having a radius of 1475.00 feet and a central angle of 31°36'36" for an arc length of 813.76 feet;

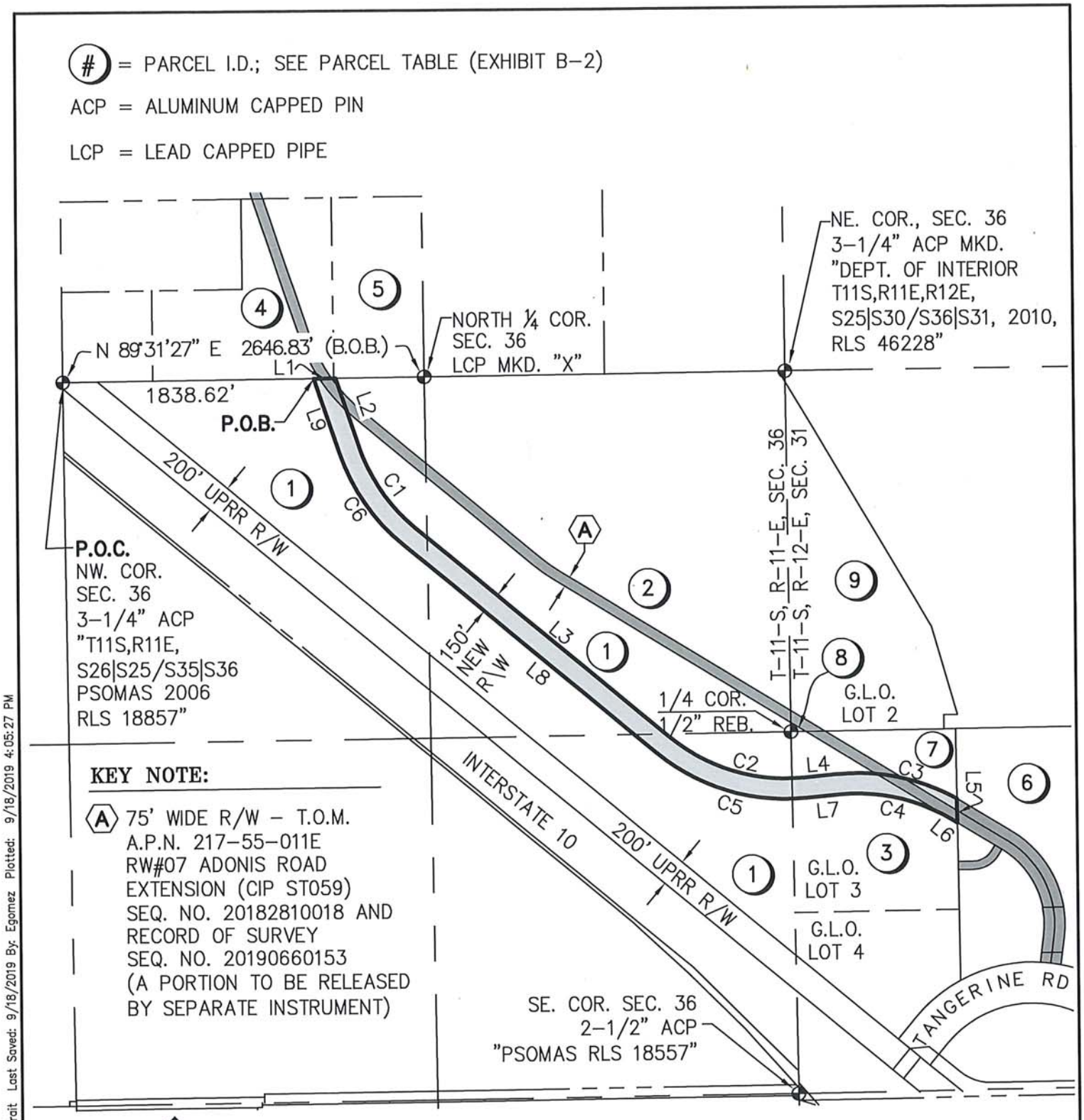
THENCE N 18°35'38" W a distance of 580.30 feet to the **POINT OF BEGINNING.**

Containing an area of 20.67 acres, more or less.

See Exhibits B-1 & B-2 attached hereto and made a part hereof.

Prepared By:
Psomas

Ernest Gomez, AZ. R.L.S. 27739



PSOMAS

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

EXHIBIT B-1

RIGHT-OF-WAY

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN SECTION 36, T-11-S, R-11-E, AND IN G.L.O. LOT 3 OF THE SW 1/4 OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: SEPTEMBER, 2019 • DRAWN BY: SM

7MAN190101

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PARCEL TABLE

KEYNOTE	APN	OWNER	DOCKET	PAGE	SEQUENCE NO.
1	217-55-011C	MANDARINA LLC	13752	852	20100360173
2	217-55-011D	MANDARINA LLC	13752	852	20100360173
3	218-49-002B	MANDARINA LLC	13752	852	20100360173
4	217-33-006A/B	STEWART TITLE & TRUST No. 3564	10814	781	19980910339
5	217-33-0070	STEWART TITLE & TRUST No. 3564	10814	781	19980910339
6	218-49-003C/D/E	TANGERINE INVESTMENT PARTNERS LLC	7347	207	20101210571
7	218-49-002C	MANDARINA LLC	13752	852	20100360173
8	218-49-001F	MANDARINA LLC	13752	852	20100360173
9	218-49-001E	MANDARINA LLC	13752	852	20100360173

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	731.00'	1325.00'	31°36'36"	S 34°23'56" E	721.77'
C2	1042.77	1325.00'	45°05'29"	S 72°44'58" E	1016.06'
C3	901.52'	1475.00'	35°01'09"	S 77°47'08" E	887.55'
C4	851.79'	1325.00'	36°49'59"	N 76°52'43" W	837.19'
C5	1160.81'	1475.00'	45°05'29"	N 72°44'58" W	1131.09'
C6	813.76'	1475.00'	31°36'36"	N 34°23'56" E	803.48'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°31'27" E	157.83'
L2	S 18°35'38" E	531.22'
L3	S 50°12'14" E	2417.41'
L4	N 84°42'17" E	255.19'
L5	S 00°37'06" E	176.31'
L6	N 58°27'44" W	47.15'
L7	S 84°42'17" W	255.19'
L8	N 50°12'14" W	2417.41'
L9	N 18°35'38" W	580.30'

EXHIBIT B-2

LINE, CURVE & PARCEL TABLES

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN SECTION 36, T-11-S, R-11-E, AND IN G.L.O. LOT 3 OF THE SW¼ OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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September 23, 2019
Psomas #7MAN190101

EXHIBIT A

LEGAL DESCRIPTION
RIGHT-OF-WAY

A portion of those parcels recorded in Docket 13752, Page 852, records of Pima County, Arizona, located in General Land Office Lot 3 and Lot 4 of the southwest one-quarter of Section 31, Township 11 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of said Section 31, monumented by a 2-1/2" aluminum cap, marked "T11S, R11E, S1|S6/S36|S31, T12S, R12E, PSOMAS, RLS 18557", from which the west one-quarter corner of said section, monumented by a 1/2" rebar, bears N 00°42'58" W (basis of bearing for this legal description) a distance of 2644.10 feet as shown in Record of Survey Book 55, Page 84, records of said Pima County;

THENCE upon the west line of said southwest one-quarter of Section 31, N 00°42'58" W a distance of 2153.73 feet to the proposed southerly right-of-way of Adonis Rd, lying on the arc of a non-tangent curve, concave northerly, a radial line of said curve through said point having a bearing of S 01°36'41" E;

THENCE easterly upon the arc of said curve, to the left, having a radius of 1475.00 feet and a central angle of 3°41'02" for an arc length of 94.84 feet;

THENCE N 84°42'17" E a distance of 255.19 feet to a point of curvature of a tangent curve, concave southerly;

THENCE easterly upon the arc of said curve, to the right, having a radius of 1325.00 feet and a central angle of 10°25'33" for an arc length of 241.10 feet to the **POINT OF BEGINNING**;

THENCE continue easterly upon the arc of said curve, to the right, having a radius of 1325.00 feet and a central angle of 4°27'30" for an arc length of 103.10 feet to a point of cusp of a radial curve, concave southeasterly;

THENCE southwesterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 95°09'29" for an arc length of 41.52 feet;

THENCE S 4°25'51" W a distance of 164.10 feet to a point of curvature of a tangent curve, concave easterly;

THENCE southerly upon the arc of said curve, to the left, having a radius of 1500.50 feet and a central angle of 32°25'16" for an arc length of 849.07 feet;

THENCE S 27°59'25" E a distance of 509.28 feet to the northerly right-of-way of Tangerine Road, recorded in Docket 11487, Page 2029, records of said Pima County, lying on the arc of a non-tangent curve, concave southeasterly, a radial line of said curve through said point having a bearing of N 37°36'17" W;

THENCE southwesterly upon the arc of said curve, to the left, having a radius of 1104.95 feet and a central angle of 2°41'38" for an arc length of 51.95 feet;

THENCE N 27°59'25" W a distance of 519.16 feet to a point of curvature of a tangent curve, concave easterly;

THENCE northerly upon the arc of said curve, to the right, having a radius of 1551.50 feet and a central angle of 32°25'16" for an arc length of 877.92 feet;

THENCE N 4°25'51" E a distance of 169.27 feet to a point of curvature of a tangent curve, concave southwesterly;

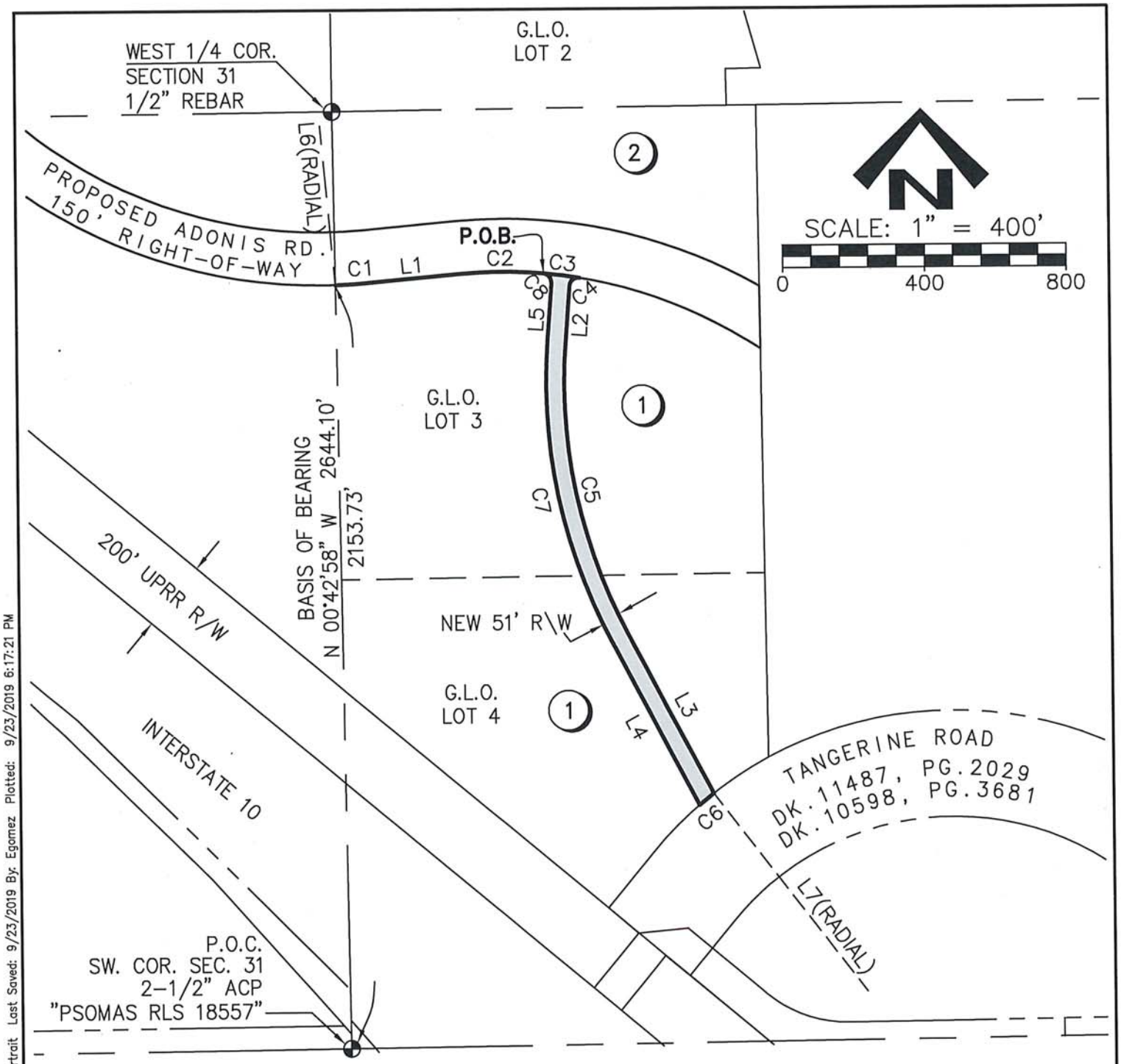
THENCE northwesterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 89°18'01" for an arc length of 38.96 feet to the **POINT OF BEGINNING.**

Containing an area of 1.85 acres, more or less.

See Exhibits B-1 & B-2 attached hereto and made a part hereof.

Prepared By:
Psomas

Ernest Gomez, AZ. R.L.S. 27739



(#) = PARCEL I.D.; SEE PARCEL TABLE (EXHIBIT B-2)

ACP = ALUMINUM CAPPED PIN

SEE LINE\CURVE TABLES EXHIBIT B-2

EXHIBIT B-1

RIGHT-OF-WAY

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN G.L.O. LOT 3 AND LOT 4 OF THE SW¼ OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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PARCEL TABLE

KEYNOTE	APN	OWNER	DOCKET	PAGE	SEQUENCE NO.
(1)	218-49-002B	MANDARINA LLC	13752	852	20100360173
(2)	218-49-002C	MANDARINA LLC	13752	852	20100360173

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	94.84'	1475.00'	3°41'02"	N 86°32'48" E	94.82'
C2	241.10'	1325.00'	10°25'33"	N 89°55'04" E	240.77'
C3	103.10'	1325.00'	4°27'30"	S 82°38'25" E	103.08'
C4	41.52'	25.00'	95°09'29"	S 52°00'35" W	36.91'
C5	849.07'	1500.50'	32°25'16"	S 11°46'47" E	837.78'
C6	51.95'	1104.95'	2°41'38"	S 51°02'54" W	51.95'
C7	877.92'	1551.50'	32°25'16"	N 11°46'47" W	866.26'
C8	38.96'	25.00'	89°18'01"	N 40°13'10" W	35.14'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 84°42'17" E	255.19'
L2	S 04°25'51" W	164.10'
L3	S 27°59'25" E	509.28'
L4	N 27°59'25" W	519.16'
L5	N 04°25'51" E	169.27'
L6	S 01°36'41" E	1475.00' RADIAL
L7	N 37°36'17" W	1104.95' RADIAL

EXHIBIT B-2

LINE, CURVE & PARCEL TABLES

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN G.L.O. LOT 3 AND LOT 4 OF THE SW¼ OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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7MAN190101 DATE: SEPTEMBER, 2019 • DRAWN BY: SM

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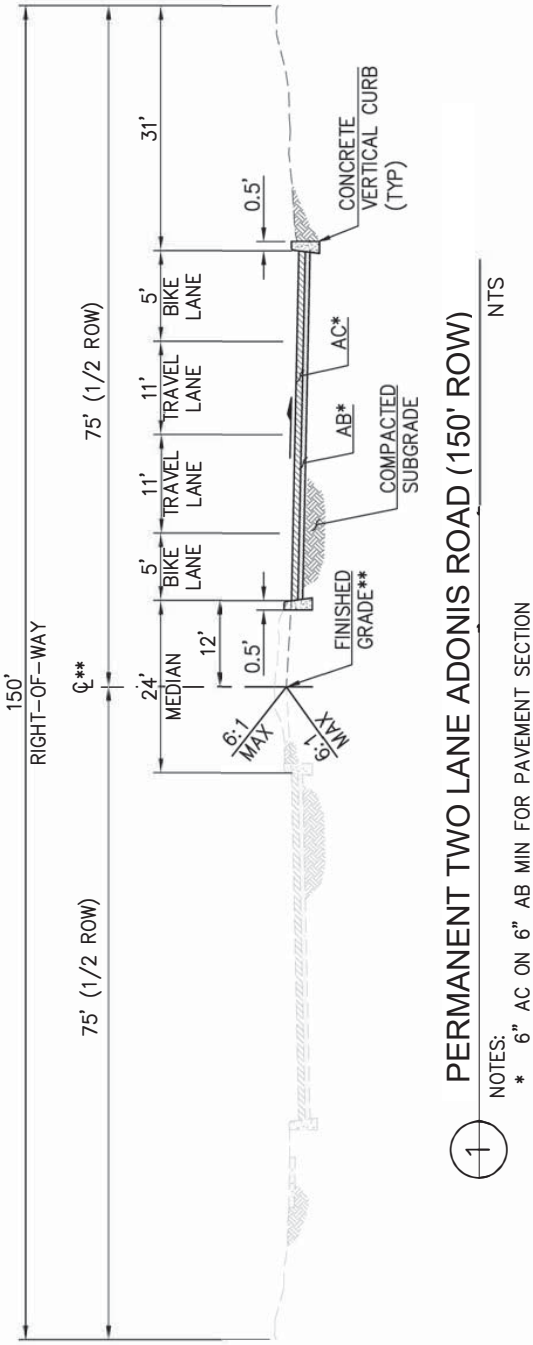


1 PERMANENT TWO LANE ADONIS ROAD (150' ROW)

NTS

NOTES:
* 6" AC ON 6" AB MIN FOR PAVEMENT SECTION
** PROFILE AT ULTIMATE GRADE FOR CROSS-DRAINAGE

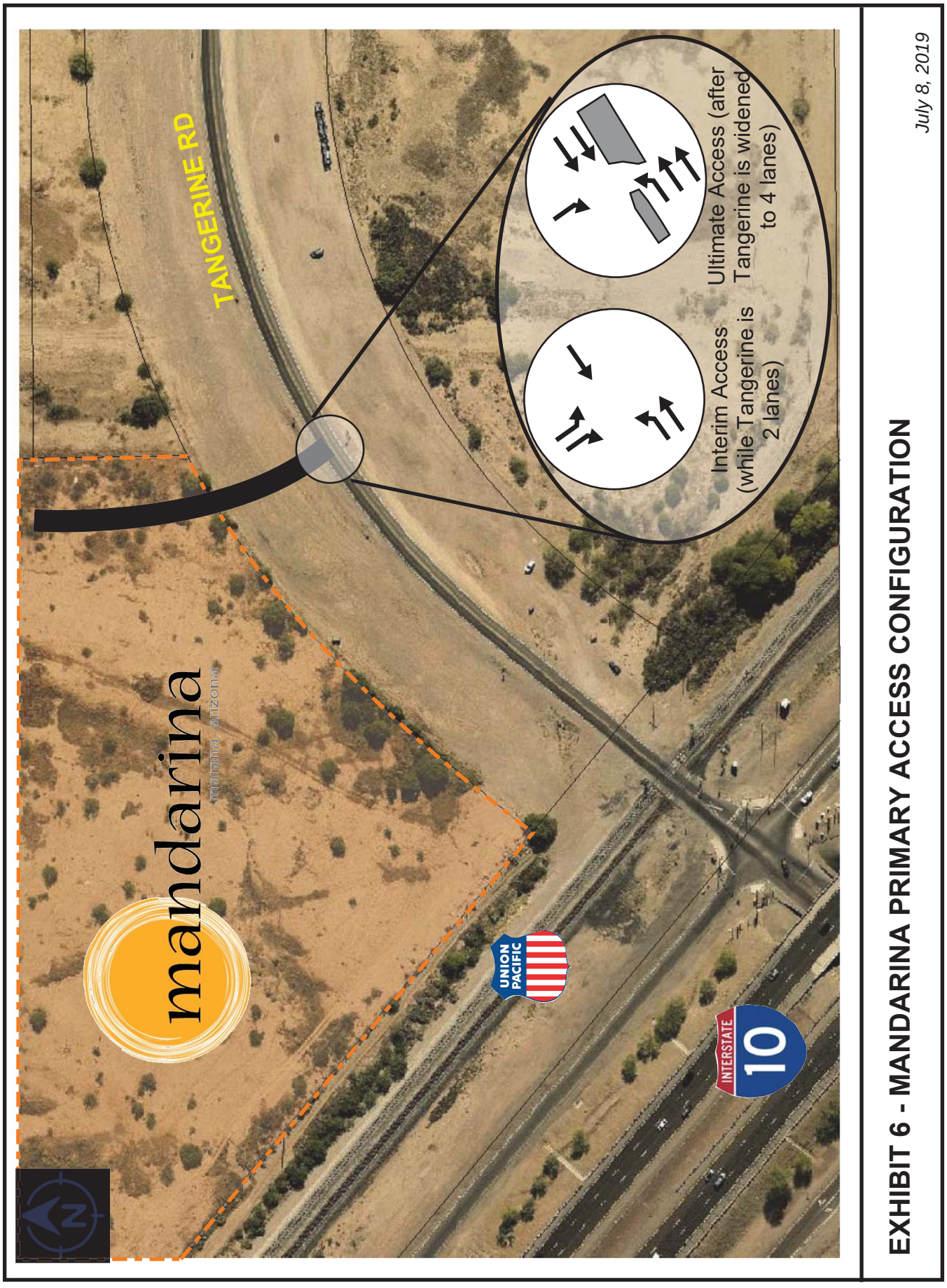


EXHIBIT 6 - MANDARINA PRIMARY ACCESS CONFIGURATION

July 8, 2019

C. Development Plan Concept

The Mandarina Specific Plan provides the framework for a diverse project that responds to market demands and the Town of Marana vision while maximizing development opportunities for the site. By integrating a variety of well planned land uses which may include and are not limited to retail, commercial, and office uses, single-family and multi-family residences, a balanced community is envisioned.

Mandarina is influenced by its proximity to strong transportation corridors and its inclusion in the Single Central Business District. The strong retail and commercial land use component shall provide employment and tax revenue opportunities for the Town of Marana. The provision of a variety of housing options, appealing to all household types from families to empty-nesters, shall create a diverse community. Integrated residential uses shall provide opportunities for pedestrian friendly, walkable, live/work environments and a network of trails shall provide connections to existing and future open space areas and among the various neighborhoods in the area. (See Exhibit 2.C.1 - Land Use Concept, pg. 10)

This plan envisions an area that can accommodate growth, create a destination and function as a gateway, both to the east and to the north as transit plans and transportation alternatives evolve. The balance of uses, consistent with the economic vision for the area, shall be a catalyst and a partner in "Marana's vision as a self-sustaining community that meets the needs of its citizens…"[1]

[1] Marana General Plan 2007, Appendix C, Land Use Decision Keys

D. Land Use Concept

The four Planning Areas in Mandarina represent a gradation of uses, with the most transportation influenced uses planned for the area adjacent to the Interstate. ~~Uses that are less dependent on direct access to the interchange are intended for the areas to the east of Adonis Road.~~

1. Mandarina Land Use Planning Areas

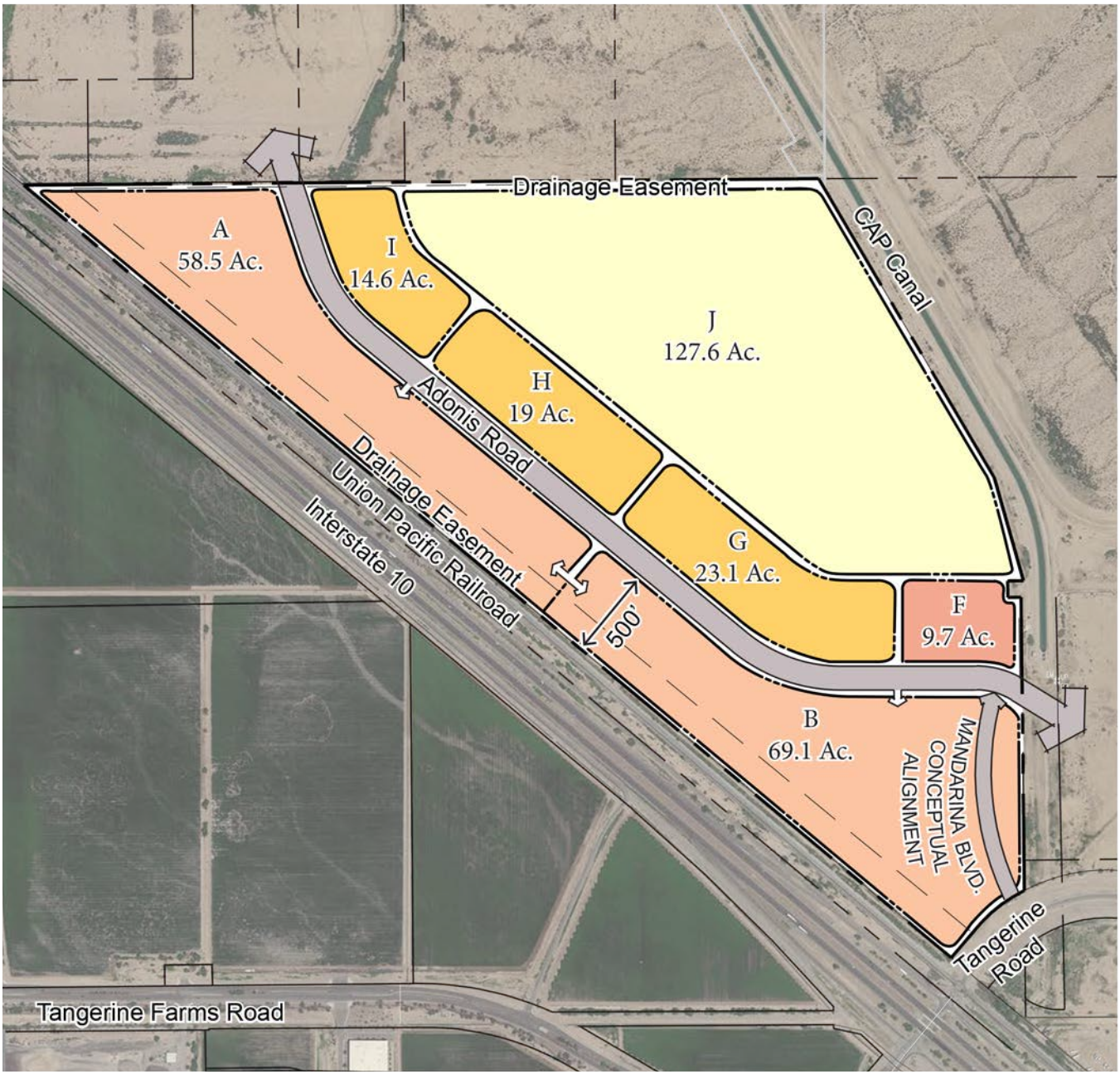
The four Planning Areas, described in this section, shall guide the implementation of the Mandarina Specific Plan. Refer to Part 3 - Development Standards, of this document for proposed land uses for each Planning Area. Land use transition and development standards shall create a project in which the integrated mix of uses creates a place that people want to live, work, play and shop—helping build a successful Marana for the future.

1.1 Mandarina Transportation Corridor (MTC)

The Mandarina Transportation Corridor is directly adjacent to Interstate 10 and is designed to take advantage of the high visibility from the Interstate ~~and access to the new Interstate 10/Tangerine Road interchange~~. Uses permitted in the Mandarina Transportation Corridor benefit from convenient access to a strong transportation network and the proposed inter-city rail connection.

1.2 Mandarina Village Center (MVC)

The Mandarina Village Center shall be located at the intersection of Adonis Road and



LEGEND

- Mandarina Transportation Corridor
- Mandarina Village Center
- Mandarina Corridor
- Tortolita Corridor

0 500 1,000
Scale: 1"=1,000'

Mandarina Boulevard. The location of the Mandarina Village Center makes it the central core of the Mandarina community as well as a gateway to Oro Valley, Northwest Tucson and the communities east of the interstate. A broad range of retail and employment opportunities shall create a vibrant regional destination. Its pedestrian orientation shall create an exciting walkable hub with a vibrant sense of community. Homes may be integrated into this area, offering residents myriad opportunities for work and play.

1.3 Mandarina Corridor (MC)

The Mandarina Corridor holds a prime position adjacent to Adonis Road. The Mandarina Corridor area shall support uses that benefit from the proximity to a major arterial. Uses in this planning area may be related to those within the Mandarina Transportation Corridor, taking advantage of the vehicle traffic generated by the Mandarina Transportation Corridor uses.

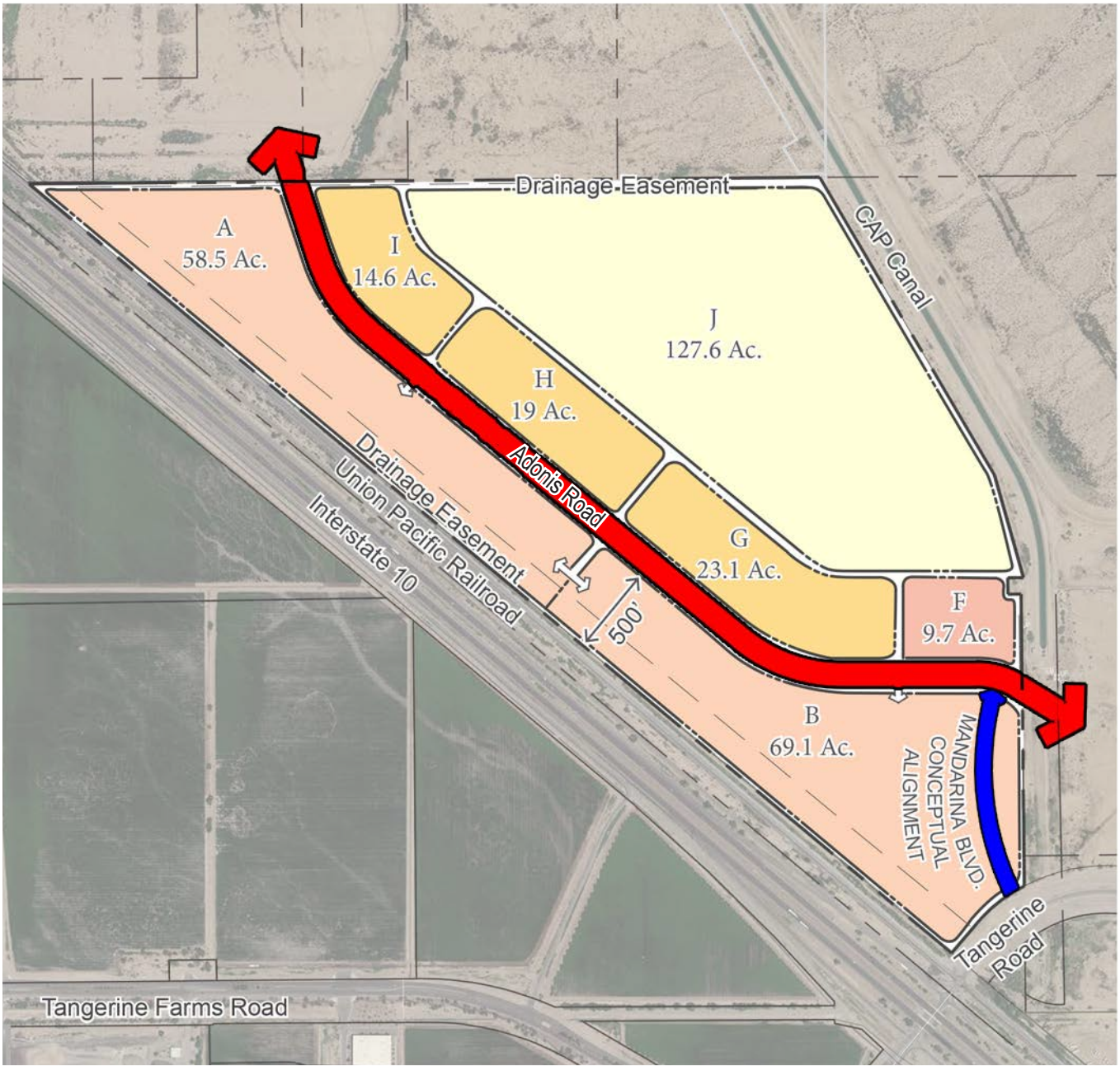
1.4 Tortolita Corridor (TC)

The Tortolita Corridor is uniquely situated to take advantage of both the natural beauty of the area and the proximity to the shops, employment and services that are proposed in the other Planning Areas. Nearby open space, regional and local trails and the planned CAP Canal Trail shall provide visitors and residents with easy access to recreational opportunities and breathtaking views of the region's mountains. Uses proposed for this Planning Area are likely to be less intense, incorporating the dramatic backdrop of the open space into its unique character.

2. Land Use Summary

Parcels and their respective acreage are identified for each Planning Area in Table A.

Table A: Land Use Summary		
Parcel	**Planning Area**	**Area (Acres)**
A	MTC	~~104.6~~ 58.5
B	MTC	~~53.2~~ 69.1
~~C~~	~~MVC~~	~~17.3~~
~~D~~	~~MVC~~	~~16.4~~
~~E~~	~~MVC~~	~~13.5~~
F	MVC	~~10.0~~ 9.7
G	MC	~~12.3~~ 23.1
H	MC	~~12.1~~ 19.0
I	MC	~~9.0~~ 14.6
J	TC	~~52.4~~ 127.6
~~R.O.W.~~ Adonis Road		~~41.4~~ 20.6
TOTAL		**342.2**



LEGEND

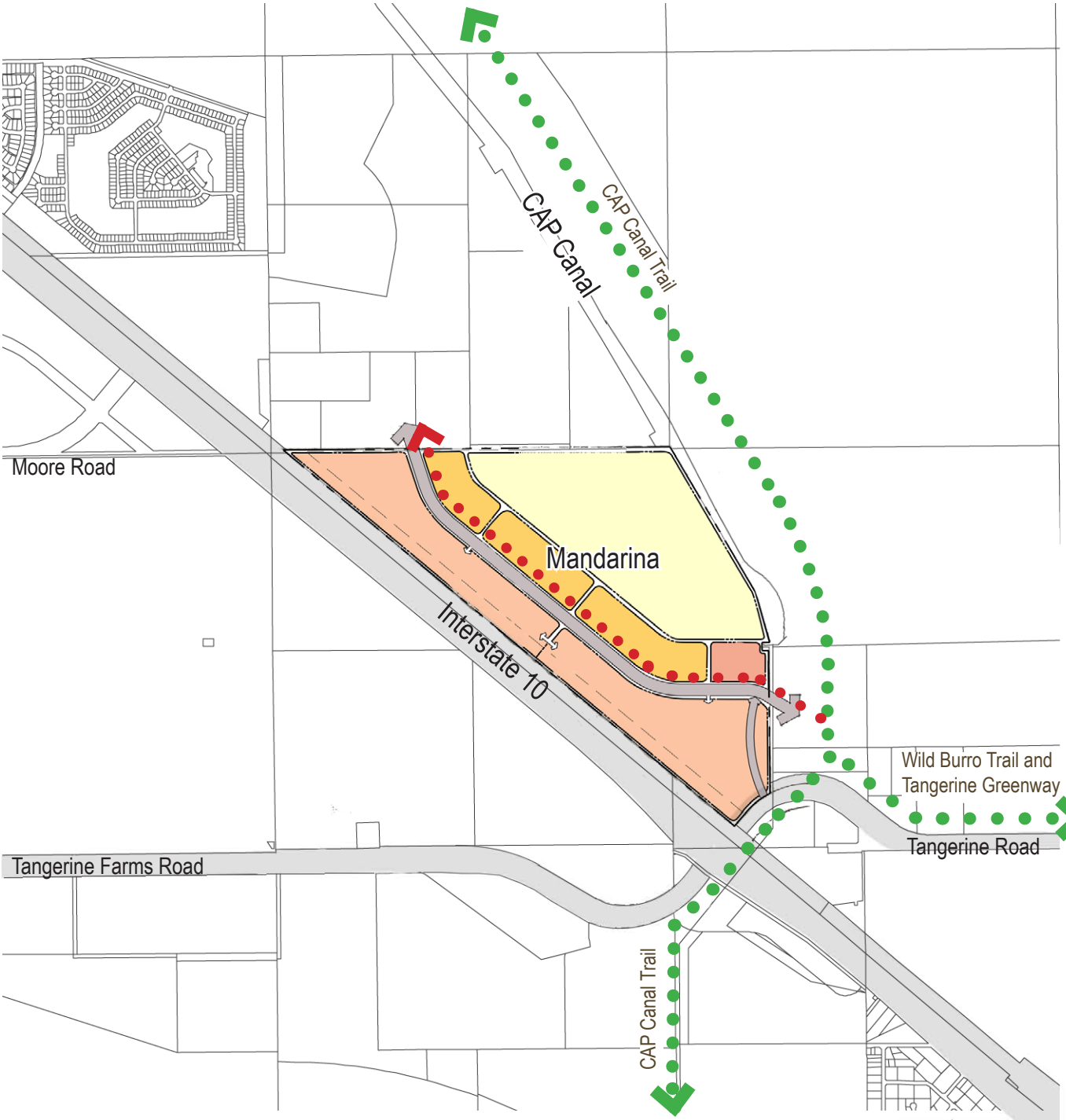
Arterial Road

Collector Road

0 500 1,000

Scale: 1"=1,000'

EXHIBIT 2.L.1 - TRAILS



LEGEND

- Proposed Mandarina Trail
- Proposed Trail Route

Note: CAP Canal trail is conceptual and final location may change at the discretion of The Town of Marana. The developer shall coordinate with the Town to determine the best location for the Mandarina Trail.

Source: Pima County Land Information System, Town of Marana General Plan & Town of Marana Northwest Area Plan

0 1,000 2,000

Scale: 1"=2,000'

Council-Study Session **D4**

Meeting Date: 10/29/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 29, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-111: Relating to Development; approving and authorizing the Mayor to sign the First Amendment to Villages of Tortolita Development Agreement (Frank Cassidy)

Discussion:

The April 2018 Villages of Tortolita Development Agreement (the Original Agreement) between the Town and TMR Investors, LLC (TMR) provided (among other things) for TMR to construct the Adonis Road Extension (Town of Marana Project ST059) connecting existing Grier Road along the north side of Adonis Mobile Home Subdivision to the future signalized intersection of Tangerine Road on the Tangerine Investment Partners property.

Several things have happened since April 2018 to require revisions to the Original Agreement, the most significant being:

- Disagreement between the Town and TMR about whether an irrigation canal relocation and stock-tight fencing were required elements of the Adonis Road Extension construction
- Unexpected resistance to the project by the Central Arizona Project (CAP), including a requirement to build a "land bridge" over the CAP siphon
- A proposed Town settlement with Mandarina LLC, the owner of land underlying more than a mile of Adonis Road Extension, requiring realignment of Adonis and allowing a temporary Mandarina Road Link from Adonis Road to Tangerine Road west of the CAP siphon, thereby enabling Adonis Road to be connected to Tangerine Road in the short term without the need to immediately build the CAP land bridge.

All the elements bulleted above are addressed in the First Amendment to Villages of Tortolita Development Agreement (the First Amendment), which:

- Requires TMR to relocate the irrigation canal and splits the cost of the stock-tight fencing with the Town (the $85,000 Town contribution)
- Avoids the CAP siphon by amending the definition of the "Adonis Road Improvements" to delete the portion of Adonis Road east of the Mandarina Property (i.e., TMR will not build Adonis Road over the CAP siphon or over the Tangerine Investment Partners property) and instead requiring TMR to build the Adonis Road Extension on the new alignment through the Mandarina Property and on the Mandarina Road Link from Adonis Road to Tangerine Road

If the First Amendment and the mediation agreement with Mandarina, LLC (also on tonight's agenda) are approved as presented, Town staff anticipates that construction of the Adonis Road Extension will begin within four months.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Y
Amount:	$85,000

The Town and TMR could not agree who is responsible for the installation of stock-tight fencing in areas where cattle are grazing, so the estimated $170,000 cost of the fencing has been split, with the Town making an $85,000 cash contribution to TMR within 30 days after the effective date of the First Amendment. Funding will be provided by the Adonis Road Extension project budget.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-111 approving and authorizing the Mayor to sign the First Amendment to The Villages of Tortolita Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-111, approving and authorizing the Mayor to sign the First Amendment to The Villages of Tortolita Development Agreement.

Attachments

Resolution No. 2019-111

Villages of Tortolita DA 1st Amendment

MARANA RESOLUTION NO. 2019-111

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT

WHEREAS the Town of Marana adopted Marana Ordinance No. 2017.023 on November 7, 2017, which (among other things) authorized the execution of the "VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT" (the "Original Agreement"), which was recorded in the Pima County Recorder's office on April 16, 2018 at Sequence 20181060069 and recorded in the Pinal County Recorder's office on April 17, 2018 at Fee Number 2018-028230; and

WHEREAS changed circumstances since the execution of the Original Agreement have caused the parties to negotiate the First Amendment to Villages of Tortolita Development Agreement; and

WHEREAS the Marana Town Council finds that the First Amendment to Villages of Tortolita Development Agreement is in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, approving and authorizing the Mayor to sign the First Amendment to Villages of Tortolita Development Agreement in the form provided in the agenda materials associated with this Council agenda item, and authorizing Town staff to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 29th day of October, 2019.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

FIRST AMENDMENT TO VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS FIRST AMENDMENT TO VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; and TMR INVESTORS, LLC ("TMR"), an Arizona limited liability company. The Town and TMR are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Parties entered into the "VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT" (the "Original Agreement"), which was recorded in the Pima County Recorder's office on April 16, 2018 at Sequence 20181060069 and recorded in the Pinal County Recorder's office on April 17, 2018 at Fee Number 2018-028230.

B. Among other things, the Original Agreement provided for TMR's construction of the "Adonis Road Improvements" as defined and described in the Original Agreement, which included construction of Adonis Road as a "two-lane paved roadway extending from the current eastern terminus of Grier Road pavement (located about 770 feet east of Grier Road's intersection with Galleno Avenue) to Tangerine Road, as detailed in Exhibit B" to the Original Agreement.

C. TMR timely submitted the design plans for the Adonis Road Improvements in accordance with subparagraph 3.a. of the Original Agreement, but final approval of the plans has been delayed by unanticipated and expensive design requirements imposed by a third party for approval to have the Adonis Road Improvements cross the Central Arizona Project (CAP) siphon.

D. TMR's submission of the design plans included stock-tight fencing along the new portions of Adonis Road through properties being used for grazing, but follow-up discussions between representatives of TMR and the Town have revealed a disagreement between the Parties about whether the stock-tight fencing is appurtenant to construction and is TMR's responsibility or is appurtenant to right-of-way acquisition and is the Town's responsibility.

E. TMR's submission of the design plans did not include relocation of an irrigation ditch along a new portion of Adonis Road through a property being used for farming, but TMR has agreed in follow-up discussions to relocate the irrigation ditch.

F. TMR's submission of the design plans did not include sufficient geotechnical information for the Town Engineer to determine whether the roadway construction will require more than a two-inch asphalt road on a six-inch aggregate base.

G. The unanticipated and expensive design requirements to cross the CAP siphon have revealed a disagreement between the Parties about whether the costs to design and construct the CAP siphon crossing should be borne by TMR or the Town.

H. Mandarina LLC ("Mandarina") is the owner of land in the alignment of the Adonis Road Improvements as described in the Original Agreement. Mandarina's land is depicted in Exhibit E and is referred to in this Amendment as the "Mandarina Property."

I. A proposed settlement of pending litigation between the Town and Mandarina provides for an adjustment of the Adonis Road Improvements alignment through the Mandarina Property, and provides additional right-of-way for the "Mandarina Road Link," a road linking Adonis Road to Tangerine Road near the eastern border of the Mandarina Property, west of the CAP siphon.

J. By realigning the Adonis Road Improvements on the Mandarina Property and constructing the Mandarina Road Link, Adonis Road can be connected to Tangerine Road without the need to cross the CAP siphon.

K. The Parties enter into this Amendment to break the stalemate in moving forward with the construction of the Adonis Road Improvements and to clarify the obligations of the Parties in light of the changed circumstances that have occurred since the Original Agreement.

AGREEMENT

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

1. *Revision to "Adonis Road Improvements" definition*. The definition of the "Adonis Road Improvements" in paragraph 1.a. of the Original Agreement is hereby modified to read as follows:

> The "Adonis Road Improvements" means the design and construction and one-year warranty of the two-lane paved Adonis Road and Mandarina Road Link roadways extending as follows, as detailed in Exhibit A to the First Amendment to Villages of Tortolita Development Agreement:
>
> i. From the current eastern terminus of Grier Road pavement (located about 770 feet east of Grier Road's intersection with Galleno Avenue) to the eastern border of the Mandarina Property; and
>
> ii. From Adonis Road as constructed pursuant to subparagraph i. above to Tangerine Road, near the eastern border of the Mandarina Property, west of

the CAP siphon. This segment of roadway is referred to in this Amendment as the "Mandarina Road Link" and is depicted on Exhibit E with the label "Mandarina Blvd."

The "Adonis Road Improvements" shall include all of the following:

i. The installation of stock-tight fencing on both edges of the 75-foot Adonis Road right-of-way from the Patton Road alignment (the north-south section line shared by sections 25 and 26, Township 11 South, Range 11 East) to the north property line of the Mandarina Property, where it shall connect to the stock-tight fencing in subparagraph ii below.

ii. The installation of stock-tight fencing on both edges of the 150-foot Adonis Road right-of-way from the north boundary of the Mandarina property to Mandarina Link Road (as shown on Exhibit E).

iii. The installation of stock-tight fencing on both edges of the 51-foot Mandarina Road Link right-of-way from Adonis Road to Tangerine Road (as shown on Exhibit E).

iv. Relocating the irrigation ditch from its current location near the north boundary of the land currently being used for farming (specifically, the land covered by the subdivision plat of La Mirage Estates, Pima County Recorder's office Book 52 of maps and plats at page 82) to a new location along the south right-of-way line of Adonis Road.

The "Adonis Road Improvements" shall exclude all of the following:

i. Any additional costs to design and construct the Adonis Road crossing of the CAP siphon.

ii. Any additional costs to design and construct Adonis Road east of the CAP siphon to Tangerine Road.

iii. All Tangerine Road signalization costs.

2. *Town contribution toward the cost to install stock-tight fencing*. In settlement of the Parties' dispute about who is responsible to install stock-tight fencing, the Town shall pay TMR $85,000 within 30 days after the Effective Date of this Amendment toward the cost of installing stock-tight fencing.

3. *TMR submission of geotechnical information*. Within 30 days after the Effective Date of this Amendment, TMR shall submit to the Town Engineer sufficient geotechnical information to determine whether the roadway construction will require more than a two-inch asphalt road on a six-inch aggregate base, as provided in Exhibit B to the Original Agreement and Exhibit A to this Amendment.

4. *No TMR responsibility for the design of the realigned portion of Adonis Road or the Mandarina Road Link*. TMR has no responsibility to design the realigned portion of Adonis

Road or the Mandarina Road Link. The Town's settlement with Mandarina requires Mandarina to design those road segments to standards consistent with those found in the Adonis Road design plans submitted by TMR (see recital C above) and consistent with Exhibit B to the Original Agreement. The Town will provide copies of Mandarina's design plans to TMR during the Town's review of the design plans, and will take TMR's timely comments regarding the design plans into account when responding to, approving, or requesting modifications of the design plans.

5. *Adonis Road Improvements start*. The last sentence of paragraph 3.a. of the Original Agreement is hereby modified to read as follows:

> TMR shall begin construction of the Adonis Road Improvements as soon as possible, but in any event no later than 120 calendar days after TMR's receipt of the Town-approved design of the Adonis Road Improvements, including those portions of the Adonis Road Improvements revised to accommodate realignment of Adonis Road through the Mandarina Property and to include the Mandarina Road Link.

6. *Remainder of the Original Agreement unchanged*. Except as revised in this Amendment, the Original Agreement shall remain unchanged.

7. *Term*. This Amendment shall become effective (the "Effective Date") upon the date of recording pursuant to paragraph 8 below. The term of this Amendment shall begin on the Effective Date and shall terminate concurrently with the termination of the Original Agreement. The Parties agree and acknowledge that, by operation of paragraphs 21 ("Term") and 33 ("Recordation") of the Original Agreement, the Original Agreement was effective on April 17, 2018 (the date the Original Agreement was recorded in Pinal County), and automatically terminates on April 17, 2048, unless sooner terminated by the mutual consent of the Parties.

8. *Recordation*. After this Amendment has been executed by the Parties, the Town shall, as concurrently as reasonably possible, record this Amendment in the offices of the Pima County Recorder and the Pinal County Recorder. If recording does not occur on the same day, the date of recording for purposes of this Amendment shall be the later of the two recording dates. To facilitate concurrent recording of this Amendment, the Parties may sign two identical originals of this Amendment.

9. *Miscellaneous*.

a. The Original Agreement as amended by this Amendment may not be modified except in a writing signed by the Parties.

b. This Amendment may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Amendment may contain more than one counterpart of the signature pages and this Amendment may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and

they shall have the same force and effect as though all the signers had signed a single signature page.

c. Exhibits referred to in and attached to this Amendment are incorporated by reference as if set forth in full in the text of this Amendment.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the last date set forth below their respective signatures, with an Effective Date determined as set forth in paragraph 7 above.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"TMR":

TMR INVESTORS, LLC, an Arizona limited liability company ("TMR")
By: TMR MANAGEMENT, LLC, an Arizona limited liability company, its Manager
By: ZIPPRICH GROUP, LLC, an Arizona limited liability company, its Member

By: _____
Michael B. Zipprich, Manager

Date: _____

By: INCA CAPITAL I, LLC, an Arizona limited liability company, its Member

By: _____
William Cleverly, Manager

Date: _____

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by Michael B. Zipprich, Manager of ZIPPRICH GROUP, LLC, an Arizona limited liability company, a Member of TMR MANAGEMENT, LLC, an Arizona limited liability company,

Manager of TMR INVESTORS, LLC, an Arizona limited liability company, on behalf of TMR.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by William Cleverly, Manager of INCA CAPITAL I, LLC, an Arizona limited liability company, a Member of TMR MANAGEMENT, LLC, an Arizona limited liability company, Manager of TMR INVESTORS, LLC, an Arizona limited liability company, on behalf of TMR.

(Seal)

_____
Notary Public

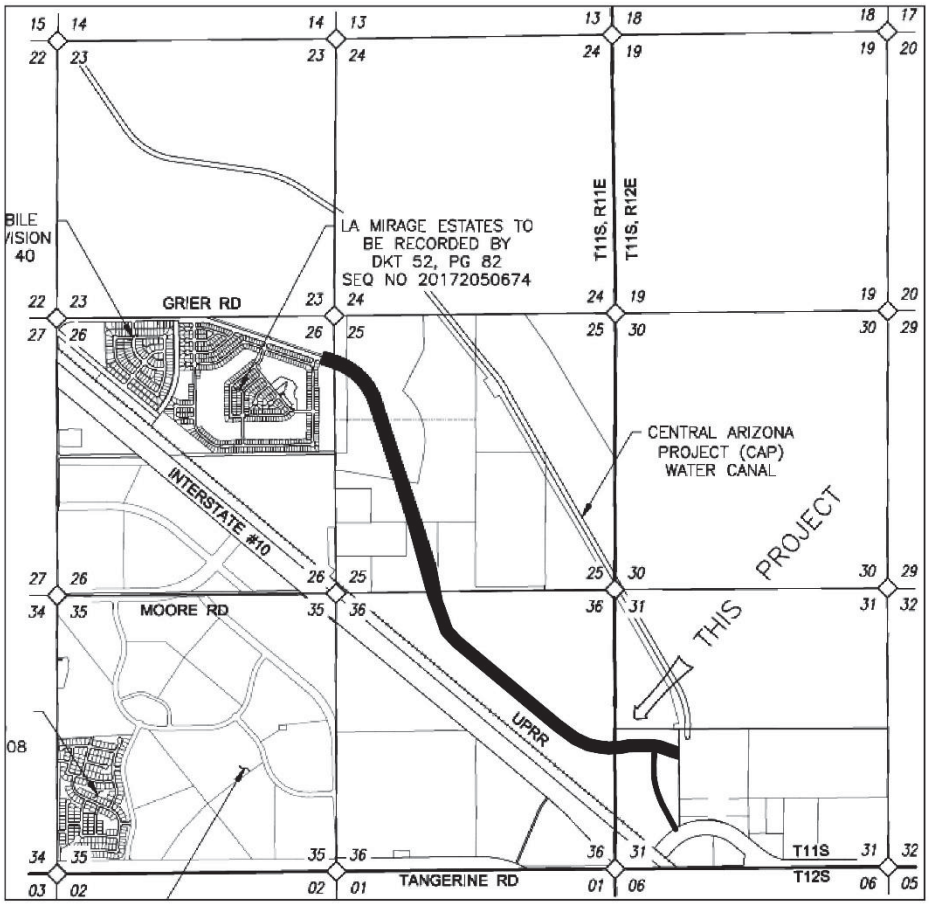
LIST OF EXHIBITS

Exhibit A	Detailed description of the Adonis Road Improvements (as revised by this Amendment)
Exhibit B	Legal description and depiction of the Adonis Road right-of-way transition immediately north of the Mandarina Property (Note: Reference to this exhibit is found in Exhibit A)
Exhibit C	Legal description and depiction of Adonis Road right-of-way through the Mandarina Property (Note: Reference to this exhibit is found in Exhibit A)
Exhibit D	Legal description and depiction of Mandarina Road Link right-of-way through the Mandarina Property (Note: Reference to this exhibit is found in Exhibit A)
Exhibit E	Map of stock-tight fence locations on the Mandarina Property

Exhibit A to First Amendment to
The Villages of Tortolita Development Agreement

Description of the Adonis Road Improvements

1. A minimum two-inch asphalt road on a six-inch aggregate base, subject to findings from a geotechnical report.
2. A 30-foot wide pavement cross-section.
3. Drainage crossings will be handled at-grade with concrete header curbing three feet deep or to scour depth, and with a design that includes armored drainage crossings, and compliance with all town, state and federal regulations pertaining to roadway design.
4. Alignment per "Right-of-Way Plans for Adonis Road Grier Road to Tangerine Road" prepared by Dibble Engineering, as modified by the alignments attached as Exhibit B (the Adonis Road transition north of Mandarina), Exhibit C (the Adonis Road alignment through Mandarina), and Exhibit D (the Mandarina Road Link alignment), as follows:



September 23, 2019
Psomas #7MAN190101

EXHIBIT A
LEGAL DESCRIPTION
RIGHT-OF-WAY

A portion of that parcel recorded in Docket 10814, Page 781, records of Pima County, Arizona, located in the southwest one-quarter of Section 25, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of said Section 25, monumented by a 3-1/4" aluminum cap, marked "T11S, R11E, S26|S25/S35|S36, PSOMAS 2006, RLS 18557", from which the south one-quarter corner of said section, monumented by a lead capped pipe, marked "X", bears N 89°31'27" E (basis of bearing for this legal description) a distance of 2646.83 feet as shown in Record of Survey Book 55, Page 84, records of said Pima County;

THENCE along the south line of the southwest one-quarter of said Section 25, N 89°31'27" E a distance of 1838.62 feet to the **POINT OF BEGINNING**;

THENCE N 18°35'38" W a distance of 296.30 feet to a point of cusp on the westerly line of that 75-foot-wide right-of-way recorded in Seq. No. 20181800820 and record of survey Seq. No. 20190660153, said point being on a tangent curve, concave to the northeast;

THENCE upon said westerly line, southeasterly upon the arc of said curve, to the left, having a radius of 1275.00 feet and a central angle of 14°00'43" for an arc distance of 311.81 feet to the south line of said southwest one-quarter;

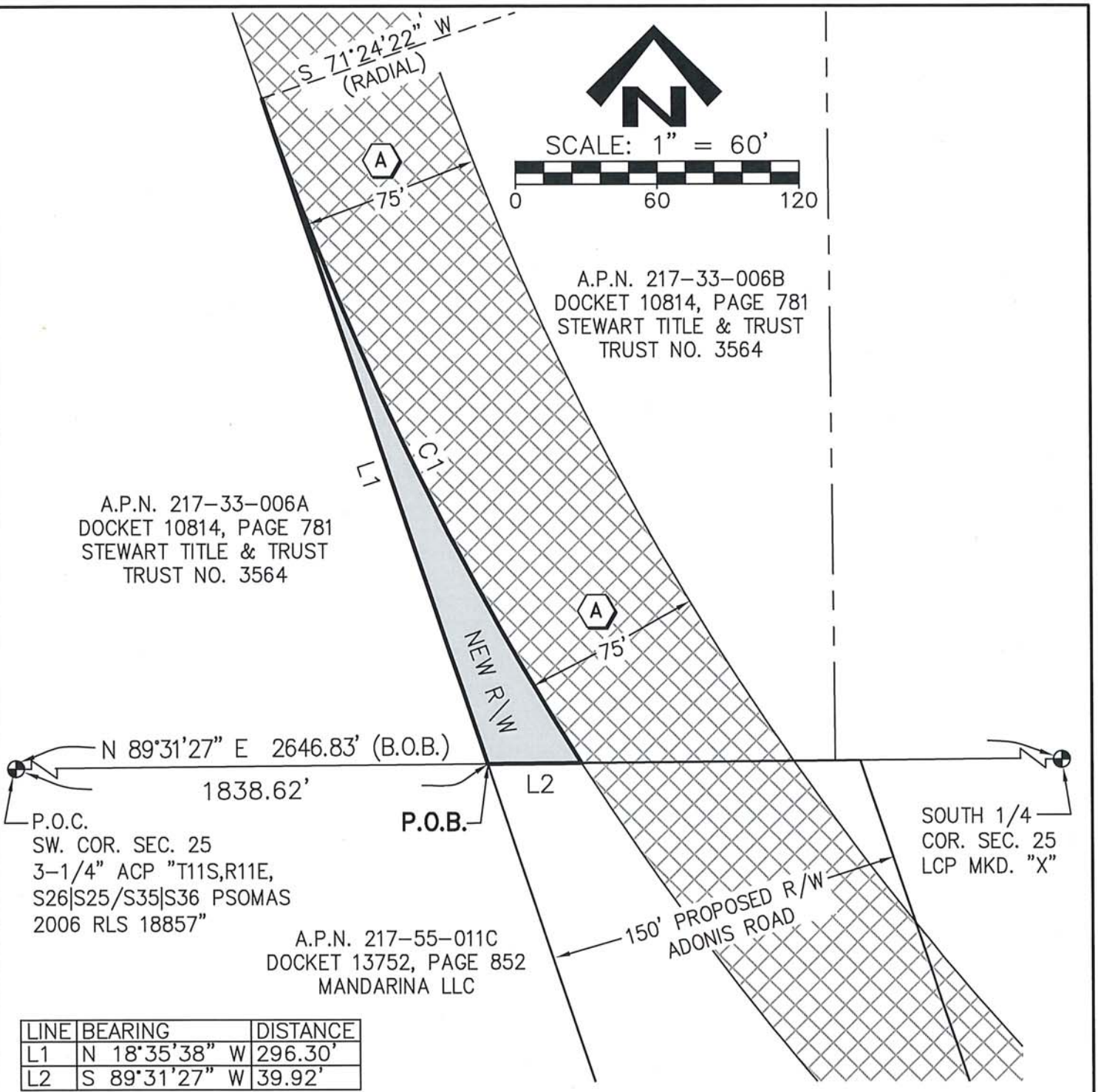
THENCE upon said south line, S 89°31'27" W a distance of 39.92 feet to the **POINT OF BEGINNING.**

Containing an area of 3,645 square feet, more or less.

See Exhibit B attached hereto and made a part hereof.

Prepared By:
Psomas

Ernest Gomez, AZ. R.L.S. 27739



LINE	BEARING	DISTANCE
L1	N 18°35'38" W	296.30'
L2	S 89°31'27" W	39.92'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	311.81'	1275.00'	14°00'43"	S 25°35'59" E	311.03'

KEY NOTE:

(A) 75' WIDE R/W – T.O.M. SEQ. NO. 20181800820 AND RECORD OF SURVEY SEQ. NO. 20190660153

ACP = ALUMINUM CAPPED PIN
LCP = LEAD CAPPED PIPE

EXHIBIT B
RIGHT-OF-WAY

A PORTION OF THAT PARCEL RECORDED IN DK. 10814, PG. 781, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, T-11- S, R-11-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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

7MAN190101 DATE: SEPTEMBER, 2019 • DRAWN BY: SM

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September 18, 2019
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EXHIBIT A

LEGAL DESCRIPTION
RIGHT-OF-WAY

A portion of those parcels recorded in Docket 13752, Page 852, records of Pima County, Arizona, located in Section 36, Township 11 South, Range 11 East, and in General Land Office Lot 3 of the southwest one-quarter of Section 31, Township 11 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the northwest corner of said Section 36, monumented by a 3-1/4" aluminum cap, marked "T11S, R11E, S26|S25/S35|S36, PSOMAS 2006, RLS 18557", from which the north one-quarter corner of said section, monumented by a lead capped pipe, marked "X", bears N 89°31'27" E (basis of bearing for this legal description) a distance of 2646.83 feet as shown in Record of Survey Book 55, Page 84, records of said Pima County;

THENCE along the north line of the northwest one-quarter of said Section 36, N 89°31'27" E a distance of 1838.62 feet to the **POINT OF BEGINNING**;

THENCE continue along the said north line, N 89°31'27" E a distance of 157.83 feet;

THENCE S 18°35'38" E a distance of 531.22 feet to a point of curvature of a tangent curve concave to the northeast;

THENCE southeasterly upon the arc of said curve, to the left, having a radius of 1325.00 feet and a central angle of 31°36'36" for an arc length of 731.00 feet;

THENCE S 50°12'14" E a distance of 2417.41 feet to a point of curvature of a tangent curve concave northerly;

THENCE easterly upon the arc of said curve, to the left, having a radius of 1325.00 feet and a central angle of 45°05'29" for an arc length of 1042.77 feet;

THENCE N 84°42'17" E a distance of 255.19 feet to a point of curvature of a tangent curve, concave southerly;

THENCE easterly upon the arc of said curve, to the right, having a radius of 1475.00 feet and a central angle of 35°01'09" for an arc length of 901.52 feet to the east line of said parcel recorded in Docket 13752, Page 852 and shown in said record of survey;

THENCE upon said east line, S 00°37'06" E a distance of 176.31 feet;

THENCE N 58°27'44" W a distance of 47.15 feet to a point curvature of tangent curve, concave southerly;

THENCE westerly upon the arc of said curve, to the left, having a radius of 1325.00 feet and a central angle of 36°49'59" for an arc length of 851.79 feet;

THENCE S 84°42'17" W a distance of 255.19 feet to a point of curvature of a tangent curve, concave northerly;

THENCE westerly upon the arc of said curve, to the right, having a radius of 1475.00 feet and a central angle of 45°05'29" for an arc length of 1160.81 feet;

THENCE N 50°12'14" W a distance of 2417.41 feet to a point of curvature of a tangent curve, concave northeasterly;

THENCE northwesterly upon the arc of said curve, to the right, having a radius of 1475.00 feet and a central angle of 31°36'36" for an arc length of 813.76 feet;

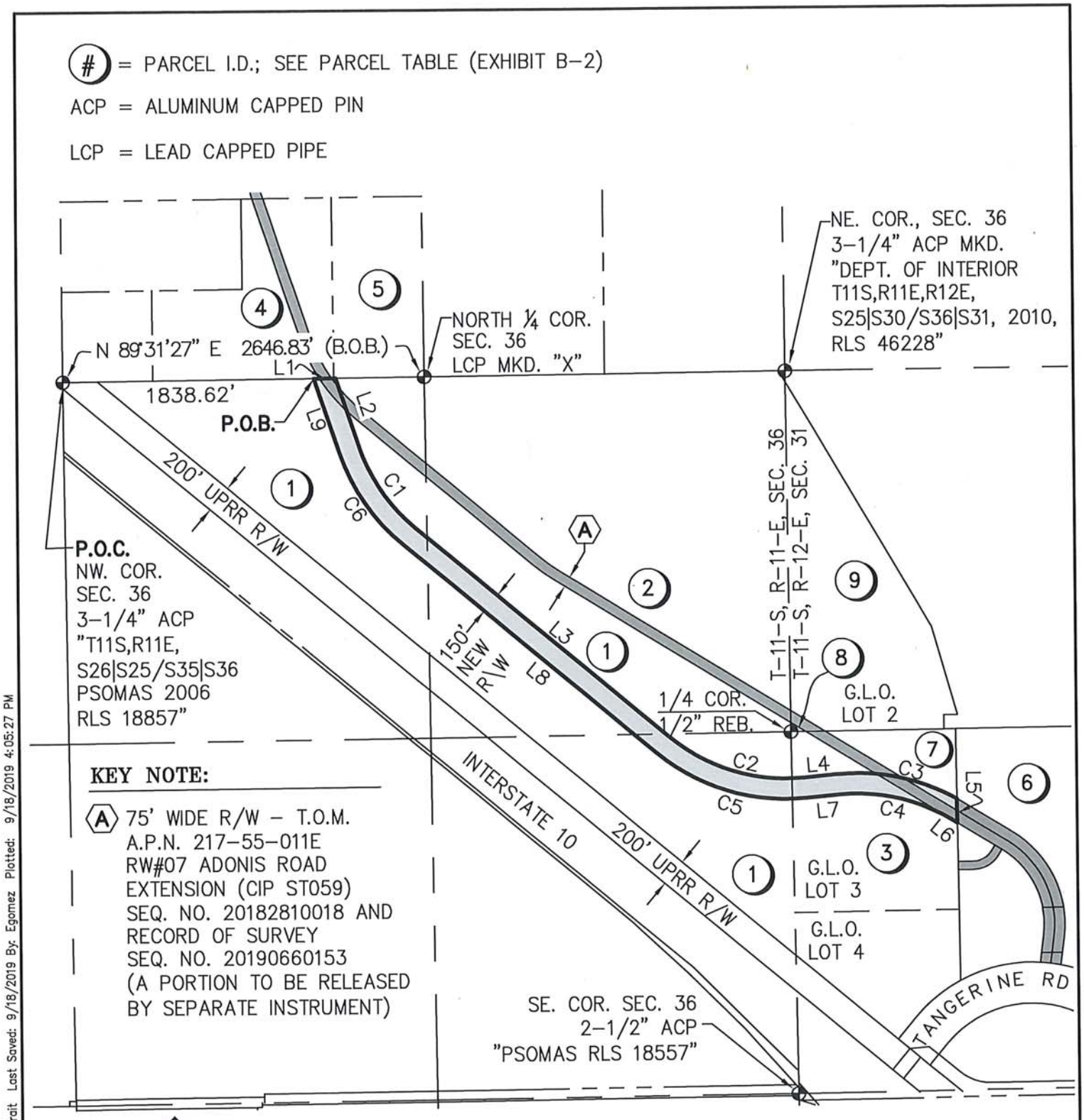
THENCE N 18°35'38" W a distance of 580.30 feet to the **POINT OF BEGINNING.**

Containing an area of 20.67 acres, more or less.

See Exhibits B-1 & B-2 attached hereto and made a part hereof.

Prepared By:
Psomas

Ernest Gomez, AZ. R.L.S. 27739



SCALE: 1" = 1000'

0 1000 2000

PSOMAS

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www.psomas.com

EXHIBIT B-1

RIGHT-OF-WAY

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN SECTION 36, T-11-S, R-11-E, AND IN G.L.O. LOT 3 OF THE SW 1/4 OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: SEPTEMBER, 2019 • DRAWN BY: SM

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PARCEL TABLE

KEYNOTE	APN	OWNER	DOCKET	PAGE	SEQUENCE NO.
1	217-55-011C	MANDARINA LLC	13752	852	20100360173
2	217-55-011D	MANDARINA LLC	13752	852	20100360173
3	218-49-002B	MANDARINA LLC	13752	852	20100360173
4	217-33-006A/B	STEWART TITLE & TRUST No. 3564	10814	781	19980910339
5	217-33-0070	STEWART TITLE & TRUST No. 3564	10814	781	19980910339
6	218-49-003C/D/E	TANGERINE INVESTMENT PARTNERS LLC	7347	207	20101210571
7	218-49-002C	MANDARINA LLC	13752	852	20100360173
8	218-49-001F	MANDARINA LLC	13752	852	20100360173
9	218-49-001E	MANDARINA LLC	13752	852	20100360173

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	731.00'	1325.00'	31°36'36"	S 34°23'56" E	721.77'
C2	1042.77	1325.00'	45°05'29"	S 72°44'58" E	1016.06'
C3	901.52'	1475.00'	35°01'09"	S 77°47'08" E	887.55'
C4	851.79'	1325.00'	36°49'59"	N 76°52'43" W	837.19'
C5	1160.81'	1475.00'	45°05'29"	N 72°44'58" W	1131.09'
C6	813.76'	1475.00'	31°36'36"	N 34°23'56" E	803.48'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°31'27" E	157.83'
L2	S 18°35'38" E	531.22'
L3	S 50°12'14" E	2417.41'
L4	N 84°42'17" E	255.19'
L5	S 00°37'06" E	176.31'
L6	N 58°27'44" W	47.15'
L7	S 84°42'17" W	255.19'
L8	N 50°12'14" W	2417.41'
L9	N 18°35'38" W	580.30'

EXHIBIT B-2

LINE, CURVE & PARCEL TABLES

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN SECTION 36, T-11-S, R-11-E, AND IN G.L.O. LOT 3 OF THE SW¼ OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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September 23, 2019
Psomas #7MAN190101

EXHIBIT A

LEGAL DESCRIPTION
RIGHT-OF-WAY

A portion of those parcels recorded in Docket 13752, Page 852, records of Pima County, Arizona, located in General Land Office Lot 3 and Lot 4 of the southwest one-quarter of Section 31, Township 11 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of said Section 31, monumented by a 2-1/2" aluminum cap, marked "T11S, R11E, S1|S6/S36|S31, T12S, R12E, PSOMAS, RLS 18557", from which the west one-quarter corner of said section, monumented by a 1/2" rebar, bears N 00°42'58" W (basis of bearing for this legal description) a distance of 2644.10 feet as shown in Record of Survey Book 55, Page 84, records of said Pima County;

THENCE upon the west line of said southwest one-quarter of Section 31, N 00°42'58" W a distance of 2153.73 feet to the proposed southerly right-of-way of Adonis Rd, lying on the arc of a non-tangent curve, concave northerly, a radial line of said curve through said point having a bearing of S 01°36'41" E;

THENCE easterly upon the arc of said curve, to the left, having a radius of 1475.00 feet and a central angle of 3°41'02" for an arc length of 94.84 feet;

THENCE N 84°42'17" E a distance of 255.19 feet to a point of curvature of a tangent curve, concave southerly;

THENCE easterly upon the arc of said curve, to the right, having a radius of 1325.00 feet and a central angle of 10°25'33" for an arc length of 241.10 feet to the **POINT OF BEGINNING**;

THENCE continue easterly upon the arc of said curve, to the right, having a radius of 1325.00 feet and a central angle of 4°27'30" for an arc length of 103.10 feet to a point of cusp of a radial curve, concave southeasterly;

THENCE southwesterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 95°09'29" for an arc length of 41.52 feet;

THENCE S 4°25'51" W a distance of 164.10 feet to a point of curvature of a tangent curve, concave easterly;

THENCE southerly upon the arc of said curve, to the left, having a radius of 1500.50 feet and a central angle of 32°25'16" for an arc length of 849.07 feet;

THENCE S 27°59'25" E a distance of 509.28 feet to the northerly right-of-way of Tangerine Road, recorded in Docket 11487, Page 2029, records of said Pima County, lying on the arc of a non-tangent curve, concave southeasterly, a radial line of said curve through said point having a bearing of N 37°36'17" W;

THENCE southwesterly upon the arc of said curve, to the left, having a radius of 1104.95 feet and a central angle of 2°41'38" for an arc length of 51.95 feet;

THENCE N 27°59'25" W a distance of 519.16 feet to a point of curvature of a tangent curve, concave easterly;

THENCE northerly upon the arc of said curve, to the right, having a radius of 1551.50 feet and a central angle of 32°25'16" for an arc length of 877.92 feet;

THENCE N 4°25'51" E a distance of 169.27 feet to a point of curvature of a tangent curve, concave southwesterly;

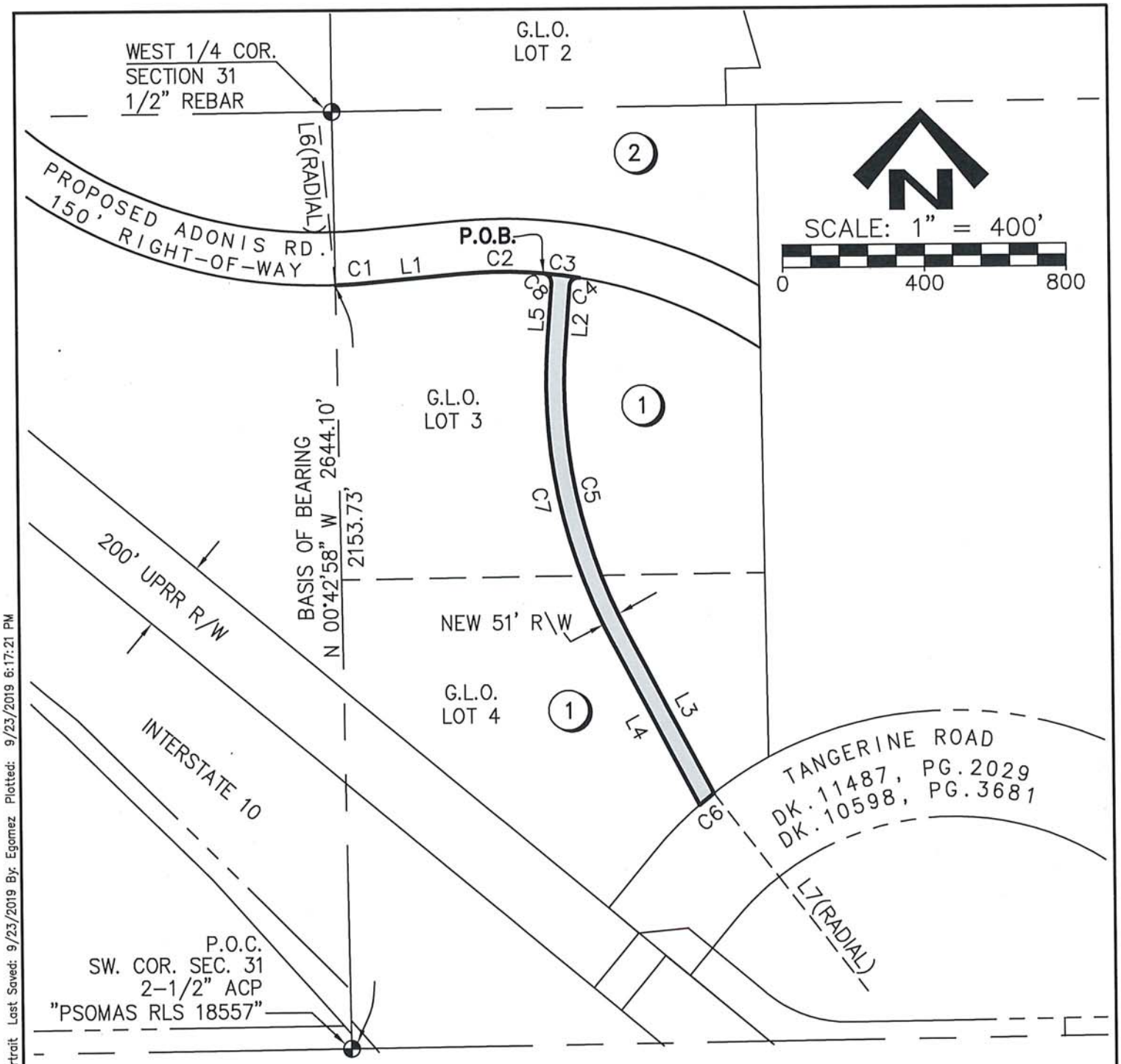
THENCE northwesterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 89°18'01" for an arc length of 38.96 feet to the **POINT OF BEGINNING.**

Containing an area of 1.85 acres, more or less.

See Exhibits B-1 & B-2 attached hereto and made a part hereof.

Prepared By:
Psomas

Ernest Gomez, AZ. R.L.S. 27739



(#) = PARCEL I.D.; SEE PARCEL TABLE (EXHIBIT B-2)

ACP = ALUMINUM CAPPED PIN

SEE LINE\CURVE TABLES EXHIBIT B-2

EXHIBIT B-1

RIGHT-OF-WAY

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN G.L.O. LOT 3 AND LOT 4 OF THE SW¼ OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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PARCEL TABLE

KEYNOTE	APN	OWNER	DOCKET	PAGE	SEQUENCE NO.
(1)	218-49-002B	MANDARINA LLC	13752	852	20100360173
(2)	218-49-002C	MANDARINA LLC	13752	852	20100360173

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	94.84'	1475.00'	3°41'02"	N 86°32'48" E	94.82'
C2	241.10'	1325.00'	10°25'33"	N 89°55'04" E	240.77'
C3	103.10'	1325.00'	4°27'30"	S 82°38'25" E	103.08'
C4	41.52'	25.00'	95°09'29"	S 52°00'35" W	36.91'
C5	849.07'	1500.50'	32°25'16"	S 11°46'47" E	837.78'
C6	51.95'	1104.95'	2°41'38"	S 51°02'54" W	51.95'
C7	877.92'	1551.50'	32°25'16"	N 11°46'47" W	866.26'
C8	38.96'	25.00'	89°18'01"	N 40°13'10" W	35.14'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 84°42'17" E	255.19'
L2	S 04°25'51" W	164.10'
L3	S 27°59'25" E	509.28'
L4	N 27°59'25" W	519.16'
L5	N 04°25'51" E	169.27'
L6	S 01°36'41" E	1475.00' RADIAL
L7	N 37°36'17" W	1104.95' RADIAL

EXHIBIT B-2

LINE, CURVE & PARCEL TABLES

A PORTION OF THOSE PARCELS RECORDED IN DK. 13752, PG. 852, RECORDS OF PIMA COUNTY, ARIZONA, LOCATED IN G.L.O. LOT 3 AND LOT 4 OF THE SW¼ OF SECTION 31, T-11- S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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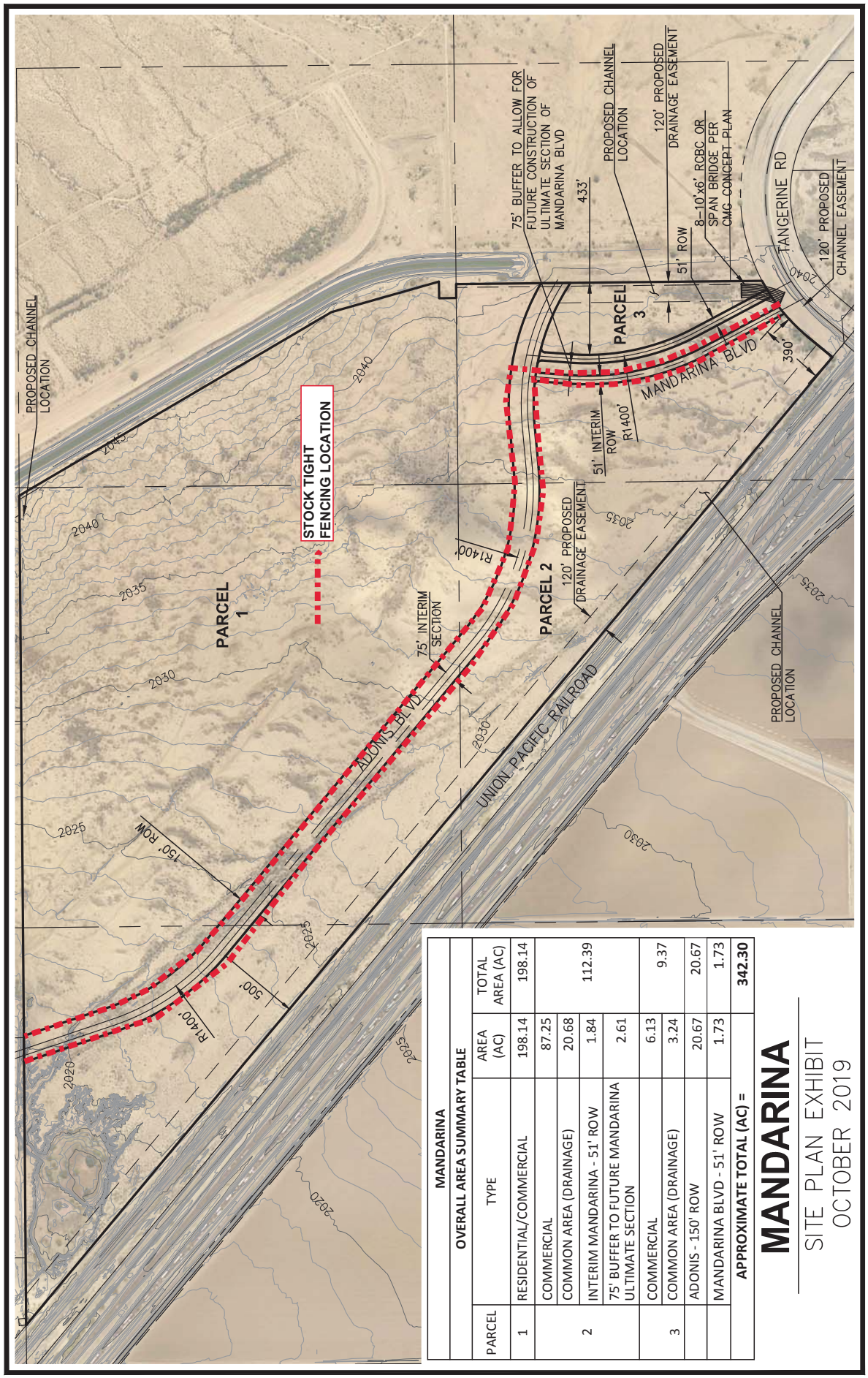

MANDARINA

OVERALL AREA SUMMARY TABLE

PARCEL	TYPE	AREA (AC)	TOTAL AREA (AC)
1	RESIDENTIAL/COMMERCIAL	198.14	198.14
2	COMMERCIAL	87.25	112.39
	COMMON AREA (DRAINAGE)	20.68	
	INTERIM MANDARINA - 51' ROW	1.84	
	75' BUFFER TO FUTURE MANDARINA ULTIMATE SECTION	2.61	
3	COMMERCIAL	6.13	9.37
	COMMON AREA (DRAINAGE)	3.24	
	ADONIS - 150' ROW	20.67	20.67
	MANDARINA BLVD - 51' ROW	1.73	1.73
	APPROXIMATE TOTAL (AC) =		**342.30**

MANDARINA

SITE PLAN EXHIBIT
OCTOBER 2019