



AMENDED MAY 28, 2020 @ 10:10 A.M.

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 2, 2020, 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 June 2, 2020, 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*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

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

Due to concerns related to the COVID-19 pandemic, as an alternative to appearing in person citizens may speak during the Call to the Public or Public Hearings or when called upon by Council by using Zoom, as directed below:

Please click the link below to join the Council meeting:

<https://us02web.zoom.us/j/87862893829?pwd=bIY4UUVLZ3dYcGZLQkFXY2xqdGNwUT09>
Password: 536715

Please note that in using this option, you will not be able to watch video of the Council meeting, you will only be able to hear the meeting and to speak if you are called upon.

For instructions on joining and participating in the Virtual Town Council Meeting click here: <https://www.maranaaz.gov/virtual-meetings>

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

Accessibility

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

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Development; presentation, discussion, and possible direction regarding a Marana Small Business Assistance Program (Jason Angell)

CONSENT AGENDA

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

- C1 Resolution No. 2020-054: Relating to Development; accepting Midfield Road Station 13+35 to 27+50 for maintenance (Keith Brann)
- C2 Resolution No. 2020-055: Relating to Development; amending plat note 13 of the Desert Oasis at Twin Peaks subdivision plat concerning the timing of building permits relative to the issuance of a letter of map revision by the Federal Emergency Management Agency (Frank Cassidy)
- C3 Resolution No. 2020-056: Relating to Utilities; approving and authorizing the Mayor to sign the Lease with CalPortland Company for the Rillito Vista sewer ponds (Frank Cassidy)

- C4 Approval of the Regular Council Meeting Summary Minutes of May 19, 2020
(Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2020-057: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Board of Adjustment (Cherry L. Lawson)

COUNCIL ACTION

- A1 Resolution No. 2020-058: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement (Frank Cassidy)
- A2 Resolution No. 2020-059: Relating to Development; approving the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A located south of Barnett Road, north of Moore Road and east of Sandario Road (Brian D. Varney)
- A3 Resolution No. 2020-060: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2021 (Heath Vescovi-Chiordi)
- A4 Resolution No. 2020-061: Relating to Capital Improvement Projects; authorizing swift Town construction of the Adonis Road Improvements; and approving and authorizing the Mayor to sign the Second Amendment to Villages of Tortolita Development Agreement and the First Amendment to Mandarinina Mediation Agreement (Frank Cassidy)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)
- D2 *Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2020/2021 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)*
- D3 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

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).
- E2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Board of Adjustment.

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

P1

Meeting Date: 06/02/2020

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Steven Cheslak, Principal Planner

Date: June 2, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Development; presentation, discussion, and possible direction regarding a Marana Small Business Assistance Program (Jason Angell)

Discussion:

A request by the Council was made at the May 19th Town Council meeting to Town staff and Marana Chamber of Commerce to explore what could be done to help our small businesses recover from the hardship they have been experiencing as a result of the COVID-19 pandemic. Staff members from Development Services, Economic Development, Finance, and the Communications Department then met with Audra Winters, Marana Chamber CEO, to discuss new means of assistance and their implementation to the Marana business community with a coordinated effort between both organizations.

Town staff and Marana Chamber of Commerce representatives will present highlights of recent improvements to Development Services document processing, newly launched business-related initiatives, customer survey data, as well as, a community-wide business informational campaign that is in development.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Council's pleasure.

Attachments

No file(s) attached.



Council-Regular Meeting

C1

Meeting Date: 06/02/2020

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Development Engineering Manager

Date: June 2, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-054: Relating to Development; accepting Midfield Road Station 13+35 to 27+50 for maintenance (Keith Brann)

Discussion:

As a requirement for residential development in Gladden Farms II, the Developer has constructed phase 2 of Midfield Road in accordance with the approved plans from Station 27+50 to 13+35. With this resolution, Marana will be accepting for maintenance all improvements within the segment of Midfield Road right-of-way, including curbing, asphaltic concrete, drainage structures, regulatory traffic control devices, potable and non-potable water system. The segment length is 1,560 linear feet.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-054, accepting Midfield Road from Station 13+35 to Station 27+50 for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2020-054, accepting Midfield Road from Station 13+35 to 27+50 for maintenance.

Attachments

Resolution No. 2020-054

MARANA RESOLUTION NO. 2020-054

RELATING TO DEVELOPMENT; ACCEPTING MIDFIELD ROAD STATION 13+35 TO 27+50 FOR MAINTENANCE

WHEREAS Gladden Phase II L.L.C. has completed public improvements acceptable to Town standards in accordance with the Private Improvement Agreement for Gladden Farms Midfield Road Phase 2, Station 13+35 to 27+50.

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

Section 1. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.27 miles of Midfield Road as depicted on Exhibit A.

Section 2. The Town accepts for maintenance the potable water system serving Gladden Farms, consisting of approximately 1,562 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of \$139,685.80.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this ____ day of _____, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCH03" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING 500°30'03"E.

BASIS OF ELEVATION

BASIS OF ELEVATION BEING A 1/2" IRON PIN AT THE INTERSECTION OF MOORE ROAD & POSTVALE ROAD. SAID MONUMENT ALSO BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST. ELEVATION BEING 2006.43 (NAVD 88).

GRADING NOTES

1. AN ACCEPTED COPY OF THIS PLAN SHALL BE KEPT ON LOCATION AT THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
2. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2015 EDITIONS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
3. A GEOTECHNICAL ENGINEERING INVESTIGATION, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY TERRACON, PROJECT NUMBER 63085177. OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT, DATED DECEMBER 8, 2008 AND ADDENDA DATED DECEMBER 16, 2008.
4. ALL CONCRETE SHALL COMPLY WITH PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 1006, CLASS 3, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
5. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
6. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
7. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES WITHIN THE WORK AREA PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.
8. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES PRIOR TO CONSTRUCTION.
9. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION OR THE RELEASE OF ASSURANCES.
10. ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND ACCEPTED BY THE TOWN ENGINEER FOR THE TOWN OF MARANA PRIOR TO CONSTRUCTION.
11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
12. ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
13. UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE, AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT SHOWN ON THE PLANS; THEREFORE, THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT OF DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.
14. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795, PURSUANT TO A.R.S. 41-865.
15. IF ANY UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE SUBDIVISION ENGINEER.
16. THE BURROWING OWL IS IDENTIFIED AS A SENSITIVE SPECIES AND IS ADDRESSED UNDER THE TOWN OF MARANA'S HABITAT CONSERVATION PLAN. THE OWL, IS KNOWN TO OCCUR IN AND AROUND AGRICULTURAL FIELDS IN THE TOWN OF MARANA. THIS IS A VERY VISIBLE SPECIES; ALTHOUGH IT IS NOT LISTED AS ENDANGERED OR THREATENED, IT IS VERY EASY TO MANAGE. THE TOWN ENCOURAGES GRADING CREWS TO BE ALERT FOR THE BIRDS (WHICH CAN BE SPOTTED STANDING ON THE GROUND, PARTICULARLY ALONG THE PERIMETER OF FIELDS). IF GRADING CREWS FIND A BURROWING OWL DURING GRADING, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENT AT (520) 628-5376. THEY WILL COME OUT AND RELOCATE THE BIRD(S) OFFSITE.
17. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
18. PRIOR TO CONSTRUCTION AND/OR HEAVY EQUIPMENT TRAVEL OVER THE PIPELINE, DEVELOPER/CONTRACTOR SHALL (A) PROVIDE EPNG WITH A LIST OF ALL HEAVY EQUIPMENT PROPOSED TO CROSS OR PARK OVER THE PIPELINE, INCLUDING MAKE, MODEL, AND WEIGHT, SO THAT EPNG MAY MAKE PIPELINE STRESS CALCULATIONS FOR SAFETY; AND (B) DETERMINE THE PIPELINE'S DEPTH AT POINTS OF CROSSING.
19. SINCE THIS PROJECT WILL REQUIRE A BURROWING OWL SURVEY AND THE PROJECT AREA IS CURRENTLY FARM FIELDS, THE PROJECT AREA WILL NEED TO BE STAKED SO THAT JANINE SPENCER CAN IDENTIFY THE SURVEY AREA. ALSO, PLEASE MAKE SURE THAT ALL LAND OWNERS ARE AWARE THAT SHE WILL BE DOING THE SURVEY ONCE A DATE HAS BEEN ARRANGED WITH HER. THE REQUIRED BURROWING OWL SURVEY WILL NEED TO BE COMPLETED PRIOR TO THE ISSUANCE OF A GRADING PERMIT.

**FOR PAVING NOTES, SEWER NOTES
AND GENERAL NOTES - SEE SHEET 11
FOR STRIPING AND SIGNING NOTES
SEE SHEET 14**

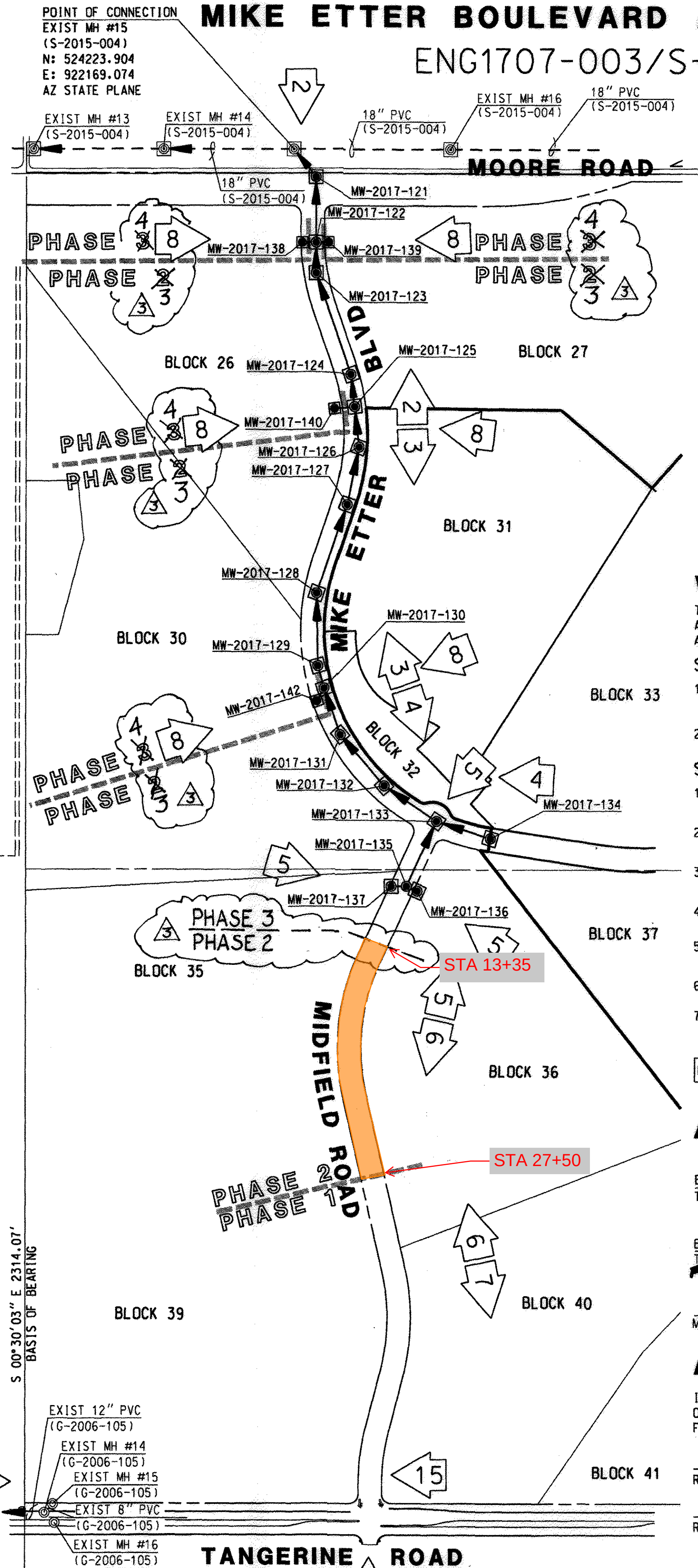
RICK
ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD, SUITE 111
TUCSON, AZ 85712
520-795-1000
(FAX) 520-322-6956
rickengineering.com

Contact Arizona 811 at least two full
working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

PUBLIC ROADWAY IMPROVEMENT AND PUBLIC SEWER PLANS FOR GLADDEN FARMS BLOCKS 26-43

MIKE ETTER BOULEVARD AND MIDFIELD ROAD

ENG1707-003/S-2017-008



THESE AS-BUILT PLANS ARE BASED ON
FIELD OBSERVATIONS OF THE REGISTERED
OR CERTIFIED PROFESSIONAL OR THE
PROFESSIONAL'S AGENTS AND INFORMATION
RECEIVED FROM THE PROJECT OWNER,
PROJECT CONTRACTORS AND/OR PUBLIC
AGENCIES.

WORK TO BE DONE

THE IMPROVEMENTS AND GRADING CONSIST OF THE FOLLOWING WORK TO BE DONE
ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DETAILS OF PIMA
ASSOCIATION OF GOVERNMENTS.

STANDARD SPECIFICATIONS

- 1) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS.
- 2) STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION (2016 EDITION) PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.

STANDARD DETAILS/DRAWINGS

- 1) STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS.
- 2) PAVEMENT MARKING DESIGN MANUAL (AUGUST 2008 EDITION), PIMA COUNTY CITY OF TUCSON.
- 3) TRAFFIC SIGNING DESIGN MANUAL (MAY 2002 EDITION), PIMA COUNTY AND CITY OF TUCSON.
- 4) THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
- 5) UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENTS, 2012 EDITION.
- 6) SUBDIVISION STREET STANDARDS MANUAL, TOWN OF MARANA (2016 EDITION).
- 7) STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION (2016 EDITION) PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.

FOR HORIZONTAL CONTROL TIES, SEE SHEETS 2 & 5.

ACCEPTED

BY: *[Signature]* P.E. 2/27/18
TOWN OF MARANA DEVELOPMENT ENGINEER/TOWN ENGINEER DATE

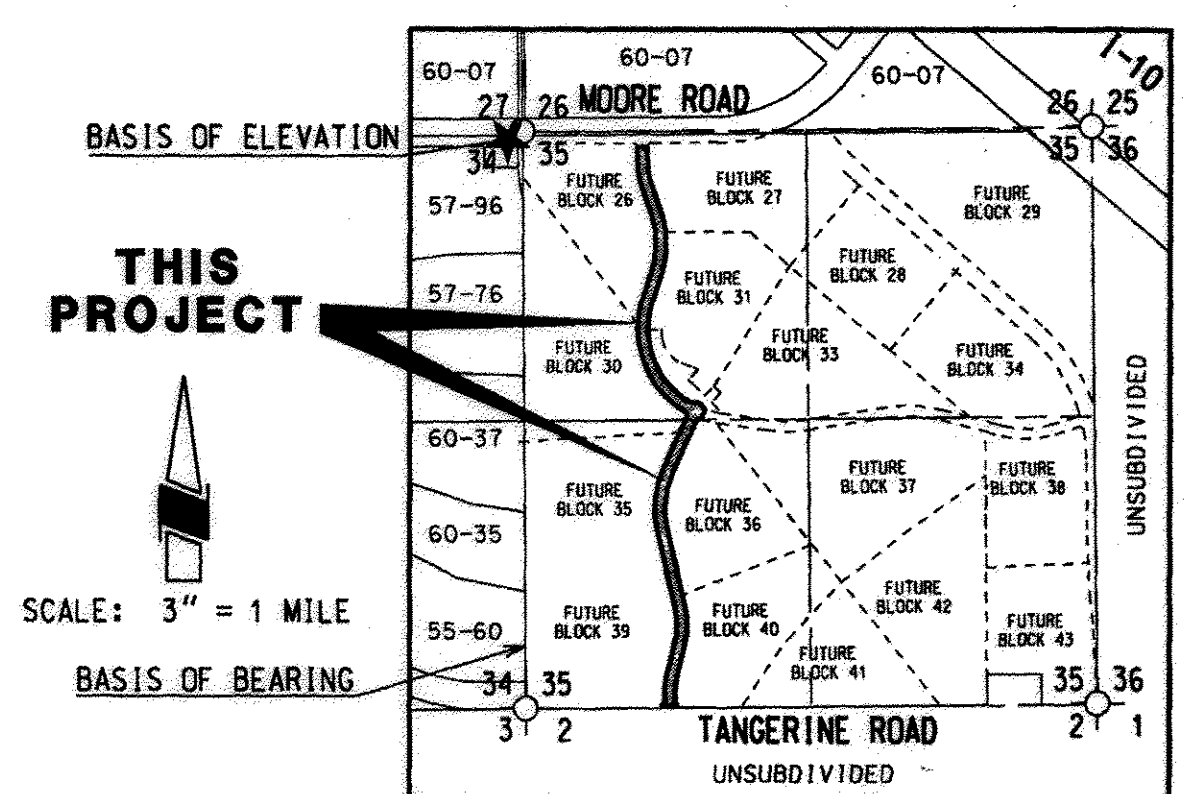
BY: *[Signature]* C.P. 3/1/18
TOWN OF MARANA PLANNING DIRECTOR DATE

BY: *[Signature]* 2-16-18
MARANA WATER DIRECTOR DATE

AS-BUILT CERTIFICATION:

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

NO.	BY	DATE	REVISION
5	REC	12/18	REVISED SHEETS 5, 6 & 13-15
4	REC	11/18	REVISED SHEETS 4-7 & 9
3	REC	10/18	REVISED SHEETS 1-3, 5, 14 & 16 & 6
2	REC	07/18	REVISED SHEETS 7, 15
1	REC	05/18	REVISED SHEETS 6, 7 & 15, 16



LOCATION MAP

SECTION 35, T 11 S, R 11 E
G & SRM, TOWN OF MARANA
PIMA COUNTY, ARIZONA

OWNER/DEVELOPER

GLADDEN PHASE II, L.L.C.
C/O CROWN WEST LAND GROUP
333 EAST WETMORE ROAD, SUITE 250
TUCSON, AZ 85705
ATTN: DEAN WINGERT
(520) 888-3962

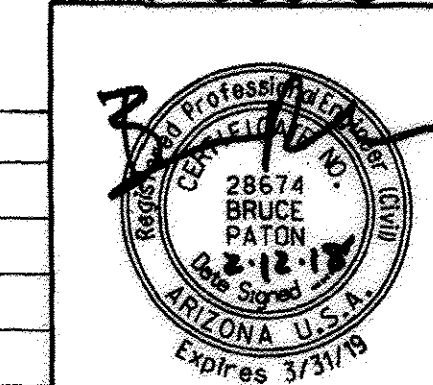
SHEET INDEX

- 1 COVER SHEET
- 2-8 PAVING AND SEWER PLAN & PROFILES
- 9-10, 15 DETAILS
- 11 NOTES
- 12-13 STRIPING AND SIGNING PLANS
- 14 STRIPING AND SIGNING NOTES
- 15 SIDEWALK INSTALLATION
- 16 LIMITS OF FARM IMPROVEMENTS REMOVALS

LEGEND

ITEM	STANDARD DETAIL	SYMBOL
A.C. PAVING (REGULAR)	SEE DETAIL C, SHEET 9	
6" VERTICAL CURB (TYPE 1G)	SD 209	
TOP OF CURB ELEVATION		TC 52.50
EXIST ELEVATION		(TC 49.5)
PROPOSED SEWER	RWRD 104	
PROPOSED SEWER MANHOLE	RWRD 205, RWRD 211	
PROPOSED MH W/CONC COLLAR	RWRD 212	
FUTURE NEW POTABLE WATERLINE W/VALVE	(FOR REFERENCE ONLY)	12" W
FUTURE NEW NON-POTABLE WATERLINE W/VALVE	(FOR REFERENCE ONLY)	8" NP
RIP RAP PAD		
DETAIL REFERENCE	X = DETAIL IDENTIFICATION Y = SHEET SHOWING DETAIL	
PROPOSED SLOPE		
RIP RAP SLOPE PROTECTION	SEE NOTE SHEETS 4-7	
EXIST CONTOUR		2750
PROPOSED CONTOUR		
DAYLIGHT LINE		
EASEMENT LINE		
DIRECTION OF FLOW OR SWALE		
0100 DISCHARGE		
PROPOSED 100-YEAR FLOOD PRONE LIMITS		
CURB ACCESS RAMP	TOM SD 600-1 & 600-2	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
EXIST SEWER AND MANHOLE		
EXIST UNDERGROUND ELECTRIC LINE		UGE
EXIST GAS LINE		G
EXIST OVERHEAD ELECTRIC/TV CABLE LINE		OHE/CATV
EXIST CURB & PAVEMENT		
PROJECT BOUNDARY		
LOT NUMBERS		23
TEP SWITCH CABINET	(FOR REFERENCE ONLY)	
TEP J-BOX	(FOR REFERENCE ONLY)	
TEP PULL BOX	(FOR REFERENCE ONLY)	
PHASE LINE		
SHEET INDEX		3

S-2017-008
ENG1707-003
PRV-06073



PUBLIC ROADWAY IMPROVEMENT AND PUBLIC SEWER PLANS FOR			
GLADDEN FARMS BLOCKS 26-43 MIDFIELD ROAD AND MIKE ETTER BOULEVARD			
HORIZ: 1" = 300'	VERT: N/A	PROJ# 3622A	
DESIGNER: SOH 06/17	ENGINEER: BMP 06/17	SHEET:	
DRAFTER: RSM 06/17	CHECKED:		1 OF 16

EXHIBIT A



Council-Regular Meeting

C2

Meeting Date: 06/02/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 2, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-055: Relating to Development; amending plat note 13 of the Desert Oasis at Twin Peaks subdivision plat concerning the timing of building permits relative to the issuance of a letter of map revision by the Federal Emergency Management Agency (Frank Cassidy)

Discussion:

Desert Oasis at Twin Peaks is a 74-lot subdivision plat recorded in 2018 for the property located east of Twin Peaks Road and north of Oasis Road. Plat note 13 states: "No building permits will be issued for lots with FEMA floodprone line encroachments (Lots 1-11, 20-26, 36-39 and 47-57) prior to approval of a LOMR (Letter of Map Revision)."

Mattamy Homes, the developer of the Desert Oasis development, secured a Conditional Letter of Map Revision (CLOMR) from the Federal Emergency Management Agency (FEMA) and successfully completed improvements to protect the lots of the subdivision from flooding. As a result, Desert Oasis was granted a final Letter of Map Revision (LOMR) which will remove its lots from the FEMA floodplain. Unfortunately, due to the COVID-19 pandemic, there has been a delay in FEMA processing LOMRs across the country. Consequently, the Desert Oasis LOMR will not be effective until late September of 2020.

To aid with scheduling, Mattamy Homes has requested that the Town issue building permits for lots within Desert Oasis that will be removed from the FEMA floodplain when the LOMR becomes effective. Mattamy has agreed to pull floodplain use permits that demonstrate that the lots as constructed are in compliance with the pre-LOMR floodplain's building requirements, and has agreed not to sell the homes until the LOMR is effective.

Marana Town Code section 17-15-10-E.9.d prohibits subdivision lots affected by a LOMR from being released from subdivision assurance agreements or from having certificate of occupancies granted until the LOMR is effective. The Town Code does not prohibit the issuance of building permits for lots affected by a LOMR. The language of the plat note exceeds the requirements of the Town Code.

The affected Desert Oasis lots are subject to a third party trust assurance agreement, which prohibits the sale of the lots until they are released by the Town. By issuing a compliant floodplain use permit for the current condition and by not releasing the lots from the Desert Oasis third party trust until the LOMR becomes effective, home construction will be in compliance with all applicable Town and FEMA regulations. Staff is therefore in support of removing the plat condition against building permit issuance.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-055, amending plat note 13 the Desert Oasis at Twin Peaks subdivision plat concerning the timing of building permits relative to the issuance of a LOMR by FEMA.

Suggested Motion:

I move to adopt Resolution No. 2020-055, amending plat note 13 the Desert Oasis at Twin Peaks subdivision plat concerning the timing of building permits relative to the issuance of a LOMR by FEMA.

Attachments

Resolution No. 2020-055

MARANA RESOLUTION NO. 2020-055

RELATING TO DEVELOPMENT; AMENDING PLAT NOTE 13 OF THE DESERT OASIS AT TWIN PEAKS SUBDIVISION PLAT CONCERNING THE TIMING OF BUILDING PERMITS RELATIVE TO THE ISSUANCE OF A LETTER OF MAP REVISION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS Desert Oasis at Twin Peaks is a 74-lot subdivision plat recorded in the Pima County Recorder's office on October 19, 2018 at sequence 20182920050 for the property located east of Twin Peaks Road and north of Oasis Road; and

WHEREAS plat note 13 of the Desert Oasis at Twin Peaks subdivision provides: "No building permits will be issued for lots with FEMA floodprone line encroachments (Lots 1-11, 20-26, 36-39 and 47-57) prior to approval of a LOMR (Letter of Map Revision)"; and

WHEREAS Mattamy Homes, the developer of the Desert Oasis development, secured a Conditional Letter of Map Revision (CLOMR) from the Federal Emergency Management Agency (FEMA) and successfully completed improvements to protect the lots of the subdivision from flooding; and as a result, Desert Oasis was granted a final Letter of Map Revision (LOMR) which will remove its lots from the FEMA floodplain; and

WHEREAS, due to the COVID-19 pandemic, there has been a delay in FEMA processing LOMRs across the country; consequently, the Desert Oasis LOMR will not be effective until late September of 2020; and

WHEREAS, to aid with scheduling, Mattamy Homes has requested that the Town issue building permits for lots within Desert Oasis that will be removed from the FEMA floodplain when the LOMR becomes effective; and

WHEREAS Marana Town Code section 17-15-10-E.9.d prohibits subdivision lots affected by a LOMR from being released from subdivision assurance agreements or from having certificate of occupancies granted until the LOMR is effective, but does not prohibit the issuance of building permits for lots affected by a LOMR; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that plat note 13 of the Desert Oasis at Twin Peaks subdivision is hereby amended to provide: "Lots with FEMA floodprone line

encroachments (Lots 1-11, 20-26, 36-39 and 47-57) shall not be released from subdivision assurance agreements and shall not be issued a certificate of occupancy prior to approval of a LOMR (Letter of Map Revision)".

IT IS FURTHER RESOLVED that this resolution shall be promptly recorded in the office of the Pima County Recorder, to give notice of the plat note amendment.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

C3

Meeting Date: 06/02/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 2, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-056: Relating to Utilities; approving and authorizing the Mayor to sign the Lease with CalPortland Company for the Rillito Vista sewer ponds (Frank Cassidy)

Discussion:

The Town of Marana acquired the rights and obligations of the Rillito Vista Water Reclamation Facility (WRF) as part of its June 2013 wastewater acquisition from Pima County. The Rillito Vista WRF consisted primarily of open sewer ponds that have now been bypassed with the construction of the Tangerine-Downtown Sewer Conveyance System. Despite now having been bypassed, the Rillito Vista sewer ponds must continue to be maintained by the Town until they are closed in accordance with state and federal environmental laws and regulations.

The Rillito Vista sewer ponds are located on land owned by CalPortland Company. The 2013 wastewater acquisition from Pima County included the assignment of a 2005 lease between CalPortland and Pima County for the Rillito Vista WRF. The final five-year extension of the 2005 lease will end on June 30, 2020.

Town staff has negotiated a new five-year Lease with CalPortland. The lease rate has been increased to \$2,000 per year (it was \$1,770 in the last year of the current lease).

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Y

Amount: \$2,000

The lease payment is budgeted out of the Water Reclamation fund.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2020-056 approving and authorizing the Mayor to sign the Lease with CalPortland Company for the Rillito Vista sewer ponds.

Suggested Motion:

I move to adopt Resolution No. 2020-056, approving and authorizing the Mayor to sign the Lease with CalPortland Company for the Rillito Vista sewer ponds.

Attachments

Resolution No. 2020-056
Rillito Vista Sewer Ponds Lease

MARANA RESOLUTION NO. 2020-056

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE LEASE WITH CALPORTLAND COMPANY FOR THE RILLITO VISTA SEWER PONDS

WHEREAS the Town of Marana acquired the rights and obligations of the Rillito Vista Water Reclamation Facility (WRF) as part of its June 2013 wastewater acquisition from Pima County; and

WHEREAS the Rillito Vista WRF consisted primarily of open sewer ponds that have now been bypassed with the construction of the Tangerine-Downtown Sewer Conveyance System, Town of Marana Project No. WR010; and

WHEREAS the Town is required to continue to maintain the Rillito Vista sewer ponds until they are closed in accordance with state and federal environmental laws and regulations; and

WHEREAS the Rillito Vista sewer ponds are located on land owned by CalPortland Company; and

WHEREAS the final five-year extension of the 2005 lease entered into between CalPortland and Pima County and assigned to Marana as part of the wastewater acquisition will end on June 30, 2020; and

WHEREAS a new five-year Lease has been negotiated with CalPortland by Town staff; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Lease with CalPortland Company for the Rillito Vista sewer ponds, a copy of which is included in the agenda material accompanying this resolution, is hereby approved, the Mayor is authorized to sign it for and on behalf of the Town of Marana, and the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of this resolution and the lease.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of June 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

LEASE

THIS LEASE (this "Lease") is entered into as of July 1, 2020, by and between CALPORTLAND COMPANY, a California corporation, successor by merger to Arizona Portland Cement Company, an Arizona corporation ("CalPortland" or "Landlord"); and the TOWN OF MARANA, an Arizona municipal corporation, ("Marana" or "Lessee"). CalPortland and Marana are sometimes collectively referred to as the "Parties," either of whom is sometimes individually referred to as a "Party."

1. *Leased property.* Landlord hereby leases to Tenant, subject to the terms and conditions set forth below, the following described real property (the "Premises") situated in Pima County, Arizona:

A portion of the Southwest Quarter of the Southeast Quarter of Section 6, Township 12 South, Range 12 East, G&SRB&M, Pima County, Arizona, being more particularly described as follows:

COMMENCING at the Southwest corner of Rillito Vista Subdivision as recorded in the office of the County Recorder of Pima County, Arizona, at Book 21 of Maps and Plats, Page 76;

THENCE South 00° 17' 43" East, 92.00 feet;

THENCE North 89° 48'10" East, 72.50 feet to the TRUE POINT OF BEGINNING;

THENCE South 00° 17' 43" East, 55.00 feet;

THENCE South 89° 48'10" West, 72.50 feet;

THENCE South 00° 17' 43" East, 50.00 feet;

THENCE North 89° 48'10" East, 72.50 feet;

THENCE South 00° 17' 43" East, 265.00 feet;

THENCE North 89° 48'10" East, 635.00 feet;

THENCE North 00° 17' 43" West, 412.00 feet;

THENCE South 89° 48'10" West, 504.50 feet;

THENCE South 00° 17' 43" East, 42.00 feet;

THENCE South 89° 48'10" West, 130.50 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 5.96 acres.

2. *Representation and Warranty by Marana Regarding New Line.* Lessee hereby represents and warrants to Landlord that a new sewer line was constructed west of the Rillito Vista WRF (the "New Line"), that the New Line has been connected to the Rillito Vista WRF and that the New Line was put into service on or before March 7, 2018.

3. *Term.* The term of this Lease shall be for a term of 5 years commencing on July 1, 2020 and ending on June 30, 2025, unless sooner terminated as provided in this Lease.

4. *Rent.*

a. *Rent.* During the term Lessee shall pay to Landlord, as rent for the Premises, \$2,000.00 per year payable annually, in advance.

b. *First and annual payments for initial term.* The first annual rent payment for the period from July 1, 2020 to June 30, 2025, shall be due and payable within thirty days after the execution of this Lease. Future rental payments shall be made to Landlord annually on or before July 1 of each year during the term of this Lease.

c. *Payment address.* Rent payments are payable to:

CALPORTLAND COMPANY
P.O. Box 338
Rillito, Arizona 85654

5. *Option to terminate.* Lessee shall have the option to terminate this Lease effective on June 30th of any year, by delivering to Landlord written notice not later than April 1 of that year.

6. *Nuisance.* It is understood that Lessee intends to maintain sewage disposal and conveyance facilities on the Premises. Lessee agrees that it will maintain and operate the facilities in good and workmanlike manner and in compliance with all applicable environmental, health and other laws and regulations. Lessee further agrees that it will maintain and operate the facilities so as not to cause a public or private nuisance. In the event that Lessee operates or maintains the facilities so as to cause a public or private nuisance, Landlord may deliver to Lessee a written demand that such nuisance be abated. In the event the nuisance is not abated within 30 days from the delivery of the demand, Landlord may terminate this Lease, retaining all rentals that shall have been received by Landlord. Such termination shall be effective immediately upon receipt by Lessee of Landlord's written election to terminate.

7. *Access and noninterference by Landlord.* Landlord shall have access to the Premises during regular office hours of the Town of Marana Water Department upon making reasonable prior written request. Landlord shall not unreasonably interfere with the operations of Lessee.

8. *Condition upon termination; cleanup.* At the expiration or other termination of this Lease, for any cause whatsoever, Lessee agrees to leave the Premises in a good, clean and safe condition, as may be required by applicable environmental, health and safety and other laws and regulations. Lessee assumes all responsibility for any reclamation necessary to meet this obligation. However, the Parties agree that Lessee shall be responsible for only the cleanup arising out of or from Lessee's use of the Premises.

9. *Hold harmless.* Lessee shall indemnify, defend at its own cost and hold Landlord harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, loss, cost, liability, expense or damage of any kind or nature (including, without limitation, reasonable attorneys' fees) which arise out of any act, omission or occurrence at the

Premises from and after June 11, 2013 while this Lease remains in effect. This Paragraph 9 shall specifically include, but shall not be limited to, any environmental claims made against Landlord as a result of, on account of or in any way arising from the discharge by Lessee of any material upon the Premises, except for material discharged to, or deposited upon, the Premises by Landlord. Notwithstanding the foregoing to the contrary, Lessee's obligations under this Paragraph 9 shall not apply to the willful misconduct of Landlord or its agents. The provisions of this Paragraph 9 shall survive the expiration or earlier termination of this Lease.

10. *Consent for assignment or sublease.* This Lease shall not be assigned nor shall the Premises be sublet without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion.

11. *Successors and assigns.* Subject to the provisions of Paragraph 10, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

12. *Notice.* Whenever in this Lease it shall be required that notice or demand be given or served by either Party, the notice or demand shall be in writing and shall be delivered personally or forwarded by registered or certified mail, postage prepaid, addressed as follows:

If to the Landlord:

CALPORTLAND COMPANY
P.O. Box 338
Rillito, Arizona 85654
Attention: Plant Manager

With a copy to:

CALPORTLAND COMPANY
2025 E. Financial Way
Glendora, CA 91741
Attention: Property Manager

If to the Lessee:

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

or elsewhere, as the Parties may from time to time designate in writing. Any notice given by certified or registered mail shall be deemed to have been given three business days after having been deposited in the United States mail.

13. *Entire agreement.* This Lease is intended by the Parties as the final expression of the Parties with respect to the subject matter of this Lease and supersedes any prior written or oral agreements.

14. *Severability.* The unenforceability, invalidity or illegality of any provision of this Lease shall not render any other provision unenforceable, invalid or illegal.

15. *Conflicts of interest.* This Lease is subject to A.R.S. § 38-511, regarding the cancellation of contracts involving conflict of interest.

{Signatures appear on following page}

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first set forth above.

“CalPortland” or “Landlord”:
CALPORTLAND COMPANY

“Marana” or “Lessee”:
TOWN OF MARANA

By: _____

Ed Honea, Mayor

Its: _____

Date: _____

Date: _____

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney



Council-Regular Meeting

C4

Meeting Date: 06/02/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 2, 2020

Subject: Approval of the Regular Council Meeting Summary Minutes of May 19, 2020
(Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes, 05/19/2020



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

May 19, 2020 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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Vice Mayor Jon Post, Council Members Dave Bowen, Patti Comerford, Herb Kai, Roxanne Ziegler and John Officer** were present. There was a quorum of council members present constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Bowen moved and Vice Mayor Post second the motion to approve the agenda as presented. Motion passes, 6-1. Nay, Council Member Comerford.

CALL TO THE PUBLIC

Mayor Honea opened the meeting to receive public comments and the below individual provided comments.

Audra Winters wished to thank the Mayor and Council for its support and guidance on behalf of the business community during the past couple of months.

PROCLAMATIONS

P1 Proclamation declaring May 17–23, 2020 as National Public Works Week (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Bowen commented on returning to the Chambers for the meetings, that he was glad to be back.

Council Member Comerford read from a prepared statement as follows, *I love our Town of Marana. I know the rest of the Council does as well. I have spent the last 25 years working with this town, and its wonderful citizens and businesses. I have seen new businesses come and put in the sweat and tears to work hard and see their labor of success.*

Now people are hurting. Job losses, business livelihoods lost or put in extreme jeopardy. People are scared. Messages are confusing.

We worked so hard to get to where we are; how can we lose it all? Everyone has always worked together. We have been through tough times before. We have come out swinging and have succeeded beyond our wildest dreams. We have been blessed. We did it with hard work and determination. Our own staff gave back half a million dollars of their own salaries to help towards that success. I will never forget those sacrifices made so willingly.

I would like to point out that all the decisions made in response to the Covid-19 pandemic for the Town of Marana were made solely by the Mayor and the Town Manager. The Town Manager's report incorrectly states that the rest of the Council were included in the Mayor's order. The rest of the body of six members have never officially approved or disapproved those decisions with an official vote by us. Some of these decisions were made without our knowledge. I want the record to be clear on this.

First, I would like to acknowledge our Town employees who have been working through this pandemic. Our police officers, park crews, street crew, and support staff who have diligently shown up to work day after day putting themselves on the line for those who we serve and a government that proudly serves the public.

I want to thank the Marana Chamber for all the hard work in assisting our businesses during this difficult time. If it were not for you, our businesses would not have had the help they needed to apply for assistance available to them. As far as I know, the Town did not assist the local businesses in any way. Thank you Chamber for your hard work. I know you had to lay off one of your employees and took a cut in salaries as well. I appreciate your dedication and hard work.

For our leadership staff who each have their own offices and stayed employed throughout this pandemic (most of you at six figures), and served at the pleasure your home, shame on you!

You could have worked from the safety of your closed offices. While those were working in the field, you worked from home.

Some of you were bragging about being at your poolside. She does not know this directly, as she was only told hearsay. If this is how our staff leadership works their jobs, I am embarrassed for our Town. We were the only town in the state of Arizona whose staff leaders abandoned their posts. I do not hold each of you responsible, though. I know that some of you were here trying to keep to your responsibilities. This was at the order of your leader, the Town Manager; it is him that I now address.

To stay away from your responsibilities was a cowardly action that no person working in government should ever consider. You have your own office. You can take the precautions to keep yourself safe, yet you expect your staff to carry on in these special circumstances while you sit in the safety of your home. If you want that type of job, get out of government work and get out of Marana. That is not the Marana way, nor should it ever be. The position you have put Marana in is shameful. At this late state, we are now facing to deal with the budget and many other Town responsibilities, and I will not even go into the Adonis Road debacle is strictly your fault. To not keep the Council informed is UNFORGIVABLE. Your lack of leadership speaks for itself. I hope you understand the consequences of your actions or lack of actions.

At our last meeting, I requested that the budget to be distributed to the Council at the earliest convenience. Here we are a week before the meeting to approve the "Manager's budget, and not one thing has been given to us. Yiannis last report was vague and provided no real information. The staff have been working on it for months. The Council needs to be a part of this process. We have been excluded from the process and decisions that need to be made. We are not a rubber stamp to the staff. I am tired of policy decisions being made without our knowledge, let alone our consent. Be ready to roll up your sleeves and get to work! Your decision are not ours, so you had better be ready to put in the real work to be decided by us seven council members. No one vote weighs more than the other does. Get ready because this is not going to be easy and it is going to require many hours of dedication and hard work. If you are not up to it, you might as well get out of the way, because we are going to take care of business. The combination experience up here, you forget, is over 100 years with just the seven of us. You are not going to just fly this budget past us. Twenty percent (20%) cuts – I know right now where I personally would start with the 20% in cuts. Do you?

Mayor Honea stated he has many things to comment on. These last couple of weeks have been somewhat exciting. We opened the parks last Friday, and he visited each one of them on Saturday. He visited Cross Roads, Ora Mae, Honea Park, El Rio, Continental Ranch, but did not go to Tangerine Sky. Though he did receive reports from those who did visit the park, as there were many people there. People were very respectful in all of our parks. The equipment is open. There were a couple of kids on the playground equipment in each of the playgrounds, and parents were social distancing from another

as they watched their kids at play. The parks looked good. He visited the skate park on Saturday, and there were five young men there. He spoke with them stating Marana really wants the park to stay open, and there cannot be 30 or more kids there at a time. The young men were very respectful. He returned to the park on Sunday, and there was only one young man there on his bike in the skate park. There were many families out in the park enjoying the facilities.

He had the privileged of being on a conference call with **Senator McSally** and **Audra Winters** for the Chamber of Commerce last week. He has been in conversation with **Ms. Winters** at least once weekly. He tried to come up with the money for the employee. He thinks the employee is in the process of moving, and has a parent that lives with them. He is unaware whether the employee was hurt that they are no longer employed with the Chamber. He did make an offer, as this Town Council had told him that if Marana could assist them, (not with hundreds of thousands of dollars), Council would do so.

He also had the privileged of being on a phone call with **Governor Ducey**. There were seven mayors in the entire state of Arizona, and he was the only one in Pima County that was ask to participate in the conference call. **Governor Ducey** spoke with the attendees for over an hour. He took questions from those who participated on the call and provided a response. The Governor is supportive of getting people back to work. **Mayor Honea** commented on the questions that he posed directly to **Governor Ducey** stating Pima County had passed 17 rules through its health department to regulate restaurants in Pima County. He stated **Governor Ducey** commented to him that he was aware of the situation in Pima County, as they are working on that. **Mayor Honea** stated he believes that Pima County overstepped its boundary to impose restrictions on businesses in the all communities in the county.

He spoke to **Governor Ducey** about the budget commenting on state share revenue are rumored to be down by 15%, HURF down by 20%, and VLT down by 10% to 15%. He asked **Governor Ducey** whether he would be able to provide the communities with hard figures as soon as possible as we are developing our budgets to provide service to the communities that we serve. **Mayor Honea** reported that **Governor Ducey** stated that they are working diligently to get the work done and provide communities with those figures. He spoke with **Executive Director Farhad Moghimi, Pima Association of Governments (PAG)** stating the March figures for sales tax were down by eight (8%) percent for Pima County. He assumes Marana is down by eight (8%) as well. He believes both April and May will be worse.

He stated **Governor Ducey** had indicated that there may be some federal funding, but do not count on it, as they are fighting in the U.S. Congress and may never come to an agreement. He does not believe that Marana can count on any federal assistance before the budget is present.

Mayor Honea stated he has been working hard and wished to address... when you do a proclamation of emergency, the mayor does not need to ask the Council when you make a direction for staff. He tried to contact every member of this Council each week and speak to them about what he was doing, even though he makes the decision. He has the right legally under the law to make the decision, but really tries to keep everyone informed.

Council Member Comerford replied stating she had thanked **Mayor Honea** for the updates. When the report inaccurately puts the rest of the Council on as, the *orders* that is incorrect. She stated it is the Mayor's orders. **Mayor Honea** replied stating that may be the Mayor's orders, but in conjunction with the Council. Everyone is trying very hard as these are tough times.

He visited three restaurants in the last week including the Feedlot Café in north Marana where the tables were six feet apart, and **Vice Mayor Post** and his family were there dining as well. He visited the Station on Saturday during his tour of the parks. On Monday, he visited Vera Amore', as he goes there often for meetings. He is very proud of our business community, as they have done a phenomenal job.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta reported on the following from the Governor's Executive Order stating the title has changed to "Stay Healthy, Return Smarter, Return Stronger." The organization has adapted several aspects of our work ethic program and our return to work program that is premise on the Governor's Executive Order. This includes individuals who have been identified as being in a special situation, vulnerable health perspective or have health needs such as dependent care or childcare.

Marana has also followed through the Governor's Executive Order of the CDC Guidelines, OSHA Guidelines, and ADHS Guidelines. Nothing that we have done goes beyond but rather is in line with the stated guidelines. He has provide Council with periodic updates on our return to work efforts including a memo that issued to staff.

We are in Phase 2a of the return to work. Phase 1 started immediately following **Governor Ducey's** release of its Executive Order, Friday, May 8. That was a limited opening with front counters being open, public access areas and minimum staff available at that time; every department was represented. As of Monday, May 18, every department is essentially fully staffed to the extent that every employee who is able to will participate in the work office environment if possible. If the employee work is office related and the employee does not need to be in the office for each workday, the Town is continuing with telecommuting or telework. That allows the town to have few people available, while additional plans are being made to ensure that upon return of all employees (next phase), all necessary arrangements would have made.

Until that time, the arrangement is that employees will be in the workweek attending in their workspaces; however, telework will continue for some of them. As a minimum regarding the leadership attendance for every department where there is a director, deputy director, a significant manager of those areas, the person has to be here every day. This is part of Phase 2a at this time.

Essentially, the town follows those guidelines that have been provided by the state and federal level as they recognize the need to continue telework, if the option is available. The town has been very fortunate that in March, we realized just how serious this virus was. Our Technology Services Department made those types of arrangements for staff. Marana was one of the first communities in Arizona to identify individuals who had desk jobs and could perform their job remotely. We were very successful in doing that in the second and third week of the pandemic.

Regarding the latest amendment to the Proclamation of Emergency by the Mayor, and as he would call it, on behalf of the Mayor and Council. The Council did provide by statute the authority to the Mayor to act in certain cases of emergency. That is why his update to Council referenced the word emergency proclamation by the Mayor and Council. If that term is, something that this Council would prefer that is not referenced moving forward, then... **Council Member Comerford** replied stating she is of only one of the six Council Members, that she is telling **Mr. Mehta** no. It is not for her. She does not care if **Mr. Mehta** addresses it to the Mayor and five Council Members, but she is not to be included. The Council has not voted.

Mr. Mehta explained amendment number 7 stating it allows for the expansion outside and beyond the existing floor area. As recent as it has been, the town has received one application was approved within a couple of hours of receipt of the application. **Council Member Comerford** interrupted inquiring about the nature of the application. She asked what it was for. **Mr. Mehta** replied stating one of the requirements for any restaurant or business that want to expand its service area outside, can with a permit. The state-testing blitz that started a month ago intended to be for only three weekends. The third installment held last week, the Governor suggested it be extended through the end of the month.

Last weekend Marana Health Center (MHC) was one of the locations and are now contributing to that effort including diagnostic antibody test. MHC tested 161 individuals during its first weekend, and approximately 1400-1500 throughout Pima County.

Relating to the proclamation for Public Works, this is Public Works Week and they are always prepared for the worst, we are already preparing to launch our preparedness plan for the monsoon season. Our plan will be in place in the event of a major storm event.

Vice Mayor Post stated he had heard today of a rumor that town employees were inspecting businesses, asking whether the rumor is truthful. **Mr. Mehta** replied stating he is unsure whether the rumor is related to enforcement. **Vice Mayor Post** stated he believes it is according to the Governor's order. **Mr. Mehta** replied stating he seriously doubts whether that is an accurate statement. He is hoping it is a rumor, but will follow-up with staff upon receiving further details of the comments. He does not believe that it is coming from any of Marana staff.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2020-042: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

C2 Resolution No. 2020-043: Relating to development; approving a release of assurances for Gladden Farms Block 35 and accepting public improvements for maintenance (Keith Brann)

C3 Resolution No. 2020-044: Relating to Development; approving a preliminary plat for SC Ranch Lots 1-54, Common Areas "A" (Recreation and Drainage) and "B" (Landscape, Drainage and Utilities) located generally at the northeast corner of Sanders and Moore Roads (Steven E. Vasquez)

C4 Resolution No. 2020-045: Relating to Administration; designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2021 expenditure limitation report to the Arizona Auditor General (Jane Fairall)

C5 Resolution No. 2020-046: Relating to Development; approving a Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 1, Lots 39-43, Block 2, and Common Areas "B" and "D", located approximately one mile north of the north terminus of Thornydale Road (Brian D. Varney)

C6 Resolution No. 2020-047: Relating to Development; approving a Final Plat for Moonlight Canyon at Saguaro Ranch, Phase 2, Lots 1-38, Block 1, and Common Areas "A", "C-1", and "C-2" located approximately one mile north of the north terminus of Thornydale Road (Brian D. Varney)

C7 Resolution No. 2020-048: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements (#190419-01

and #190419-02) with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY19 Operation Stonegarden Grant Program (Kristin Taft)

C8 Resolution No. 2020-049: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resources officers in support of the District's School Safety Program (Jane Fairall)

C9 Resolution No. 2020-050: Relating to Community & Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between the Regional Transportation Authority of Pima County and the Town of Marana for the regionalization of public transit and special needs transportation services and maintenance of effort (MOE) funding for fiscal years 2021-2026; and authorizing the Town Manager to execute an annual amendment to the IGA setting forth the amount of the Town's MOE contribution for each fiscal year (Lisa Shafer)

C10 Resolution No. 2020-051: Relating to Marana Regional Airport; approving and authorizing the Town Manager to execute CARES Grant Agreement Number 3-04-0058-023-2020 with the Federal Aviation Administration for funding in an amount not to exceed \$69,000 to help offset a decline in revenues as a result of the COVID-19 Public Health Emergency (Kristin Taft)

C11 Approval of the Regular Council Meeting Summary Minutes of May 5, 2020 (Cherry L. Lawson)

Vice Mayor Post, moved and Council Member Bowen second the motion approving the Consent Agenda as presented. Motion passes, 6-1. Nay, Council Member Comerford.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2020.008: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)

Resolution No. 2020-052: Relating to Finance; declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No.2020.008 (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a brief overview of this item stating the Town created a town-wide, Comprehensive Fee Schedule and standardized fees across all departments. At the time of the Comprehensive Fee Schedule was presented on

during the March 17 Council Meeting, part of their annual process is to review the fees and work internally to ensure that all of Marana fees are appropriate, necessary, and when possible, modernized to streamline those fees. The town is presenting very few changes this year, and as such do not expect any significant financial impacts to our revenue from the additions and changes that are made.

Most of the fees that the town is adding are new fees to the Comprehensive Fee Schedule are airport fees that have existed outside of that schedule until now. The town is incorporating those fees into the Comprehensive Fee Schedule. The remaining changes are changes that deal with increases for pricing for the airport, slight increases for the CPI index changes. There were also changes in parks that bring Marana in line with our neighbors for the use of Marana Parks. Additionally, development and facility use fees were updated to provide consistency and clarification. All of the notices related to this action were properly posted as required by Arizona Revised Statutes; specifically at least 60 days before this meeting, and again 15 days before this evening meeting are the requirements.

Notification letters of possible fee schedule changes were sent to the Southern Arizona Home Builders Association (SAHBA) and the Metropolitan Pima Alliance (MPA) to provide them the opportunity to review the proposed changes to the Comprehensive Fee Schedule and clarify any issues or areas of concern. We did not receive any comments.

If approved, the changes to the comprehensive fee schedule will be effective on July 1, 2020.

Vice Mayor Post move and Council Member Ziegler second the motion to adopt Ordinance No. 2020.008, adopting the amendments to the Town of Marana fee schedule and designating an effective date and Resolution No. 2020-052, declaring the amendments a public record. Motion passes, 6-1. Nay, Council Member Comerford.

A2 Resolution No. 2020-053: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Development Agreement among the Pima County Flood Control District, the Town of Marana, Alta Vista Communities RP LLC, and I.T. Investments Three, L.L.C. for CDO North Bank Improvements, West of Thornydale (Frank Cassidy)

Town Attorney Frank Cassidy provided a brief overview of this item stating the blue sheet has an error as it states in March 2020, the resolution is correct; but the Council looked at this in March 2019. The Council saw this same agreement with the Pima County Flood Control District and the owners of land along the north bank of the CDO Wash, just west of Thornydale Road and south of Aerie Drive. Alta Vista communities has the other property along there behind where Target is located and Lowe's in that area.

Under the agreement approved one year ago, the idea was to connect the loop that runs along CDO west of Interstate 10, and was to connect that under the freeway and under the railroad to the (described by map) this part of the loop. Unfortunately, despite the county and property owners' attempts to get the railroad to the table, they never were not able to meet with the railroad.

With respect to this agreement, the agreement now, cuts out the railroad. It stops the project at the east right-of-way of the railroad. It will still put in the bank protection in there and the linear park. They will put in the linear park in connection under the railroad and the freeway once they can get the railroad to the table. They do want to try to move this development forward now. One of the differences in the agreement is that it is pretty much the same as one year ago; however, there is one difference. Lot 3 that is owned by Alta Vista is at the south end of Camino Martin. The Flood Control District ask that the property be dedicated to the Flood Control District as part of the deal.

That is became a concern to him as he questioned why it would not be dedicated to Marana. **Mr. Cassidy** stated the comment was that they wanted it in connection with linear park activities. His replied stating Marana will not be happy with that unless you are willing to commit to limit the uses so that it is in fact that sort of thing. Marana does not want to have a maintenance yard or similar along those lines on that property in the Town of Marana. As part of this deal, it was amended, to add a covenant enforceable by the Town. If Council approve a use by resolution, then it could go there. Other than that, it is limited to maintenance for the park. The maintenance building cannot be more than 250 sq. ft. It can have parking for the linear park, can be used for the setup of the construction of the linear park, and it could be used in the event of an emergency if they needed to get in there.

This agreement will allow development to occur as it includes the bank protection that is needed for that.

Council Member Comerford stated if they do put in parking, how they would get there to park. **Mr. Cassidy** replied stating it does not address that. **Council Member Comerford** asked in order to do that will they bring plans to the Town. **Mr. Cassidy** replied stating it is a governmental use, so they would not need to obtain permission from the Town. However, on the other hand, they would need a right-of-way use permit to make a connection to Camino Martin. He does not believe that will happen; though he does think the logical approach would be that they would have to go through Alta Vista other properties. In reality, it is likely to stay vacant.

Vice Mayor Post moved and Council Member Officer second the motion to adopt Resolution No. 2020-053, approving and authorizing the Mayor to sign the amended and restated development agreement for CDO North Bank Improvements west of Thornydale Road. Motion passes unanimously, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Mehta reported on the following updates:

FEDERAL:

- Not much new at the Federal Level
- The House passed a piece of legislation to the CARES Act called the “HEROES Act”, which is a \$3T stimulus package in addition to the \$2 that approved by all houses
- The Senate is not expected to approve it and no one knows where it will go.

STATE:

- The State Legislature is back in Session as we speak, meeting today.
- House is moving Senate bills along with no amendments. If they did suggest amendments, the Senate would have to convene to approve them. Bills that have passed the Senate are now with the house. If approved, they would simply pass through without changes.
- The only “extra” bill they are looking to pass is a liability protections bill for businesses specific to COVID19 (multiple versions of this exist, currently, from Senators Leach and Farnsworth, as well as Rep Kavanagh).
- The Legislature will be in session until this Friday. They are expected to adjourn Sine Die on Friday, and set a date for a special session in the near term.

BILL TRACKING:

The Town has been tracking a few bills and two have been mentioned previously to Council is a concern and may continue to be of concern.

- SB1133: Public Works Contracts Bill: This bill submitted by contractors to essentially allow subcontractors to be able to demand payment directly from the project owner (the Town) on any project, instead of from the Prime Contractor. It also would have allows subcontractors to be able to demand payment directly from the project owner that has subcontractors; even verbally request for a “oral change orders,” that we would not have much to do with, we would be required to make payments to a subcontractor. Despite having a contract agreement with the prime contractor. This is a terrible bill.
- Marana, and other jurisdictions, wanted to amend it to where any change orders would HAVE to be put in writing, and that we as the project owner would not be responsible for determining when subcontractors would be paid.

- Unfortunately, due to COVID and the way in which these bills are being heard, the House will offer no amendments. This means the bill would pass as is, with a promise to be reviewed next session to make the suggested revisions. This is a terrible bill from our perspective.

Council Member Ziegler asked for clarification of SB1133. **Mr. Mehta** explained if Marana has a prime contractor who then uses several subcontractors. If the subcontractor needs to be paid, the prime contractor can tell the subcontractor to go to the owner of the project, which would be the Town in that case, for any payments. Instead of the Town only having a payment to the contractor, who pays each of its subcontractors, the Town would have to deal with each of the subcontractors that it does not have a relationship with, or even selected. **Council Member Ziegler** confirmed that the subcontractor could bypass the prime contractor seeking payment from the project owner. In private business, prime contractors are always in control of its subcontractors. She asked who advanced this item forward, as she does not understand the logic behind the bill.

Mr. Mehta continued stating another bill that the Town spoke about a few months ago, called the FedEx bill another Senate bill for personal delivery devices. This is where one may have a robotic machine to deliver packages to businesses and other addresses.

- SB1305: Personal Delivery Devices (FedEx): this bill submitted by FedEx to allow personal delivery devices to operate in cities and towns at their own whim. Our issue with it was that we would not have been able to enforce speed of the devices or areas of operation, like public ROW.
- Fortunately, for us, the League was able to introduce verbiage that was accepted by the bill's sponsor, which allows local government more control, including speed, time and location of operation. The League has agreed to add that language. The bill has moved forward, but has addressed our concerns within it.

Mr. Mehta stated a new bill that is concerning to Marana at this time called the Civil Liabilities Bill that is related to COVID-19.

- CIVIL LIABILITIES BILL: Liability due to COVID19: There were three versions of this bill. One proposed by Senator Leach, another by Senator Farnsworth, and Senator Kavanaugh. Each of the versions varied by a certain extent. Kavanaugh's bill is moving forward. It would attempt to exempt certain organizations or groups from COVID-19 related lawsuits or liabilities. Those groups or organizations includes universities, non-profit, for profit, and school districts. However, this version does not include cities, towns and political jurisdictions.

Mr. Mehta explained that if Marana did something that caused someone to be infected and we did not remedy the issue, then we would be liable in this particular version of

the bill. More details will come on this bill as it continues to move forward. Under the Civil Liabilities Bill, we know that the Governor's Office is actively trying to get this bill dismissed, as they see it as limiting the Governor's powers specific to Executive Orders related to COVID-19 as it relates to preventing or limiting enforcement. At this time, he does not know whether this will become enforceable or will limit the Governor's Executive Orders as he has passed thus far.

Mayor Honea added he had participated in conference calls with each of the mayors in Pima County, the County and the Health Department daily over the last couple of months. Starting this week, the frequency of the calls are down to two days per week. In those conversations, there is no agreement amongst the group; however, they are at the table and talking. He does keep people informed with the outcome of those conversations. At this time, Marana and Sahuarita have indicated that they would like to return to work as quickly as possible. The City of Tucson, not so much.

EXECUTIVE SESSIONS

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).

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(3)&(4) to discuss or consult for legal advice and to consider the Town's position and instruct its attorneys regarding the manner and timing of Adonis Road construction under (i) the Villages of Tortolita Development Agreement as amended, (ii) the Mandarin Mediation Agreement, and (iii) possible amendments to one or both of those agreements.

Mayor Honea ask for a motion to go into the executive session for the purpose as provided on the agenda.

[6:56 PM Minutes:]

Vice Mayor Post, moved and Council Member Kai second the motion to enter into the executive session for the purpose stated on the agenda. Motion passes unanimously, 7-0.

[8:36 PM Minutes:]

Mayor Honea resumed the meeting, and asked **Mr. Cassidy** to assist with the language of the motion.

Mr. Cassidy stated on Item E2 the Town would ask for a motion authorizing Town staff to proceed with negotiations as discussed in executive session to include the Town immediately taking over the construction of Adonis Road, and pursuing that construction as quickly as possible.

Council Member Comerford moved and Council Member Ziegler second the motion authorizing Town staff to proceed with negotiations as discussed in executive session to include the Town immediately taking over the construction of Adonis Road, and pursuing that construction as quickly as possible. Motion passes unanimously, 7-0.

[6:56 PM Minutes:]

Mayor Honea ask for a motion to go into the executive session for the purpose as provided on the agenda.

Vice Mayor Post, moved and Council Member Kai second the motion to enter into the executive session for the purpose stated on the agenda. Motion passes unanimously, 7-0.

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(3)&(4) to discuss or consult for legal advice and to consider the Town's position and instruct its attorneys regarding possible negotiation of amendment to the "District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms Community Facilities District)" and related agreements associated with a possible future bond sale by the Gladden Farms Community Facilities District.

[8:36 PM Minutes:]

Mayor Honea resumed the meeting and asked **Mr. Cassidy** to assist with the language of the motion.

Mr. Cassidy stated for Item E3 on the Council Agenda and Item E2 on the Gladden Farms Community Facilities District Board Agenda, which relates to the negotiation of agreements relating to possible sale of bonds for both of those, the Town would ask for a motion directing Town staff to proceed with those negotiations consistent with those discussions held in executive session.

Board Member Comerford moved and Vice Chair Post second the motion for Item E3 on the Council Agenda and Item E2 on the Gladden Farms Community Facilities District Board Agenda, which relates to the negotiation of agreements relating to possible sale of bonds for both of those, the Town would ask for a motion directing Town staff to proceed with those negotiations consistent with those discussions held in executive session. Motion passes unanimously, 7-0.

FUTURE AGENDA ITEMS

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

Vice Mayor Post requested Council to direct Town staff to investigate what the town could do to help small businesses to jump-start back to where they were pre-pandemic. He asked what the town could do, as he does not know the answer to that question. Perhaps the town can collaborate with the Chamber of Commerce, speak with the business owners who were hurt badly during this pandemic. How can the town and Council assist to help the business community get to where they were. He would like to see this as an agenda item. **Mayor Honea** stated it would have to come forward for the first Council Meeting in June; June 2.

Council Member Ziegler asked for clarification of **Vice Mayor Post** request asking whether the assistance he is referring to is financial. **Vice-Mayor Post** replied stating he is referring to permits, anything the town can do; not financial assistance.

Mayor Honea requested Town staff place this item on the June 2, 2020 Council Agenda.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Officer second the motion to adjourn the meeting. Motion passes unanimously, 7-0. Meeting adjourned at 8:36 p.m.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on May 19, 2020. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

B1

Meeting Date: 06/02/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 2, 2020

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Community: Principal Statement 1: We will maintain and enhance our reputation as a safe and well-planned community.

Initiative #6. Explore and research innovative community planning ideas for incorporation into processes, procedures and codes.

Subject: Resolution No. 2020-057: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Board of Adjustment (Cherry L. Lawson)

Discussion:

Currently, there are two positions open on the Board of Adjustment that seeks to be filled. Council approved the reappointment of Warren Hatcher during its Regular Council Meeting on February 18, 2020. The Clerk's Office received an application of interest from John Flint who is seeking a new appointment to the Board of Adjustment with the term ending, 02/29/2024. A public notice seeking applications was published in the Daily Territorial on January 10, 2020, as well as posted on the Town's website on January 8, 2020. Additionally, in the motion offered by Vice Mayor Post and second by Council Member Bowen approving the reappointment of Warren Hatcher, also directed staff to continue the solicitation of additional applications to this Board. The Town seeks to fill both remaining two vacancies on this Board.

On May 13, 2020, Town Clerk Cherry Lawson sent an email to the Council Committee for Appointments to the Planning Commission and Board of Adjustment asking whether any member desired to interview the applicant for one of the two remaining open positions prior to taking applications to Council for approval. No request was

made; and therefore, staff is forwarding the application to Council for review on tonight's agenda.

At tonight's meeting, the Town Council may do one or more of the following:

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose.
2. Make one or more appointments.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Staff Recommendation:

Staff Recommendation: Council pleasure.

Suggested Motion:

I move to adopt Resolution No. 2020-057, appointing John Flint to the Town of Marana Board of Adjustment with a term expiring February 29, 2024.

Attachments

Resolution No. 2020-057
Application

MARANA RESOLUTION NO. 2020-057

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; MAKING AN APPOINTMENT TO THE TOWN OF MARANA BOARD OF ADJUSTMENT

WHEREAS Marana Land Development Code Section 17-2-2 establishes the procedure for making appointments to the Board of Adjustment and sets the term for each Board member at four years; and

WHEREAS there are currently two vacancies on the Board of Adjustment for terms expiring on February 29, 2024; and

WHEREAS the Mayor and Council have reviewed an application for one of the vacancies; and

WHEREAS the Mayor and Council find that the appointment addressed by this resolution is in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that John Flint is hereby appointed to the Board of Adjustment with a term expiring February 29, 2024.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Board and Commission Application

Town of Marana

Submitted On:
April 30th, 2020 @ 4:09pm

Board or Commission	Board of Adjustment
Please upload your resume here.	https://seam.ly/19sn69lx
First Name	John
Last Name	Flint
Email	
Full Address	Marana AZ
How many years have you lived at this address?	2
How many years have you lived in Marana?	2
Phone Number (Daytime)	
Phone Number (cell or home)	
Occupation	Retired City Manager
Employer	None
What is your vision for the Town?	To see the Town of Marana fulfill its 2040 Plan through responsible economic development and master planning.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	The Town of Marana will need to attract responsible industrial/office/commercial development to support the ever increasing population and the essential services required attendant to that population.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	The Town of Marana's best natural asset is its setting and location, and its best commercial asset is the Ritz Carlton at Dove Mountain.
Please explain your professional background	I have served my entire professional career in local governments, dealing with elected officials and legislative bodies on the local, state and federal levels. In addition, I have dealt extensively with development professionals in the crafting of legislation and the presentation and processing of development applications. During my 22+ years tenure as City Manager of the City of Weston, Florida I oversaw and participated in the reorganization and rewriting of the City's Code of Ordinances, including the City's Land Development Codes. Please see my attached resume for further information.
Describe your experience working with a Council-appointed board or commission	During my 45 years in local government in senior management positions I have extensive experience working with legislatively appointed boards and commissions, as follows: City of Hollywood, Florida Planning & Zoning Board, Board of Appeals & Adjustment. City of Cooper City, Florida Planning & Zoning Board, Beautification Board City of Weston Florida Planning & Zoning Board, Business Tax Equity Study Commission.

Describe a time when you had to stand firm and make a tough or unpopular decision	In October 2017 Hurricane Irma struck southeast Florida, including the City of Weston where I was City Manager at the time. Although the storm caused primarily only vegetative damage, I made the determination that the damage did not rise to the level to warrant a City wide clean up nor meet the criteria for reimbursement from FEMA. This decision was unpopular with many residents and homeowner associations who then had to bear the cost of removal and disposal of their respective debris. The City Commission supported the decision, which when compared with differing actions of neighboring municipalities proved to be the right decision.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	As the City Manager of the municipality in which I resided, my policies, recommendations, and decisions had to take into account what was best for the entire city, not just the community in which I resided. If appointed, I will bring the same objectivity to my position on the Board of Adjustment for all of the residents and business of Marana.
Full Name	Jamie Alan Cole
Full Address	Fort Lauderdale FL
Relationship	City of Weston, FL City Attorney
Phone Number	
Full Name	Shelley Eichner
Full Address	Fort Lauderdale FL
Relationship	City Planner Retired
Phone Number	
Phone Number	
Name of Business	N/A
Person with Interest	N/A
Type of Interest	N/A
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	

AMENDED Regular Council Meeting 06/02/2020

Page 45 of 153

Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	N/A
Signature Data	First Name: John Last Name: Flint Email Address: Signed at: 04/30/2020 01:04PM
Full Date	4 30 2020



Council-Regular Meeting

A1

Meeting Date: 06/02/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 2, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-058: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement (Frank Cassidy)

Discussion:

The original Vanderbilt Farms development agreement was entered into in 2003. Vanderbilt Farms remains undeveloped. The current owners of Vanderbilt Farms are getting ready to market it to developers and builders, and desire to enter into an amended and restated development agreement that identifies, describes, and incorporates all relevant development matters pertaining to Vanderbilt Farms.

To that end, Town staff and the owners of Vanderbilt Farms present the Amended and Restated Vanderbilt Farms Development Agreement for the Town Council's consideration. It methodically identifies and explains the development restrictions for each proposed block of Vanderbilt Farms, as they are shown on the Vanderbilt Farms re-plat which is also being presented for Council consideration and approval at tonight's meeting.

The proposed Vanderbilt Farms re-plat and Amended and Restated Vanderbilt Farms Development Agreement implement two major roadway alignment changes that have occurred over the years, and carry forward an administrative change of zoning associated with one of the roadway alignment changes.

The first of the roadway alignment changes was to Clark Farms Boulevard, which intersected Moore Road further east in the original Vanderbilt Farms block plat than the same intersection is shown in the Gladden Farms Blocks 26-43 (Gladden Farms II) block

plat. The intersection location shown on the Gladden Farms II block plat is the correct one -- it provides adequate separation from the I-10 Frontage Road and Moore Road intersection. The proposed Vanderbilt Farms re-plat corrects the location of the Clark Farms Boulevard and Moore Road intersection, and makes revisions to the various affected blocks of Vanderbilt Farms.

The second of the roadway alignment changes was to Lon Adams Road. When MUSD decided to leave its bus barn on Barnett Road just east of Ora Mae Harn Park, the logical location of Lon Adams Road between Barnett and Clark Farms Boulevard shifted westward, to align with existing Lon Adams Road on the west side of Ora Mae Harn Park. This realignment was made in the Town's General Plan with the Council's September 4, 2018 adoption of Resolution No. 2018-084. The proposed Vanderbilt Farms re-plat now implements this realignment of Lon Adams Road.

The realignment of Lon Adams Road moved the location of the major Lon Adams Road and Clark Farms Boulevard intersection westward in Vanderbilt Farms. As a consequence, the Marana Development Services Director (acting in his capacity as Planning Director) issued a March 24, 2020 administrative change (attached as Exhibit B to the Amended and Restated Vanderbilt Farms Development Agreement), making a corresponding change to the underlying specific plan zoning designation. This administrative change and an earlier administrative change to reduce the street setback in the C-1 zoning designation from 20 feet to zero (used in connection with the development of the Dollar General site at the intersection of Clark Farms Boulevard and Tangerine Farms Road) are ratified by the Amended and Restated Vanderbilt Farms Development Agreement.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2020-058, approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2020-058, approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement.

Attachments

Resolution No. 2020-058
Vanderbilt Amended Restated DA
Exh A to Vanderbilt DA
Exh B to Vanderbilt DA

MARANA RESOLUTION NO. 2020-058

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

WHEREAS the Town of Marana adopted Marana Resolution No. 2003-61 on June 3, 2003, approving and entering into a development agreement for the Vanderbilt Farms project; and

WHEREAS, at the request of the current owners of Vanderbilt Farms, Town staff and the owners of Vanderbilt Farms have negotiated and prepared the Amended and Restated Vanderbilt Farms Development Agreement, to identify, describe, and incorporate all relevant development matters pertaining to Vanderbilt Farms; and

WHEREAS the Marana Town Council finds that the Amended and Restated Vanderbilt Farms 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 Amended and Restated Vanderbilt Farms 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 2nd day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company; and PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company. FCD and PEI are collectively referred to as the "Owners." The Town, FCD, and PEI are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. The Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Farms Block Plat") was recorded in the Pima County Recorder's office on July 13, 2005, in Book 60 of Maps and Plats, Page 7 (Sequence 20051340763). The 13 blocks depicted on the Original Vanderbilt Farms Block Plat are collectively referred to as the "Subject Property." The land area covered by the Original Vanderbilt Farms Block Plat is referred to as "Vanderbilt Farms."

B. FCD owns Blocks 1, 11, 12, and 13 as depicted on the Original Vanderbilt Farms Block Plat.

C. PEI owns Blocks 2 through 10 as depicted on the Original Vanderbilt Farms Block Plat.

D. Together, FCD and PEI own all of the Subject Property.

E. For administrative convenience and to take advantage of cost savings associated with using third party trust forms of subdivision assurances, all or part of the Subject Property may be held in one or more third party trusts in which FCD and/or PEI are the sole beneficiaries.

F. The Town and FCD entered into a development agreement for the Subject Property (the "Original Agreement"), which was approved on June 3, 2003 by Marana Resolution No. 2003-61 and recorded in the Pima County Recorder's office on June 13, 2003 at Docket 12071, Page 4475 (Sequence 20031141033).

G. In addition to the Subject Property, the Original Agreement purported to cover the land area known as "Farm Field Five," according to the subdivision plat recorded in the Pima County Recorder's office on March 17, 2003, in Book 57 of Maps and Plats, Page 2 (Sequence 20030510193), in which PEI is shown as the owner and subdivider. Farm Field Five is now developed with homes according to the amended subdivision

plat recorded in the Pima County Recorder's office on October 19, 2005, in Book 60 of Maps and Plats, Page 39 (Sequence 20052030156).

H. On February 6, 1990, the Town Council created the Rancho Marana Specific Plan by its adoption of Marana Ordinance No. 90.04, which established the zoning regulations for an area that includes the Subject Property.

I. The Rancho Marana Specific Plan was amended by Marana Ordinance No. 99.13, adopted on May 18, 1999, and recorded in the Pima County Recorder's office on May 28, 1999 at Docket 11057, Page 1189 (Sequence 19991030368), which placed the Rancho Marana Specific Plan land area located west of Interstate 10 (including the Subject Property) into the "Rancho Marana West" sub-area of the Rancho Marana Specific Plan.

J. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2005.05, adopted on February 15, 2005, and recorded in the Pima County Recorder's office at Docket 12494, Page 1421 (Sequence 20050350342), which substantially rewrote the Rancho Marana Specific Plan for Rancho Marana West, including the Subject Property. The Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 is referred to in this Agreement as the "Rancho Marana West Specific Plan Amendment."

K. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2008.14, but the amendments affected only the portion of Rancho Marana West known as the "Town Center," located north of the Subject Property; consequently, the zoning regulations that pertain to the Subject Property are only those set forth in the Rancho Marana West Specific Plan Amendment.

L. At the request of FCD and with the consent of all affected property owners, the Town formed the Vanderbilt Farms Community Facilities District (the "VFCFD") on April 19, 2005 by the adoption of Marana Resolution No. 2005-46, recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2026 (Sequence 20051060447).

M. The VFCFD consists of the entire combined land area of Vanderbilt Farms and Farm Field Five.

N. Many changes have occurred since 2003, including without limitation the following:

- i. The Owners' plans for the use and development of the Subject Property.
- ii. The Town's plans for construction of the Barnett regional drainageway, located along the north side of the Subject Property.
- iii. The Town's roadway plans affecting the Subject Property, including:
 - (a) On May 16, 2007, the Marana Town Council adopted Marana Resolution No. 2007-75, approving a final block plat for Gladden Farms Blocks 26-43 (the "Gladden Farms II Plat"), located south of the Subject Property, and relocating

the Moore Road/Clark Farms Boulevard intersection about 900 feet west of where the intersection is shown on the Original Vanderbilt Farms Block Plat.

(b) The Moore Road/Clark Farms Boulevard intersection as shown on the Gladden Farms II Plat is shown on the Road Network Map included as Map 6.1.A to the 2010 Marana General Plan adopted by Marana Resolution No. 2010-120 and ratified by the voters at a special election held on May 17, 2011.

(c) On September 4, 2018, the Marana Town Council adopted Marana Resolution No. 2018-084, adopting a minor amendment to the transportation element of the 2010 Marana General Plan, revising the Lon Adams Road alignment located north of Clark Farms Road (running through the Subject Property) to align with the existing location of Lon Adams Road on the western boundary of Ora Mae Harn Park.

(d) The Marana 2040 General Plan adopted by the Marana Town Council on December 10, 2019 by Marana Resolution No. 2019-120 and set for voter ratification on August 4, 2020 carries forward the Moore Road/Clark Farms Boulevard intersection as shown on the 2010 Marana General Plan and the realignment of Lon Adams Road adopted by Marana Resolution No. 2018-084, and adopts future right-of-way widths of 250 feet for Moore Road within and adjacent to the Subject Property (with additional width in the approach to the possible future Interstate 10 interchange), 150 feet for Clark Farms Boulevard from Lon Adams Road eastward, 90 feet for Clark Farms Boulevard from Lon Adams Road westward, and 90 feet for Lon Adams Road and Civic Center Drive through the Subject Property.

O. To address these changes, the Owners' consultants have prepared and submitted to the Town a proposed "Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A" (the "Vanderbilt Farms Re-Plat"), which (among other things) proposes to realign and re-size major public roadways through the Subject Property to conform to the Town's current and proposed General Plan, and splits former Block 11 into Block 11 and Block 11A to accommodate the realignment of Lon Adams Road.

P. Upon approval and recording of the Vanderbilt Farms Re-Plat:

- i. All of the Subject Property will be included within the Vanderbilt Farms Re-Plat.
- ii. FCD will own Blocks 1, 11, 11A, 12, and 13 as depicted on the Vanderbilt Farms Re-Plat, and PEI will own Blocks 2 through 10 as depicted on the Vanderbilt Farms Re-Plat.

Q. The portion of Postvale Road located between Clark Farms Boulevard and Moore Road was abandoned by the Original Vanderbilt Farms Block Plat, but has been in continuous operation as a public road at all times.

R. Upon approval and recording of the Vanderbilt Farms Re-Plat, the portion of Postvale Road located between Barnett Road and Moore Road will be abandoned in

favor of PEI (the owner of the adjacent blocks), but is expected to continue to operate as a public road (along with the portion of Postvale Road between Clark Farms Boulevard and Moore Road, discussed in recital Q above); consequently, the Parties desire to accommodate Postvale Road's operation as a public road by PEI's issuance to the Town of a license until Postvale Road's pavement is removed.

S. The Marana Development Services Director, acting in his capacity as Marana Planning Director, issued has issued two administrative changes to the Rancho Marana West Specific Plan Amendment and applicable to portions of the Subject Property:

- i. An April 18, 2019 administrative change, a true and correct copy of which is attached as Exhibit A, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.
- ii. A March 24, 2020 administrative change, a true and correct copy of which is attached as Exhibit B, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9.

T. Upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat, consisting of all of the Subject Property, will be as follows (with "Block" referring to the particular block of the Vanderbilt Farms Re-Plat, "Block Size" being the size (in acres) of the block as shown on the Vanderbilt Farms Re-Plat, "Parcel" referring to the Parcel number of the Rancho Marana West Specific Plan Amendment, "Parcel Size" being the size (in acres) of the parcel as shown in the Rancho Marana West Specific Plan Amendment, and "LU Designation" being the land use designation of the referenced Block and Parcel, with "MDR" being Medium Density Residential, "EC" being Employment Center, "MHDR" being Medium High Density Residential, and "C-I" being Commercial I):

Block	Block Size	Parcel	Parcel Size	LU Designation
1	62.64	14	74	MDR
2	83.91	23	98	MDR
3	25.52	25	44	EC
4	0.09	28	8	EC
5	21.53	27	18	EC
6	40.15	26	39	EC
7	23.20	24	24	MHDR
8	22.70	22	24	MHDR
9	11.60	13	9	HDR
10	8.18	10	12	C-I
11	11.89	11	18	MHDR
11A	4.43			MHDR

Block	Block Size	Parcel	Parcel Size	LU Designation
12	15.42	10	15	MHDR
13	20.80	8	21	MHDR

U. On April 2, 2019, the Marana Town Council adopted Resolution No. 2019-027, designating as a protected facility the gravity portion of the Tangerine/ Downtown Conveyance System (Town of Marana Project No. WR010, referred to in this Agreement as the “T/D Gravity Sewer”) and requiring any land use with a sewer connection served by the T/D Gravity Sewer to pay a protected facility fee of \$519.67 per single-family residence (or equivalent).

V. Various public water facilities, including non-potable water facilities with capacity to serve the Subject Property (the “Rancho Marana Non-Potable Water Facilities”) were constructed pursuant to an “Agreement for Construction of Potable and Non-Potable Water Facilities and Provision of Water Utility Service” between Monterey Homes Arizona, Inc. and U S Home Corporation and the Town, recorded in the office of the Pima County Recorder on June 10, 2005 at Docket 12571, Page 2724, which was amended and extended pursuant to a “First Amendment to Agreement for Construction of Water Facilities and Provision of Water Utility Service” between Meritage Homes Arizona, Inc. and the Town, recorded in the office of the Pima County Recorder on May 11, 2020 at Sequence 20201320065.

W. On May 5, 2020, the Marana Town Council adopted Resolution No. 2020-038, designating the Rancho Marana Non-Potable Water Facilities as protected facilities. The total allocable fair-share cost to the Subject Property of the Rancho Marana Non-Potable Water Facilities is \$174,247.00. By dividing the 351.97 developable acres of the Subject Property (excluding 0.09-acre Block 4), the Town established a Rancho Marana Non-Potable Water Facilities protected facility charge of \$495.06 per acre for the Subject Property (excluding Block 4).

X. To the extent of the Subject Property, the Parties desire to completely amend, restate, and replace the Original Agreement with this Agreement.

Y. The development contemplated by this Agreement is in compliance with the Town’s adopted and approved General Plan (as defined in A.R.S. § 9-461).

Z. The development contemplated by this Agreement is in compliance with the Rancho Marana West Specific Plan Amendment.

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

AGREEMENT

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

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

a. "A.R.S. §" means Arizona Revised Statutes section.

b. The "Development Regulations" is defined in paragraph 20 below.

c. "Equivalent Demand Unit" or "EDU" means a unit of development within a particular category of development, defined in terms of a standardized measure of the demand that a unit of development in that category of development generates for necessary public services in relation to the demand generated by a detached single-family dwelling unit. For all categories of necessary public services, the EDU factor for a detached single-family dwelling unit is one, while the EDU factor for a unit of development within another category of development is represented as a ratio of the demand for each category of necessary public services typically generated by that unit as compared to the demand for such services typically generated by a detached single-family dwelling unit. An EDU is a "service unit" for purposes of A.R.S. § 9-463.05 (T) (10).

d. "Farm Field Five" is defined in recital G above.

e. "Marana Development Code" is defined in paragraph 20 below.

f. The "Original Agreement" is defined in recital E above.

g. The "Original Vanderbilt Farms Block Plat" is defined in recital A above.

h. The "Owners" means FCD and PEI, collectively.

i. "Parcel Developer" means a person or entity who develops one or more individual blocks of the Subject Property, and may include FCD and/or PEI, but more likely will be a successor fee title interest holder to FCD or PEI.

j. The "Rancho Marana Non-Potable Water Facilities" is defined in recital V above.

k. The "Rancho Marana Specific Plan" means the Rancho Marana Specific Plan adopted by Marana Ordinance No. 90.04 as amended by Marana Ordinance Nos. 99.13, 2005.05, and 2008.14, and as further amended and interpreted by administrative actions authorized in the Rancho Marana Specific Plan, all only to the extent they affect or involve the Subject Property.

l. "Rancho Marana West" is defined in recital I above.

m. The "Rancho Marana West Specific Plan Amendment" is the Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 (see recital J above).

n. The "Subject Property" is defined in recital A above and means those portions of the land areas covered by the Original Agreement that are as of the Effective Date of this Agreement owned by FCD or PEI (the Owners); specifically, the 13 blocks depicted on the Original Vanderbilt Block Plat and included in the Vanderbilt Farms Re-Plat.

o. The "T/D Gravity Sewer" is defined in recital U above.

p. "Vanderbilt Farms" is the land area covered by the Original Vanderbilt Farms Block Plat (see recital A above).

q. The "Vanderbilt Farms Re-Plat" is the Owners' currently pending re-plat of the Original Vanderbilt Farms Block Plat into a new 14-block subdivision plat consisting of Blocks 1 thru 13 and 11A.

r. The "VFCFD" is the Vanderbilt Farms Community Facilities District (see recital L above).

2. *Repeal of the Original Agreement.* As applied to the Subject Property, the Original Agreement is repealed and replaced in its entirety with this Agreement.

3. *Re-plat.* The Parties will promptly and diligently complete all submissions and reviews necessary for the processing and approval of the Vanderbilt Farms Re-Plat in accordance with normal Town procedures. Upon the recording of the Vanderbilt Farms Re-Plat, the Assurance Agreement recorded in the Pima County Recorder's office on July 13, 2005 at Docket 12593, Page 3314 is terminated.

4. *Ratification and confirmation of administrative changes to specific plan.* The Town Council ratifies and confirms the following administrative changes made by the Marana Development Services Director, acting in his capacity as Marana Planning Director, to the Rancho Marana West Specific Plan Amendment

a. The April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

b. The March 24, 2020 administrative change reversing the locations of the Commercial I and High Density Residential land use designations as described in recital S above.

5. *Ratification and confirmation of zoning.* The Town Council ratifies and confirms that, upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat will be as shown in the table set forth in recital T above.

6. *Design guidelines.* Development of the Subject Property shall be in compliance with Marana Land Development Code Section 08.06 (Residential Design) and 08.07 (Commercial Design). Upon the Town's modification of the Residential Design and/or Commercial Design provisions, the Parcel Developer of each individual block of the

Vanderbilt Farms Re-Plat shall have the option of following the then-adopted requirements or the provisions as they existed on the Effective Date of this Agreement.

7. *Phasing of development.* The individual blocks that make up the Subject Property may be sold and developed in any order, subject to compliance with the requirements of this Agreement. As each individual block of the Subject Property is sold, the Parcel Developer of that individual block will need to provide the Town with appropriate substitute subdivision assurances for the completion of subdivision infrastructure required to serve that individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Vanderbilt Farms Re-Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block.

8. *The VFCFD.* The Owners represent that they do not intend to pursue public infrastructure financing through the VFCFD unless the entire Subject Property is sold to a single purchaser, in which case public infrastructure financing through the VFCFD will be pursued, if at all, by the purchaser of the entire Subject Property. In any event, if the Owners or their successors in interest pursue the issuance and sale of general obligation bonds by the VFCFD, the Owners acknowledge their or their successors' obligations to address to the reasonable satisfaction of the governing board of the VFCFD all of the following:

a. Any and all amendments to the District Development, Financing Participation and Intergovernmental Agreement (VFCFD) recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2065 (Sequence 20051060449) as may be required or prudent to accomplish the sale of VFCFD general obligation bonds.

b. Any and all amendments to the VFCFD General Plan recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2058 (Sequence 20051060448) as may be required or prudent to accomplish the sale of VFCFD general obligation bonds.

c. Any and all surviving obligations under that certain Agreement Regarding Reimbursement for Offsite Improvements entered into by and between FCD and U.S. Development Land, LLC recorded in the Pima County Recorder's office on December 30, 2008 at Docket 13464, Page 254 (Sequence 20082520073).

d. Any and all obligations under that certain Intergovernmental Agreement entered into by and between the VFCFD and the Town recorded in the Pima County Recorder's office on August 8, 2018 at Sequence 20182200091.

9. *Minimum transportation infrastructure by block.* In addition to any subdivision infrastructure required by an individual subdivision assurance agreement pertaining to the resubdivision of a particular block, as provided by the Parcel Developer of the particular block, the following block plat transportation infrastructure shall be substantially completed before lots are sold within the following blocks:

a. Block 1 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.a.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

b. Block 2 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the then-existing Moore Road to the segment of Lon Adams Road described in subparagraph 9.b.i above.

c. Block 3 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 3.

d. Block 4 of the Vanderbilt Farms Re-Plat: None. (Block 4 is 0.09 acres – too small to accommodate development. The Parties anticipate that it will be gift-deeded to the Town.)

e. Block 5 of the Vanderbilt Farms Re-Plat: The realigned Moore Road along the northwest boundary of Block 5, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

f. Block 6 of the Vanderbilt Farms Re-Plat:

i. The realigned Moore Road along the southeast boundary of Block 6, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

ii. Clark Farms Boulevard from realigned Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

g. Block 7 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

h. Block 8 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.h.i above to the eastern boundary of Block 8 (the Postvale Road licensed area of paragraph 17 below).

i. Block 9 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.i.i above to the existing western terminus of Clark Farms Boulevard.

vard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

j. Block 10 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 10 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

k. Block 11A of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.k.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

l. Block 11 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.l.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

m. Block 12 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 12 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

n. Block 13 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Existing western terminus of Clark Farms Boulevard tie-in to the Civic Center Drive intersection.

Nothing contained in this paragraph 9 will be deemed to prevent the Owners and/or the respective Parcel Developers from entering into one or more recorded cost allocation and reimbursement agreements with respect to the infrastructure obligations out-

lined above; however, these cost allocation and reimbursement agreements shall not alter the infrastructure obligation requirements of the Town as outlined above.

10. *Drainage infrastructure.* The drainageway land dedicated by and located along the north boundary of the Original Vanderbilt Farms Block Plat, known as the Barnett Channel, does not yet tie in to the Santa Cruz River and is not yet a drainage channel. In lieu of on-site detention and retention requirements, individual blocks of the Vanderbilt Farms Re-Plat shall be permitted to drain into the Barnett Channel area, and to use the Barnett Channel area for retention/detention, subject to engineering and hydrology approval. Upon completion of the Town's Barnett Channel project, any on-site retention and detention requirements will be satisfied by draining the site into the Barnett Channel.

11. *Barnett Channel dirt.* Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat may at their own cost and using their own contractor excavate dirt from the Barnett Channel for use in connection with the development of the block, provided that the excavation is consistent with the ultimate design of the Barnett Channel and has not previously been excavated. The Parcel Developer shall demonstrate to the satisfaction of the Town Engineer that the resulting pit will drain within 36 hours. Nothing in this paragraph or in this Agreement shall be interpreted to require the Owners (including Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat) to construct drainage improvements in Barnett Channel.

12. *Sewers.*

a. *Offsite sewer.* Each connection to the T/D Gravity Sewer shall be responsible for payment of the protected facility charge of \$519.67 per EDU for its fair-share portion of the Town's cost to construct the T/D Gravity Sewer, payable upon application for a building permit for construction to be connected to the T/D Gravity Sewer.

b. *Offsite conveyance capacity.* As of the date of this Agreement, the offsite sewer conveyance system serving the Subject Property has line capacity limitations that are discussed in the 2017 Sewer Impact Fee Infrastructure Improvement Plan adopted by Marana Resolution No. 2017-090 dated September 19, 2017. These conveyance capacity limitations are currently scheduled to be remedied by a development impact fee-funded Town construction project in the year 2021. When the Town determines that the sewer conveyance system has reached its capacity, no further sewer connections will be permitted unless and until the line capacity limitations have been remedied. The Town will notify the Owners and each applicable owner of a block within the Subject Property if and when the rate of development upstream of the line capacity limitations causes the Town to believe that the conveyance system may reach its capacity before the development impact fee-funded Town construction project is expected to be completed. The Town will make every reasonable effort to provide the notification early enough to allow the Owners, Parcel Developers,

and other members of the development community to avoid a temporary interruption of sewer connections by advancing the construction at their own cost.

c. *Onsite sewers.* Each respective Parcel Developer shall construct onsite sewers associated with the development of its individual block or blocks of the Vanderbilt Farms Re-Plat pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Parcel Developer of the individual block.

13. *Water infrastructure.*

a. *Onsite potable water distribution system.* The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall construct onsite potable water distribution infrastructure associated with the development of its individual block of Vanderbilt Farms pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Parcel Developer of the individual block.

b. *Transfer of grandfathered water rights.* After the termination of farming activities and before development of one or more individual blocks of the Subject Property, the Owners and/or the Parcel Developer shall assign to the Town every portion of its Irrigation or Type 1 Non-irrigation Grandfathered Groundwater Rights or Type II Non-irrigation Groundwater Rights as those are defined by law as may be appurtenant to the property, and to execute and deliver all forms necessary to effect the transfer of these water rights to the Town concurrently with the assignment.

c. *Non-potable system.* The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat (except 0.09-acre Block 4) shall develop and construct a secondary non-potable irrigation system, dedicated to the Cortaro-Marana Irrigation District in accordance with its requirements, to distribute non-potable water to common areas and other landscaped areas owned or to be owned by the homeowners' association serving the individual block of the Vanderbilt Farms Re-Plat.

d. *Rancho Marana Non-Potable Water Facilities protected facility charge.* The \$174,247.00 fair-share contribution toward the Rancho Marana Non-Potable Water Facilities is divided among developable blocks of the Subject Property in proportion to each block's size, as follows (with the "NP Contribution" column signifying how much is owed for that individual block of the Vanderbilt Farms Re-Plat):

Description	Size (acres)	NP Contribution
Block 1	62.64	\$31,010.69
Block 2	83.91	\$41,540.66
Block 3	25.52	\$12,633.98
Block 5	21.53	\$10,658.69
Block 6	40.15	\$19,876.74

Description	Size (acres)	NP Contribution
Block 7	23.20	\$11,485.44
Block 8	22.70	\$11,237.91
Block 9	11.60	\$5,742.72
Block 10	8.18	\$4,049.61
Block 11	11.89	\$5,886.29
Block 11A	4.43	\$2,193.13
Block 12	15.42	\$7,633.86
Block 13	20.80	\$10,297.29
Total	351.97	\$174,247.01

For residential projects, the total Rancho Marana Non-Potable Water Facilities protected facility charge for a particular block of the Vanderbilt Farms Re-Plat will be divided by the number of subdivision lots in the block, and the resulting protected facility charge per lot will be payable when the building permit is issued for the home on the lot. For non-residential or multi-family projects, the \$495.06 per acre protected facility charge will be payable when the building permit for the non-residential building is issued.

14. *Development impact fees.* Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Subject Property. All development within the Subject Property shall be responsible to pay all applicable development impact fees existing as of the time of building permit application. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the following development impact fees apply to development within the Subject Property:

a. *Northwest Street Facilities Development Impact Fee.* The Town's current Northwest Street Facilities Development Impact Fee is \$3,719 per equivalent demand unit (EDU), per Marana Ordinance No. 2017.029.

b. *Parks and Recreation Facilities Development Impact Fee.* The Town's current Parks and Recreation Facilities Development Impact Fee is \$2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014.012 and 2017.029.

c. *Lower Santa Cruz River Levee Fee.* The Town's current Lower Santa Cruz River Levee Fee is \$500 per acre, as originally adopted by Marana Ordinance No. 99.02, and as described in Section 4 of Marana Ordinance no. 2014.012 and in Section 6 of Marana Ordinance no. 2017.029.

d. *Water Infrastructure Development Impact Fee.* The Town's current Water Infrastructure Development Impact Fee is \$2,331 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

e. *Water Resources Development Impact Fee.* The Town's current Water Resources Development Impact Fee is \$3,050 per equivalent demand unit (EDU) for a 5/8" wa-

ter meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

f. *Wastewater Facilities Development Impact Fee.* The Town's current Wastewater Facilities Development Impact Fee is \$3,930 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

15. *Onsite private recreational facilities.* Within each platted individual block of Vanderbilt Farms, private recreational facilities shall be constructed on a site of not less than 185 square feet per residential unit. Site and facility design shall be approved by the Marana Parks and Recreation Director and the Marana Planning Director.

16. *School improvement contribution.* A \$1,200 per subdivided residential lot contribution (the "School Improvement Contribution") shall be due and payable at the time building permits are issued for each residential lot within the Subject Property. The Town shall grant to a Parcel Developer credit against the School Improvement Contribution for (i) Town approved educated-related equipment donated by the Parcel Developer and for (ii) Town approved real property donated by the Parcel Developer (to be valued at \$25,000.00 per acre). Eligibility of improvements to receive credit shall be determined by the Town Manager.

17. *Postvale Road license.* PEI hereby grants the Town a license to use as a public road the 60 foot right of way of Postvale Road abandoned by the Vanderbilt Farms Re-Plat along the east boundary of Block 8 and the west boundary of Block 7 and the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2. PEI confirms that the Town has used the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2 as a public roadway since the recording of the Original Vanderbilt Block Plat with the permission of PEI and its predecessor in interest. The Town's license automatically terminates as to each licensed portion of Postvale Road when its pavement is removed. PEI shall remove the pavement of licensed Postvale Road no later than upon written direction by the Marana Town Engineer and no earlier than upon completion and opening to the public of one of the following: (i) Clark Farms Road from Moore Road to a completed Lon Adams Road south to Moore Road, (ii) Clark Farms Road from Moore Road to a completed Lon Adams Road north to Barnett Road, or (iii) Clark Farms Road from Moore Road to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

18. *Prop 207 Waivers.* By signing this Agreement, FCD and PEI waive any and all rights to make a claim for diminution in value under the Private Property Rights Protection Act, A.R.S. § 12-1131 *et seq.*, resulting from this Agreement, or resulting from remedies resulting from enforcing the terms of this Agreement.

19. *Term.* This Agreement shall become effective (the “Effective Date”) upon the later of (i) its date of recording pursuant to paragraph 27 below and (ii) the effective date of the resolution approving and authorizing the Mayor to sign this Agreement. The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 20th anniversary of the Effective Date.

20. *Development regulations.* The Subject Property shall be governed by the Rancho Marana West Specific Plan Amendment and this Agreement. The Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the “Marana Development Code”) in effect on the Effective Date shall apply to the extent not covered by Rancho Marana West Specific Plan Amendment or this Agreement. The requirements of this paragraph are collectively referred to as the “Development Regulations.” In the event of any express conflict, the following rules shall apply:

a. The Rancho Marana West Specific Plan Amendment shall control over the terms of the Marana Development Code on all matters.

b. The Rancho Marana West Specific Plan Amendment as amended by the Marana Development Code shall control over the terms of this Agreement as to any zoning or other legislative matter.

c. This Agreement shall control over the terms of Rancho Marana West Specific Plan Amendment and the Marana Development Code as to any administrative or procedural matter.

21. *Development review.* The Subject Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Subject Property. Upon the Parcel Developer’s compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Subject Property as may be requested by the Parcel Developer.

22. *Town review and approval of plans.* The development and construction of the Subject Property and all public and private infrastructure related to it are subject to the Town’s normal plan submittal, review and approval procedures and construction inspection requirements.

23. *No partnership or joint venture.* Nothing in this Agreement shall be understood or construed to create or imply a partnership or joint venture between or among the Owners and the Town.

24. *Other development agreements.* Nothing in this Agreement shall preclude FCD or PEI or their successors in interest from individually entering into one or more addition-

al development agreements with the Town to facilitate development on the real property owned by FCD or PEI.

25. *Cooperation and alternative dispute resolution.*

a. *Appointment of representatives.* To further the commitment of the Parties to cooperate in the development of the Subject Property and the construction of the public improvements discussed in this Agreement, the Town, the Owners, and each Parcel Developer shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owners. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for the Owners shall be Donald M. Edwards or a replacement to be selected by the Owners. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties in the development of the Subject Property and the construction of public improvements needed to serve the Subject Property.

b. *Non-performance; remedies.* If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 26 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree that due to the size, nature and scope of the Subject Property, and due to the fact that it may not be practical or possible to restore the property to its condition prior to development, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that any Party may have at law or in equity.

c. *Mediation.* If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation

shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Owners (collectively) and/or the applicable Parcel Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Owners and/or the applicable Parcel Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally (half and half) between the Town and the Owners and/or the applicable Parcel Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

d. *Arbitration.* After mediation, as provided for in subparagraph 25.c above, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by the Town and the Owners and/or the applicable Parcel Developer to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

e. *Disputes regarding individual blocks.* Disputes related to the development of a particular block of the Subject Property need only include the applicable Parcel Developer and the Town, but the Owners and the Parcel Developers of other blocks may participate in the dispute if they can show that their interests will be affected by the dispute or its outcome.

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

If to the Town:

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

If to FCD or PEI:

Richard L. Anderson, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
2002 East Ranch Road
Tempe, AZ 85284

With copies to:

Donald M. Edwards, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
333 East Osborn Road Suite 260
Phoenix, AZ 85012

and

Lynn T. Ziolko, Esq.
KUTAKROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253
Telephone: (480) 429-5000

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

27. *Recordation.* After this Agreement has been executed by the Parties, the Town shall, as concurrently as reasonably possible, record this Agreement in the office of the Pima County Recorder.

28. *Miscellaneous.*

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

b. Time is of the essence of this Agreement.

c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

d. If any Party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs consistent with A.R.S. § 12-341.01.

e. This Agreement 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 Agreement may contain more than one counterpart of the

signature pages and this Agreement 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.

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

g. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that (i) upon the conveyance of all of the Owners' holdings in the Subject Property to a single grantee, the Owners shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee; and (ii) in no event shall this Agreement be binding on or burden the property of a purchaser of a home on the Subject Property.

h. The Town and the Owners agree to reasonably cooperate to terminate or modify, as applicable, any recorded documents affected by the terms and conditions of this Agreement.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON THE NEXT PAGE.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures, with an Effective Date determined as set forth in paragraph 19 above.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

THE "OWNERS":

FCD MARANA VENTURE I, L.L.C. ("FCD"),
an Arizona limited liability company

By: _____
Ed Honea, Mayor

By: _____
Richard L. Anderson, Manager

Date: _____

Date: _____

ATTEST:

Cherry Lawson, Town Clerk

By: _____
Donald M. Edwards, Manager

Date: _____

APPROVED AS TO FORM:

PEI CAPITAL VENTURE I, L.L.C. ("PEI"),
an Arizona limited liability company

Frank Cassidy, Town Attorney

By: _____
Richard L. Anderson, Manager

Date: _____

By: _____
Donald M. Edwards, Manager

Date: _____

STATE OF ARIZONA)
 ss
County of Maricopa)

The foregoing instrument was acknowledged before me on _____, 2020, by Richard L. Anderson, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

Notary Public

STATE OF ARIZONA)
 ss
County of Maricopa)

The foregoing instrument was acknowledged before me on _____,
2020, by Donald M. Edwards, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona
limited liability company, on its behalf.

(Seal)

Notary Public

STATE OF ARIZONA)
 ss
County of Maricopa)

The foregoing instrument was acknowledged before me on _____,
2020, by Richard L. Anderson, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona
limited liability company, on its behalf.

(Seal)

Notary Public

STATE OF ARIZONA)
 ss
County of Maricopa)

The foregoing instrument was acknowledged before me on _____,
2020, by Donald M. Edwards, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona
limited liability company, on its behalf.

(Seal)

Notary Public

LIST OF EXHIBITS

- Exhibit A April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero
- Exhibit B March 24, 2020 administrative change, relocating the “Commercial I” zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the “High Density Residential” zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9



18 April 2019

Ms. Theresa Hadley
Project Coordinator
Cypress Civil Development
2030 E. Broadway Blvd., Ste. #110
Tucson, AZ 85719

Re: PCZ1903-001 Administrative Change to Rancho Marana Specific Plan

Dear Ms. Hadley,

In response to your letter dated March 5, 2019, I have reviewed your request to reduce the minimum required street setback for the "C-1 Commercial I (Neighborhood)" land use designation of the Rancho Marana Specific Plan (Specific Plan) from 20 feet (Section V.F.5.i.1) to zero.

Per Section VIII.G.2.d of the Specific Plan, the Development Services Administrator can administratively make changes to development standards that are in the interest of the community and do not affect health or safety issues. I have determined your request meets this standard and approve the request.

Please contact me at (520)382-2647 or Steven Vasquez at (520)382-2623 should you have any questions.

Sincerely,

Jason Angell
Development Services Director
jangell@maranaaz.gov



March 24, 2020

Via First Class Mail and email (Lynn.Ziolko@KutakRock.com)

Lynn T. Ziolko, Esq.
KUTAK ROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253

**Administrative Change to Rancho Marana Specific Plan
(Vanderbilt Farms Blocks 9 and 10)**

Dear Mr. Ziolko:

You represent FCD MARANA VENTURE I, L.L.C. ("FCD") and PEI CAPITAL VENTURE I, L.L.C. ("PEI"), who collectively own all of "Vanderbilt Farms"; specifically, all of the blocks described in the Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Farms Block Plat"), recorded in the Pima County Recorder's office on July 13, 2005, in Book 60 of Maps and Plats, Page 7 (Sequence 20051340763).

In the context of negotiating with the Marana Town Attorney an amended and restated development agreement for Vanderbilt Farms, you and the Town Attorney have requested an administrative change to the Rancho Marana Specific Plan, flip-flopping the land use designations of Parcels 12 and 13 of "Rancho Marana West"—the Land Use Plan included as Exhibit IV-1 to the Rancho Marana West Specific Plan Amendment adopted by Marana Ordinance No. 2005.05.

BACKGROUND

On September 4, 2018, the Marana Town Council adopted Marana Resolution No. 2018-084, adopting a minor amendment to the transportation element of the 2010 Marana General Plan, revising the Lon Adams Road alignment located north of Clark Farms Boulevard (running between Blocks through Vanderbilt Farms) to align with the existing location of Lon Adams Road on the western boundary of Ora Mae Harn Park. This minor amendment relocated the major Clark Farms



Lynn T. Ziolkowski, Esq.
March 24, 2020
Page 2

Boulevard/Lon Adams Road intersection westward and flip-flopped the functionality of Rancho Marana West Parcels 12 and 13.

ANALYSIS

Rancho Marana West Parcel 12 is an approximately 11-acre area of land with an intended land use of "HDR"—"High Density Residential," that includes Original Vanderbilt Farms Block Plat Block 10, containing 9.836 acres, located on the north side of Clark Farms Boulevard, about 240 feet west of the Clark Farms Boulevard/Lon Adams Road intersection as it existed before the adoption of Marana Resolution No. 2018-084.

Rancho Marana West Parcel 13 is an approximately 9-acre area of land with an intended land use of "C-I"—"Commercial I," that includes Original Vanderbilt Farms Block Plat Block 9, containing 8.219 acres, located at the northwest corner of the Clark Farms Boulevard/Lon Adams Road intersection as it existed before the adoption of Marana Resolution No. 2018-084.

THE WLB GROUP has prepared and submitted to the Town on behalf of FCD and PEI a proposed Re-Plat of Vanderbilt Farms (the "Vanderbilt Farms Re-Plat"), which (among other things) realigns westward the portion of Lon Adams Road located north of Clark Farms Boulevard, to conform to Marana Resolution No. 2018-084.

Upon approval and recording of the Vanderbilt Farms Re-Plat, the functionality of Blocks 9 and 10 will flip-flop. Vanderbilt Farms Re-Plat Block 10 will consist of 8.71 acres in substantially the same location as Original Vanderbilt Farms Block Plat Block 10, but will now be located at the northeast corner of the major Clark Farms Boulevard/Lon Adams Road intersection—a functionally appropriate location for the "C-I"—"Commercial I" land use designation. Vanderbilt Farms Re-Plat Block 9 will consist of 11.91 acres in substantially the same location as Original Vanderbilt Farms Block Plat Block 9, but will now have no adjacent intersection—a functionally appropriate location for the "HDR"—"High Density Residential" land use designation.

Section VIII. G. 2. c of the Rancho Marana West Specific Plan gives the Planning Director authority to administratively change the Rancho Marana West Specific Plan as a result of changes to boundaries and acreages caused by final road alignment changes.

DECISION

Acting in my capacity as Marana Planning Director under the authority of Section VIII. G. 2. c of the Rancho Marana West Specific Plan, I hereby administratively change the Rancho Marana West Specific Plan by designating



Lynn T. Ziolkowski, Esq.

March 24, 2020

Page 3

Vanderbilt Farms Re-Plat Block 9 as "HDR"—"High Density Residential" and by designating Vanderbilt Farms Re-Plat Block 10 as "C-I"—"Commercial I" land use designation, effective upon the recording of the Vanderbilt Farms Re-Plat.

Please contact me at (520) 382-2647 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Angell", written over a horizontal line.

Jason Angell

Development Services Director

jangel@maranaaz.gov

cc: Frank Cassidy, Town Attorney



Council-Regular Meeting

A2

Meeting Date: 06/02/2020

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: June 2, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-059: Relating to Development; approving the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A located south of Barnett Road, north of Moore Road and east of Sandario Road (Brian D. Varney)

Discussion:

Request

The WLB Group, Inc., representing FCD Marana Venture I, LLC, and PEI Capital Venture I, LLC, is requesting approval of the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A. The 425.54 acre subdivision consists of 14 blocks, and proposes to re-plat the Vanderbilt Blocks 1 thru 13 Final Block Plat approved by the Marana Town Council on February 15, 2005 by the adoption of Resolution No. 2005-20, and recorded in the office of the Pima County Recorder on July 13, 2005.

The proposed re-plat reflects changes to the original development agreement for Vanderbilt Farms that have been incorporated into the proposed Amended and Restated Vanderbilt Farms Development Agreement, also on June 2, 2020 Town Council meeting agenda.

Summary of Changes

The re-plat proposes a number of changes to the existing final block plat approved by the Town Council on February 15, 2005, including:

1. The number of blocks has been increased from 13 to 14.
2. The re-plat proposes to realign and resize major public roadways through the property, conforming to the Town's current and proposed 2040 General Plan.
3. The re-plat proposes to split the existing Block 11 into Block 11 and 11A to accommodate the realignment of Lon Adams Road.

4. The acreage of the land use designations has been adjusted slightly in accordance with the Amended and Restated Vanderbilt Farms Development Agreement to better configure with the adjusted roadways and rights-of-way.
5. The Barnett Channel Public Drainageway has been reconfigured to accommodate the reconfiguration of Lon Adams Road and Civic Center Drive.
6. The re-plat reflects two administrative changes approved by the Marana Development Services Director as follows:
 - *April 18, 2019*: Reduction of street-side setback applicable to the C-I (Commercial) designated parcels from 20 feet to zero.
 - *March 24, 2020*: Relocating the C-I (Commercial) designated parcels from the existing Block 9 to the proposed Block 10, and relocating the HDR (High-Density Residential) designation from the existing Block 10 to the proposed Block 9.

Zoning and Land Use

The zoning of the subdivision is F - Rancho Marana West Specific Plan Amendment approved by the adoption of Marana Ordinance No. 2005.05 by the Town Council on February 15, 2005. The land use designations within the Specific Plan zoning include: Medium Density Residential (MDR); Medium-High Density Residential (MHDR); High Density Residential (HDR); Employment Center (EC); and, Commercial I (C-I). The proposed re-plat reflects these land use designations in accordance with the Amended and Restated Vanderbilt Farms Development Agreement. All development within the re-plat will be regulated by the Rancho Marana West Specific Plan Amendment as well as the Amended and Restated Vanderbilt Farms Development Agreement.

Access and Traffic Circulation

Ingress and egress for the subdivision will remain at points along Barnett Road, Sandario Road, Clark Farms Boulevard, and Moore Road.

All streets within the proposed re-plat shall be public and will total approximately 3.76 miles. The alignment of Clark Farms Boulevard has been slightly adjusted, particularly at the south-east end, in order to match the current road alignment in Gladden Farms Blocks 26-43. The right-of-way width has also been adjusted in certain locations to meet current Town Standards. The alignment of Lon Adams Road between Barnett Road and Clark Farms Boulevard has been shifted to the west to align with the segment of Lon Adams Road, north of Barnett Road. The alignment of Civic Center Drive has remained the same; however, the right-of-way has been narrowed to meet current standards and match the width north of Barnett Road. Upon the recording of the re-plat, the segment of Postvale Road between Barnett Road and Moore Road will be abandoned in favor of the owner of the adjacent blocks. Postvale Road will operate as a public road under the issuance of a license to the Town by the property owner until the pavement is removed during the development process.

Staff Recommendation:

Staff has reviewed the proposed re-plat against the requirements of the Rancho Marana West Specific Plan Amendment (Marana Ordinance No. 2005.05), the Marana Land Development Code, Town Code, Marana General Plan, and the draft Amended and Restated Vanderbilt Farms Development Agreement. The proposed re-plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2020-059, approving the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A.

Attachments

Resolution No. 2020-059
PRV1909-002 VF RePlat
PRV1909-002 VF RPFBP Map
PRV1909-002 VF RPFBP App

MARANA RESOLUTION NO. 2020-059

RELATING TO DEVELOPMENT; APPROVING THE RE-PLAT OF FINAL BLOCK PLAT VANDERBILT FARMS BLOCKS 1 THRU 13 & 11A LOCATED SOUTH OF BARNETT ROAD, NORTH OF MOORE ROAD AND EAST OF SANDARIO ROAD

WHEREAS the Rancho Marana West Specific Plan Amendment was approved by the Town Council on February 15, 2005 by the adoption of Marana Ordinance No. 2005.05;

WHEREAS the Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Block Plat") was approved by the Town Council on February 15, 2005 by the adoption of Resolution No. 2005-20; and

WHEREAS The WLB Group, Inc., representing FCD Marana Venture I, L.L.C. and PEI Capital Venture I, L.L.C., the property owners, has applied for approval of the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 and 11A (the "Vanderbilt Re-Plat") within Section 26 and Section 27, Township 11 South, Range 11 East; and

WHEREAS, to accommodate reconfiguration and realignment of various roadways and the Barnett Channel drainageway to conform to the Town's General Plan, the public rights-of-way (roadways and drainageway) as shown on the Original Vanderbilt Block Plat are proposed to be abandoned pursuant to A.R.S. 28-7203 in exchange for the public rights-of-way (roadways and drainageway) as shown on the Vanderbilt Re-Plat; and

WHEREAS the portion of Postvale Road between Moore Road and Clark Farms Boulevard was abandoned by the Original Vanderbilt Block Plat, but has remained in continuous operation as a public road; and the portion of Postvale Road between Clark Farms Boulevard and Barnett Road is proposed to be abandoned by the Vanderbilt Re-Plat but remain in operation as a public road; and the underlying property owner proposes to grant to the Town of Marana a license to use Postvale Road as a public road until portions of Lon Adams Road and Clark Farms Boulevard are constructed and open to the public between Moore Road and Barnett Road, as more specifically described and set forth in the Amended and Restated Vanderbilt Farms Development Agreement approved by separate resolution on tonight's Town Council agenda; and

WHEREAS the Mayor and Town Council, at its June 2, 2020 meeting, determined that the Vanderbilt Re-Plat and the proposed public right-of-way (roadways and drainageway) exchange and Postvale Road license reflected in it should be approved.

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

SECTION 1. The Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 and 11A (the "Vanderbilt Re-Plat") is hereby approved.

SECTION 2. The public rights-of-way (roadways and drainageway) as shown on the Original Vanderbilt Block Plat are hereby abandoned pursuant to A.R.S. 28-7203 in exchange for the public rights-of-way (roadways and drainageway) as shown on the Vanderbilt Re-Plat.

SECTION 3. The Town of Marana accepts a license from the underlying property owner to use and operate Postvale Road as a public road until portions of Lon Adams Road and Clark Farms Boulevard are constructed and open to the public between Moore Road and Barnett Road, as more specifically described and set forth in the Amended and Restated Vanderbilt Farms Development Agreement approved by separate resolution on tonight's Town Council agenda.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

GENERAL NOTES

- THE GROSS AREA OF THE SUBDIVISION IS 425.536 AC ; 18,536,348 SQ.FT.±
- THE EXISTING ZONING IS ZONE F, (SPECIFIC PLAN) THIS PLAT IS SUBJECT TO THE STANDARDS AND REGULATIONS OF OF THE RANCHO MARANA WEST SPECIFIC PLAN AMENDMENT ADOPTED BY MARANA ORDINANCE 2005.05.
- THE NUMBER OF BLOCKS IS 14.
- THE BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, T-11-S, R-11-E, GLA AND SALT MERIDIAN, PIMA COUNTY, ARIZONA, AS RECORDED IN GLADDEN FARMS BOOK 55 OF MAP AND PLATS, PAGE 60, SAID BEARING BEING N89°25'06"E.
- BASIS OF ELEVATION: PROVIDED BY P.C.D.O.T. AND FLOOD CONTROL AS USED FOR SAID SANTA CRUZ RIVER PLAIN, BEING 1/2" REBAR P.C.D.O.T. REF. NO. 8. ELEVATION IS 1989.74. (PROJECT BENCHMARK IS SOUTHWEST CORNER OF SAID SECTION 28, BRASS CAP IN CASTING, ELEVATION 1991.68 NAVD83).
- NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
- OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTALS LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- TOTAL MILES OF NEW PUBLIC STREETS IS 3.8 MI. (ALL STREETS ARE PUBLIC.) PORTIONS OF THE PUBLIC RIGHT-OF-WAY DEDICATED BY THE PREVIOUS PLAT, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 60 OF MAPS AND PLATS, PAGE 7, ARE BEING ABANDONED IN EXCHANGE FOR NEW PUBLIC ROADWAYS AS SHOWN ON THIS PLAT AND AS INDICATED IN THE MARANA TOWN COUNCIL RESOLUTION APPROVING THIS PLAT
- INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
- THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
- FOR COMPLIANCE WITH THE FEDERAL MIGRATORY BIRD TREATY ACT OF 1918 AND THE STATE LAW TITLES 17-101 AND 17-235, IF GRADING CREWS FIND A BURROWING OWL DURING GROUND DISTURBING ACTIVITIES, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENTS AT (520) 628-5375. THEY WILL COME OUT AND RELOCATED THE BIRDS(S) OFFSITE.
- ALL DEVELOPMENT WITHIN THE PROJECT AREA WILL COMPLY WITH THE TOWN OF MARANA REQUIREMENTS FOR UNDERGROUNDING CORTARO-MARANA IRRIGATION DISTRICT FACILITIES.
- ALL NEW UTILITIES SERVING THIS SUBDIVISION SHALL BE UNDERGROUND.
- POTENTIAL BUYERS WILL BE NOTIFIED OF THE PROXIMITY OF THE MARANA NORTHWEST REGIONAL AIRPORT AND THE POTENTIAL WASTEWATER PLANT NORTH OF AVA VALLEY ROAD VIA THE FINAL PLAT NOTES FOR ALL DEVELOPMENT PARCELS. ADDITIONAL RESTRICTIONS RELATED TO THE AIRPORT MAY BE PROMULGATED BY THE TOWN. AN AVIGATION EASEMENT SHALL BE RECORDED FOR THIS PROPERTY, AND DISCLOSED ON THE PUBLIC RECORD.
- LANDS WITHIN THIS PROJECT WILL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS ASSOCIATION.
- CMID IS UNDER NO OBLIGATION, NOR ARE THERE ANY PLANS TO REPLACE OPEN CANALS ON SURROUNDING PROPERTIES OR ELSEWHERE.
- RELOCATION OF OPEN IRRIGATION DITCHES/CANALS IS A REQUIREMENT OF CMID AND THE TOWN OF MARANA (ORDINANCE NO. 91.22). ALL EXISTING CANALS/DITCHES ADJOINING THIS PROJECT SHALL BE RELOCATED UNDERGROUND PRIOR TO OCCUPANCY TO THE PROJECT. ALL NEW INFRASTRUCTURE WILL BE ENGINEERED AND CONSTRUCTED TO CMID AND TOWN OF MARANA STANDARDS.
- A PERMIT AND LICENSE SHALL BE OBTAINED FROM CMID PRIOR TO CONSTRUCTION ACTIVITY OR DISTURBANCE WITHIN CMID PROPERTY.
- RELOCATION AND PROTECTION OF CMID PROPERTIES SHALL BE AT NO EXPENSE TO THE DISTRICT. ADDITIONAL LAND MUST BE DEEDED TO THE DISTRICT WHERE NECESSARY TO ALLOW FOR A MINIMUM OF A 25-FOOT WIDE STRIP OF LAND OVER ALL CMID INFRASTRUCTURE.
- CONSTRUCTION OF THIS PROJECT MUST BE SCHEDULED TO AVOID ANY INTERRUPTIONS IN CMID IRRIGATION WATER SERVICE. ALL INTERRUPTIONS SHALL BE COORDINATED WITH CMID AND APPROVED BY THE DISTRICT MANAGER PRIOR TO THEIR OCCURRENCE.
- CMID PROPERTY, EASEMENTS, OR R/W SHALL NOT BECOME A COMPONENT OF ANY DRAINAGE SOLUTION AND MUST MAINTAIN CURRENT ELEVATIONS UNLESS OTHERWISE APPROVED OR DESIRED BY CMID.
- ENGINEERING AND CONSTRUCTION OF THIS PROJECT SHALL ENSURE FUTURE ACCESS IS MAINTAINED TO CMID PROPERTY, EASEMENTS, AND INFRASTRUCTURE.
- THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE PUBLIC INFRASTRUCTURE (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THIS FINAL BLOCK PLAT AND ANY SUBDIVISION PLATS FILED FOR ANY OF THE INDIVIDUAL BLOCKS SHOWN ON THIS FINAL BLOCK PLAT. PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING, PARTICIPATION, AND INTERGOVERNMENTAL AGREEMENT (VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT) DATED AS OF APRIL 1, 2005 (AS AMENDED, THE "VCFD DA"), IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE VCFD DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE VANDERBILT FARMS COMMUNITY FACILITY DISTRICT ("VCFD") PURSUANT TO THE VCFD DA. NOTHING CONTAINED IN THIS PLAT WILL BE DEEMED TO OBLIGATE THE SUBDIVIDING LAND OWNERS TO SELL THE VCFD SUCH INTEREST AND PUBLIC INFRASTRUCTURE.
- THE PORTION OF POSTVALE ROAD LOCATED BETWEEN BARNETT ROAD AND CLARK FARMS BOULEVARD AS SHOWN ON THE ORIGINAL VANDERBILT FARMS BLOCK PLAT (SPECIFICALLY, THE PORTION LOCATED ALONG THE EAST BOUNDARY OF BLOCK 8 AND THE WEST BOUNDARY OF BLOCK 7) IS HEREBY VACATED PURSUANT TO A.R.S. § 28-7203 IN EXCHANGE FOR THE NEW PUBLIC RIGHT-OF-WAY DEDICATED BY THIS PLAT. THE PORTION OF POSTVALE ROAD LOCATED BETWEEN CLARK FARMS BOULEVARD AND MOORE ROAD (THROUGH THE MIDDLE OF BLOCK 2) WAS ABANDONED BY THE ORIGINAL VANDERBILT FARMS BLOCK PLAT, BUT HAS BEEN IN CONTINUOUS OPERATION AS A PUBLIC ROAD AT ALL TIMES AFTERWARD. PURSUANT TO THIS PLAT AND AS INDICATED IN THE MARANA TOWN COUNCIL RESOLUTION APPROVING THIS PLAT, SUBDIVIDERS HEREBY GRANT THE TOWN A LICENSE TO USE AS A PUBLIC ROAD THE 60 FOOT RIGHT OF WAY OF POSTVALE ROAD BEING ABANDONED BY THIS PLAT ALONG THE EAST BOUNDARY OF BLOCK 8 AND THE WEST BOUNDARY OF BLOCK 7 AND THE 60-FOOT FORMER RIGHT-OF-WAY OF POSTVALE ROAD ABANDONED BY THE ORIGINAL VANDERBILT FARMS BLOCK PLAT THROUGH THE MIDDLE OF BLOCK 2. SUBDIVIDERS HEREBY CONFIRM THAT THE TOWN HAS USED THE 60-FOOT FORMER RIGHT-OF-WAY OF POSTVALE ROAD ABANDONED BY THE ORIGINAL VANDERBILT FARMS BLOCK PLAT THROUGH THE MIDDLE OF BLOCK 2 AS A PUBLIC ROADWAY SINCE THE RECORDING OF THE ORIGINAL VANDERBILT BLOCK PLAT WITH THE PERMISSION OF SUBDIVIDERS AND THEIR PREDECESSOR IN INTEREST. THE TOWN'S LOGICALLY AUTOMATICALLY TERMINATES AS TO EACH LICENSED PORTION OF POSTVALE ROAD WHEN ITS PAVEMENT IS REMOVED. REMOVAL OF THE PAVEMENT OF LICENSED POSTVALE ROAD SHALL OCCUR AS SET FORTH IN THE CONCURRENTLY RECORDED AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT.
- BY ITS APPROVAL OF THIS PLAT, THE MARANA TOWN COUNCIL VACATES THE BARNETT CHANNEL PUBLIC DRAINAGEWAY AS SHOWN ON THE FINAL BLOCK PLAT OF VANDERBILT BLOCKS 1 THRU 13, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 60 OF MAPS AND PLATS, PAGE 7, IN EXCHANGE FOR THE RECONFIGURED BARNETT CHANNEL PUBLIC DRAINAGEWAY AS SHOWN ON THIS PLAT.
- THIS PROPERTY IS SUBJECT TO AVIGATION EASEMENTS PER DOCKET 12953, PAGE 3321 AND DOCKET 12953, PAGE 3326, PIMA COUNTY RECORDS

RECORDING DATA

STATE OF ARIZONA) FEE _____
COUNTY OF PIMA) SS _____
No. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS _____ DAY OF _____, 20____, AT _____ M. IN SEQUENCE NO. _____, THEREOF.

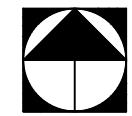
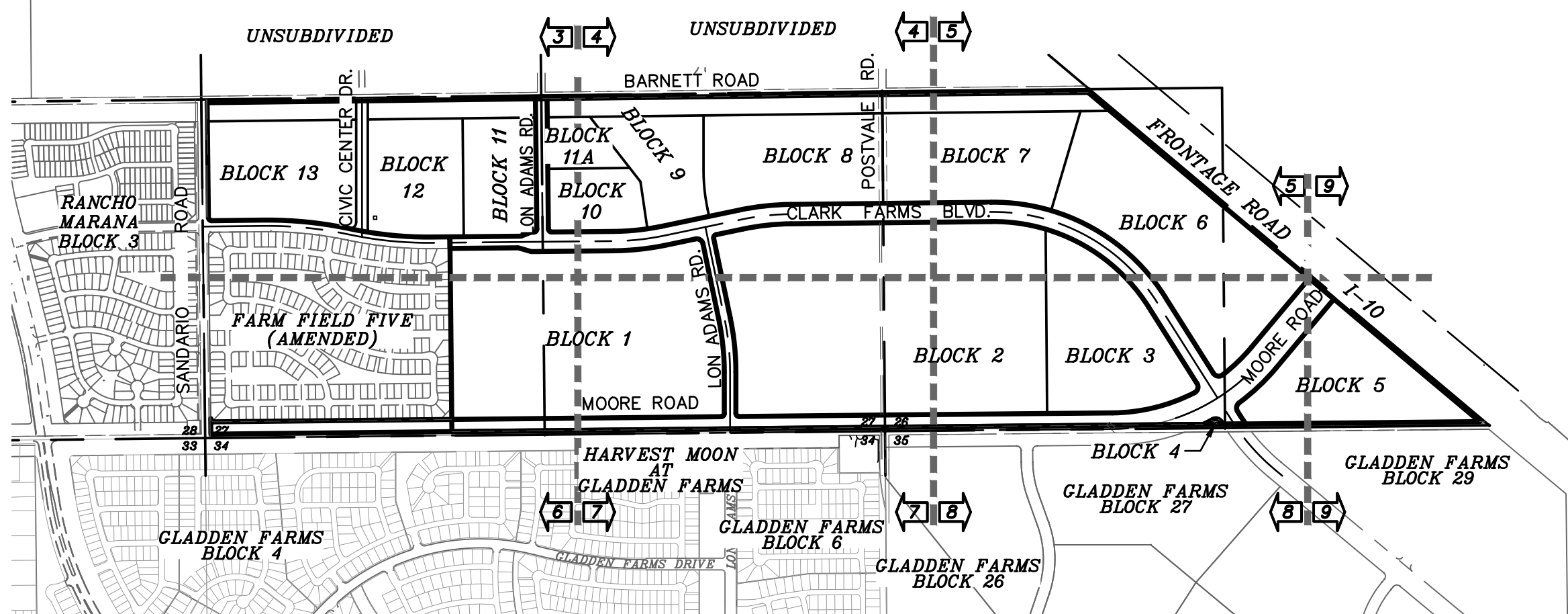
F. ANN RODRIGUEZ, PIMA COUNTY RECORDER

BY: _____ DATE _____
DEPUTY FOR PIMA COUNTY RECORDER

The WLB Group INC. **WLB**

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson , Phoenix,
Flagstaff, and Las Vegas, NV. 1600 W
Broadway Rd, Ste. 150 Tempe Az.
85282 PH.(480) 736-1600

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A



SCALE: 1"=1000'

SHEET INDEX

APPROVALS

TOWN OF MARANA APPROVALS:

MARANA DEVELOPMENT SERVICES DIRECTOR	DATE
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER	DATE
MARANA WATER DIRECTOR	DATE

ASSURED WATER SUPPLY

A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

By: _____ DATE: _____
MARANA WATER DIRECTOR

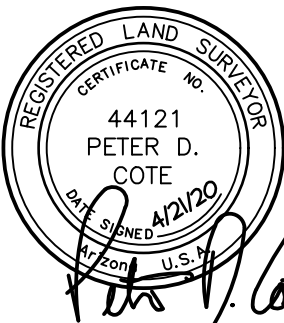
ASSURANCES

ASSURANCES IN THE FORM OF _____ FROM _____ AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ DATE: _____
TOWN OF MARANA

CERTIFICATION

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



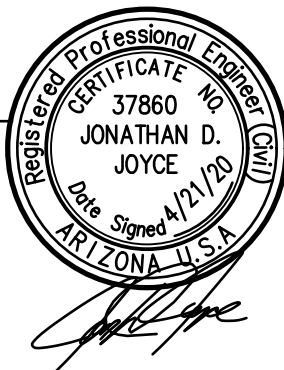
PETER D. COTE, R.L.S. NO. 44121

FLOOD ZONE DESIGNATION

REVIEW OF THE FEMA FLOOD INSURANCE RATE MAPS 04019C1030L AND 04019C1035L, DATED JUNE 6, 2011 AS PUBLISHED BY THE FEMA EMERGENCY MANAGEMENT AGENCY (FEMA) SHOW THAT THE PROJECT SITE LIES WHOLLY WITHIN FLOOD ZONE "X".

ZONE "X" IS DEFINED BY FEMA AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD OR AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM THE 1% ANNUAL CHANCE FLOOD.

JONATHAN D JOYCE P.E. #37860



CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2020.

CLERK OF THE TOWN OF MARANA _____ DATE _____

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.

WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. PORTIONS OF THE PUBLIC RIGHT-OF-WAY DEDICATED BY THE PREVIOUS PLAT, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT BOOK 60 OF MAPS AND PLATS, PAGE 7, ARE BEING ABANDONED AS SHOWN ON THIS PLAT AND AS INDICATED IN THE MARANA TOWN COUNCIL RESOLUTION APPROVING THIS PLAT. UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

AS TO BLOCKS 2 THROUGH 10:
TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY.
AS TRUSTEE UNDER TRUST NO. 202010-R AND NOT PERSONALLY.

BY: _____ DATE: _____
DIANE L. SLOANE, TRUST OFFICER
BENEFICIARY OF TRUST NO. 202010-R:
PEI CAPITAL VENTURE I, L.L.C. AN ARIZONA LIMITED LIABILITY COMPANY.

STATE OF ARIZONA)
COUNTY OF PIMA) SS.
ON THIS THE _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED WHO ACKNOWLEDGED HERSELF TO BE TRUST OFFICER OF LAWYERS TITLE AGENCY OF ARIZONA, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY HERSELF AS TRUST OFFICER.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

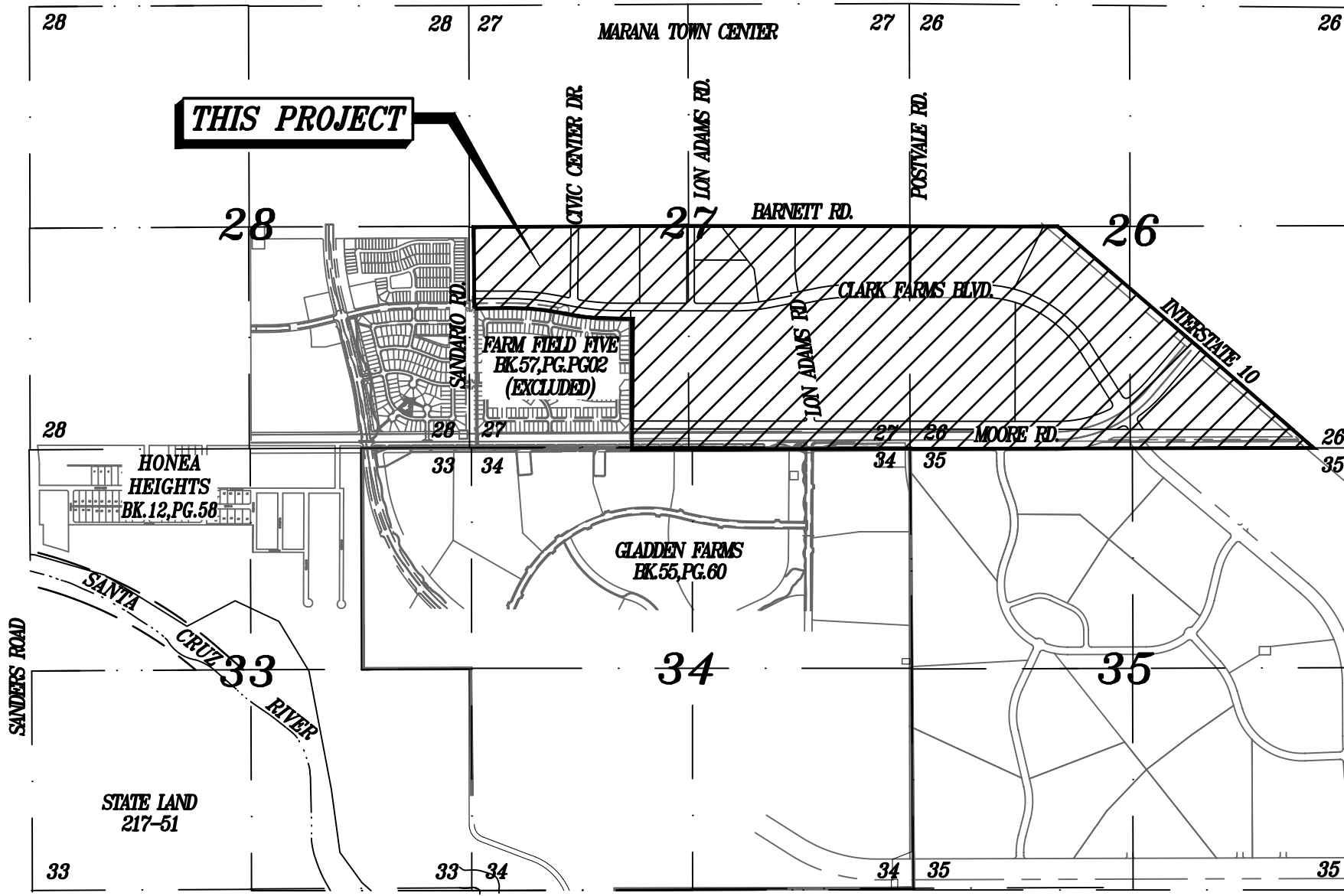
AS TO BLOCKS 1, 11, 11A, 12, AND 13:
TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
AS TRUSTEE UNDER TRUST NO. 202011-R AND NOT PERSONALLY.

BY: _____ DATE: _____
DIANE L. SLOANE, TRUST OFFICER
BENEFICIARY OF TRUST NO. 202011-R:
FCD MARANA VENTURE 1, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY.

STATE OF ARIZONA)
COUNTY OF PIMA) SS.
ON THIS THE _____ DAY OF _____, 2020 , BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED WHO ACKNOWLEDGED HERSELF TO BE TRUST OFFICER OF LAWYERS TITLE AGENCY OF ARIZONA, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY HERSELF AS TRUST OFFICER.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

ADMINISTRATIVE ADDRESS: 11219W BARNETT RD, MARANA 85653



LOCATION MAP

BEING A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27
TOWNSHIP 11 SOUTH, RANGE 11 EAST,
GLA & SALT RIVER MERIDIAN,
TOWN OF MARANA,
PIMA COUNTY, ARIZONA

OWNER

LANDMARK TITLE TR 18106 & TR 18107
ATTN: PEI CAPITAL VENTURE I
333 E OSBORN RD STE 260
PHOENIX AZ 85012-2375

ATTN: FCD MARANA VENTURE I
333 E OSBORN RD STE 260
PHOENIX AZ 85012-2375

DEVELOPER

PEI CAPITOL VENTURE 1, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
333 E. OSBORN RD., SUITE 260
PHOENIX, ARIZONA 85012
DONALD M. EDWARD, MANAGER
PHONE: 602-285-0500

LEGEND OF ZONING

MDR --MEDIUM DENSITY RESIDENTIAL
MHDR --MEDIUM-HIGH DENSITY RESIDENTIAL
HDR --HIGH DENSITY RESIDENTIAL
C --COMMERCIAL
EC --EMPLOYMENT CENTER

LEGEND

--- SUBDIVISION BOUNDARY
--- EASEMENT LINE
--- SECTION LINE
--- PARCEL LINE WITH SET 1/2" IRON PIN, PER TOWN OF MARANA STANDARDS
--- PROPOSED R.O.W. LINE
--- INDICATES STAMPED BRASS DISK SURVEY MONUMENT TO BE SET UPON COMPLETION OF CONSTRUCTION, PER TOWN OF MARANA STANDARDS
--- FOUND SURVEY MONUMENT AS NOTED (IRON PIN, BRASS CAP, ETC.)
--- SHEET INDEX
--- SHEET INDICATOR
--- MATCH LINE

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GLA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

(PRV1909-002)
(SPA-05145)

[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093p)]

February, 2020
SCALE AS NOTED

WLB JOB NO. 198064K001

SHEET 1 OF 9

SEQUENCE NO.

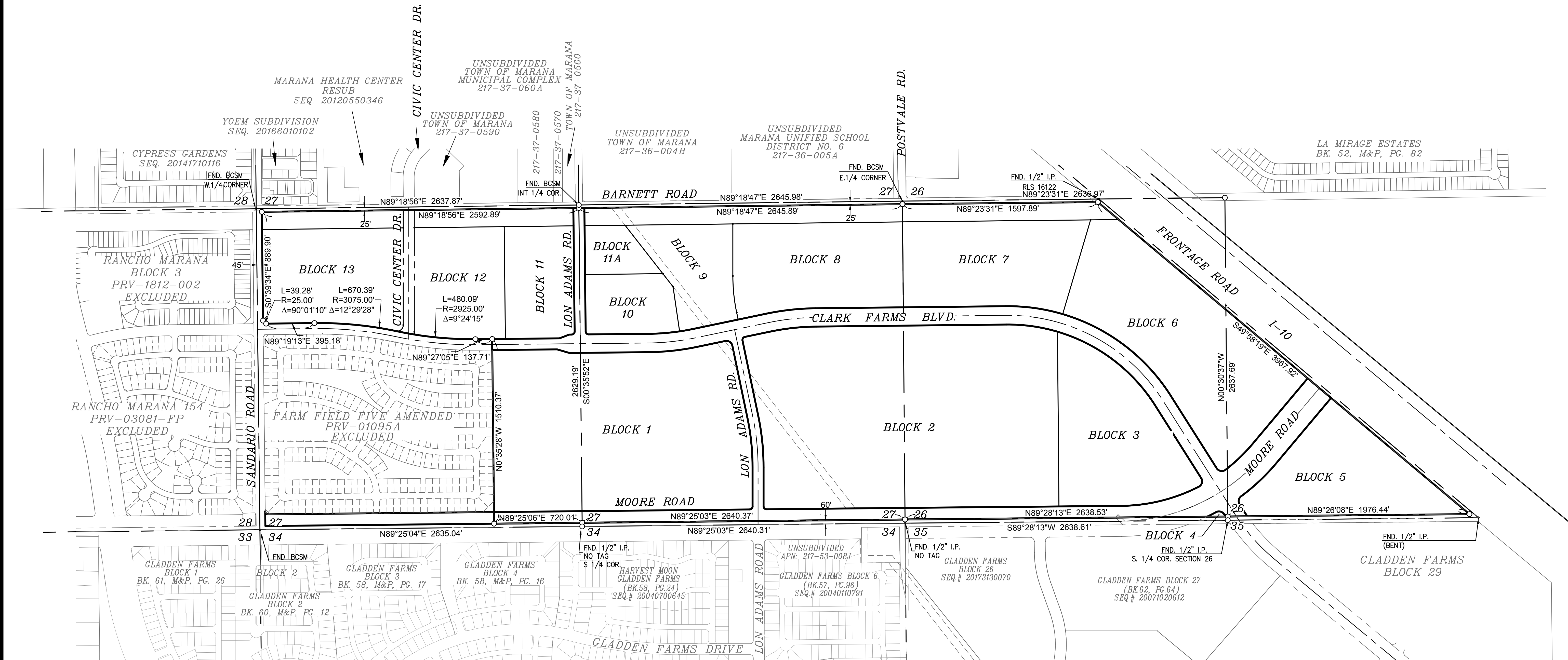
PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BARNETT CHANNEL 1	3.85	2602.16
BARNETT CHANNEL 2	4.33	2893.37
BARNETT CHANNEL 3	8.66	5491.54
BARNETT CHANNEL 4	5.60	3732.73

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 1	62.64	6777.86
BLOCK 2	83.91	7838.61
BLOCK 3	25.52	4405.71
BLOCK 4	0.09	330.40

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 5	21.53	4576.38
BLOCK 6	40.15	5974.70
BLOCK 7	23.20	4349.21
BLOCK 8	22.70	4230.65

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 9	11.60	3163.06
BLOCK 10	8.18	2388.92
BLOCK 11	11.89	2935.57
BLOCK 11A	4.43	1868.62

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 12	15.42	3266.10
BLOCK 13	20.80	3888.47
FARM FIELD 5 / AMENDED	60.51	6526.20



RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

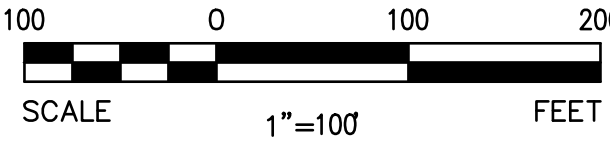
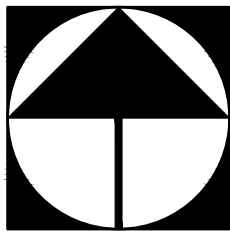
A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13, FINAL BLOCK PLAT, AS
RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

February, 2020
SCALE AS NOTED

SHEET 2 OF 9

The
WLB
Group

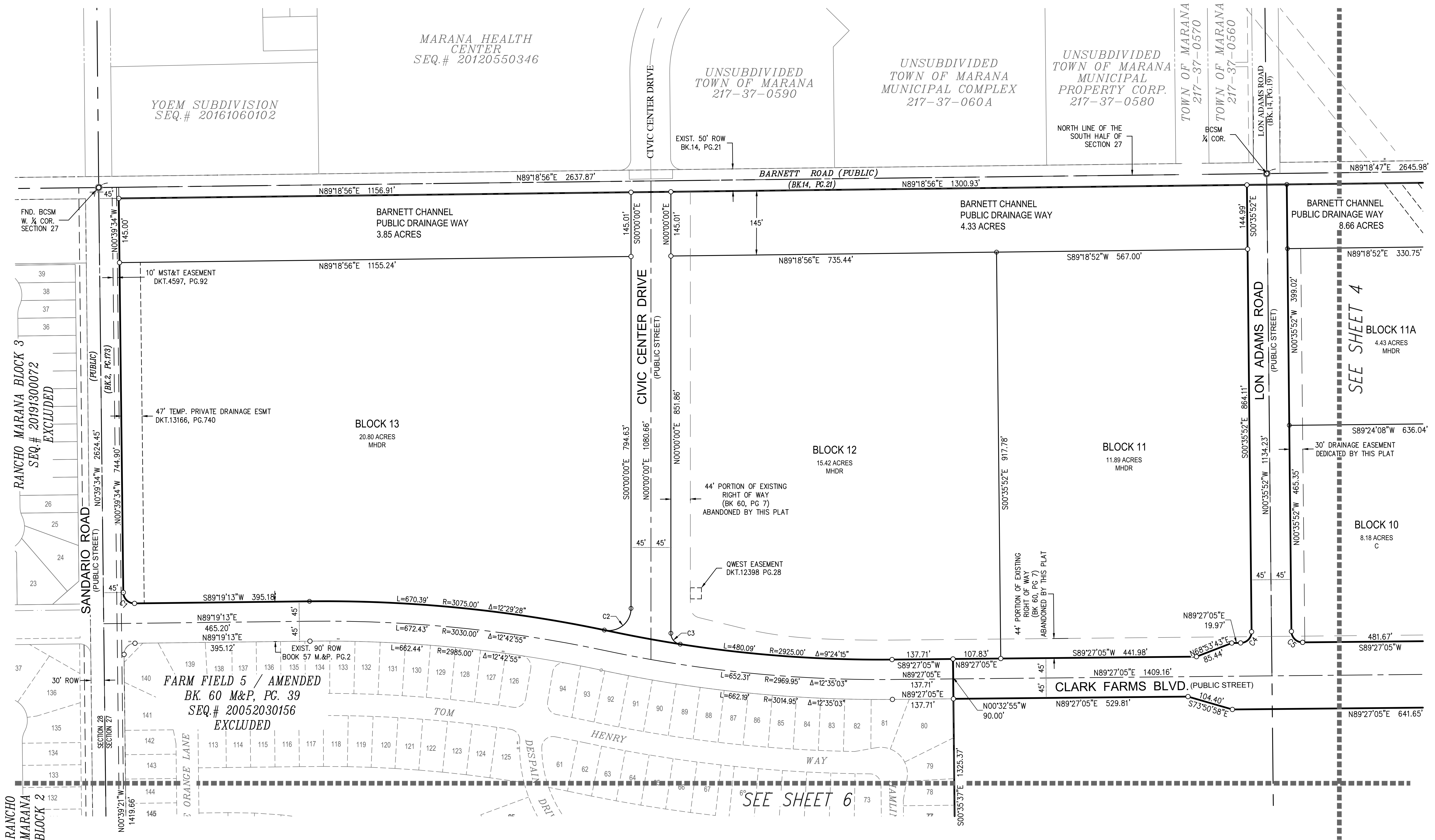
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix,
Flagstaff, and Las Vegas, NV. 1600 W
Broadway Rd, Ste. 150 Tempe Az.
85282 PH.(480) 736-1600



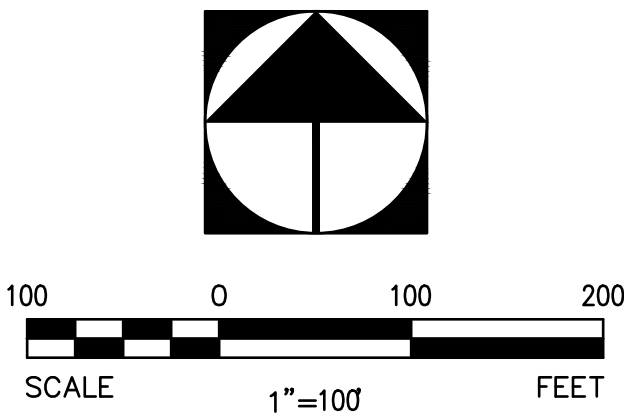
(PRV1909-002)
(SPA-05145)

[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001



PARCEL CURVE DATA			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00'	90.02	39.28'
C2	50.00'	101.81	88.85'
C3	25.00'	81.12	35.40'
C4	25.00'	90.05	39.29'
C5	25.00'	89.95	39.25'



The WLB Group

WLB

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV. 1600 W Broadway Rd, Ste. 150 Tempe Az. 85282 PH.(480) 736-1600



(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

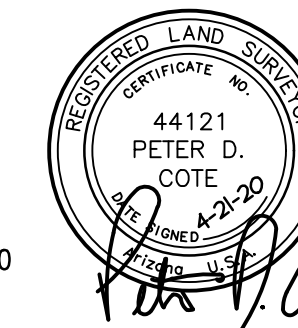
A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13, FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

February, 2020
SCALE AS NOTED

WLB JOB NO. 198064K001

SHEET 3 OF 9

UNSUBDIVIDED
MARANA UNIFIED SCHOOL
DISTRICT NO. 6
217-36-005A



A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13, FINAL BLOCK PLAT, AS
RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

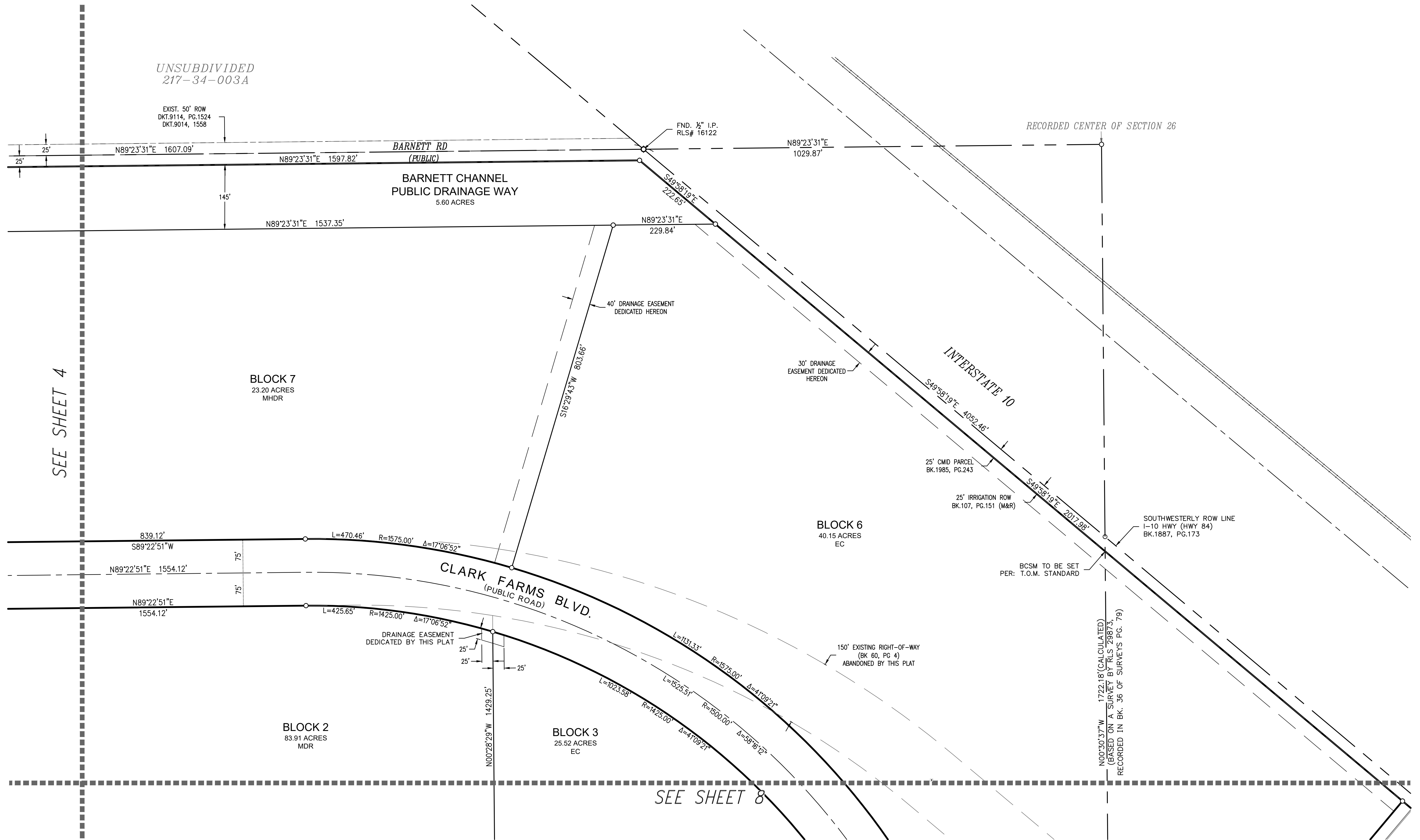
SHEET 4 OF 9

Engineering • Planning • Surveying
Landscape Architecture • Urban Design

Offices located in: Tucson , Phoenix,
Flagstaff, and Las Vegas, NV. 1600 W
Broadway Rd, Ste. 150 Tempe Az.
85282 PH.(480) 736-1600

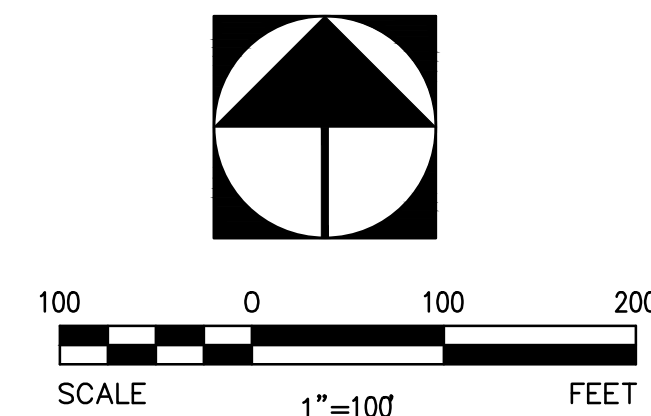
RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

SEQUENCE NO.



The
WLB
Group

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix,
Flagstaff, and Las Vegas, NV. 1600 W
Broadway Rd, Ste. 150 Tempe Az.
85282 PH.(480) 736-1600



(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]
WLB JOB NO. 198064K001

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13, FINAL BLOCK PLAT, AS
RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

February, 2020
SCALE AS NOTED

SHEET 5 OF 9

SEE SHEET 7

BLOCK 1
62.64 ACRES
MDR

S0°35'52"E 2629.19'
MID-SECTION LINE

25' CMID ESMT.
DKT. 107, PG. 151

95' EXISTING ROW
BOOK 60, M&P, PG. 7

S 1/4 COR.
FOUND 1/2" IRON PIN

S89°25'06"W 720.03'

N89°25'06"E 720.01'

MOORE ROAD
(PUBLIC STREET)

1845.20'

S89°25'06"W

N89°25'06"E 1870.22'

250' EXIST. ROW
BOOK 55, M&P, PG.60
BOOK 57, M&P, PG.2
BOOK 2, R.M., PG.126

155' EXISTING ROW
BOOK 2, M&P, PG.126
BOOK 55, M&P, PG.60

GLADDEN FARMS BLOCK 2
(BK.60, M&P, PG.12)

GLADDEN FARMS BLOCK 3
(BK.58, M&P, PG.17)

GLADDEN FARMS BLOCK 4
(BK.58, M&P, PG.18)

HARVEST MOON
GLADDEN FARMS
(BK.58, PG.24)

RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

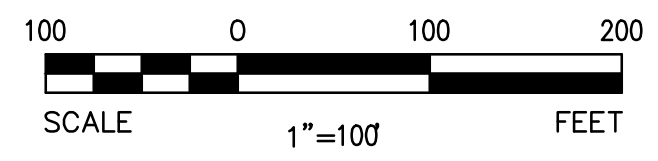
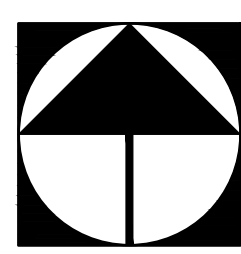
A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13, FINAL BLOCK PLAT, AS
RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

(PRV1909-002)
(SPA-05145)

[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

February, 2020
SCALE AS NOTED

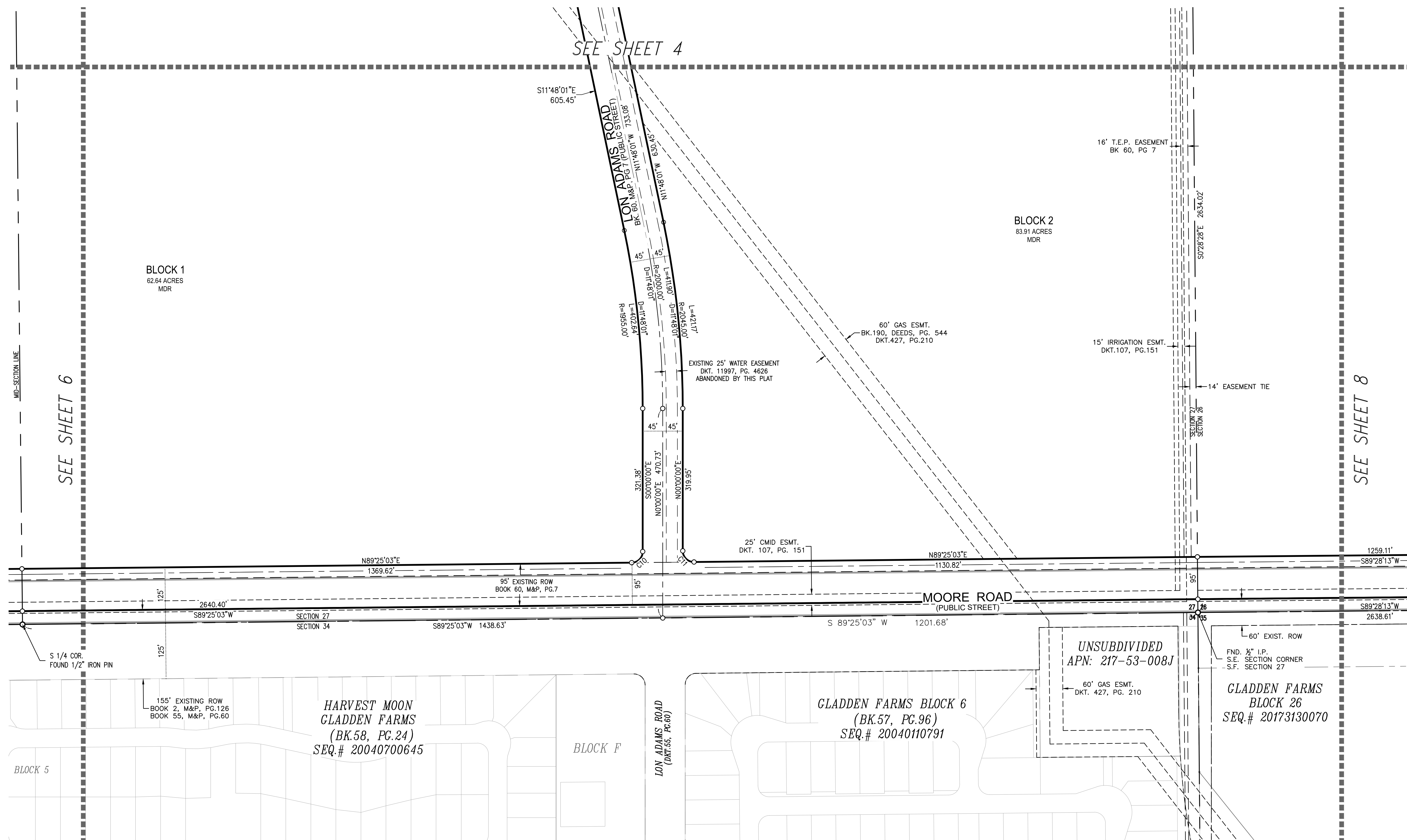
WLB JOB NO. 198064K001



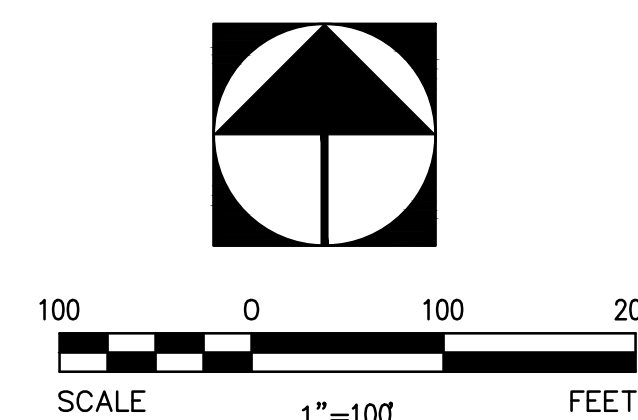
The WLB Group INC.

WLB

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix,
Flagstaff, and Las Vegas, NV. 1600 W
Broadway Rd, Ste. 150 Tempe Az.
85282 PH.(480) 736-1600



PARCEL CURVE DATA			
CURVE #	RADIUS	DELTA	LENGTH
C10	25.00'	89.42	39.02'
C11	25.00'	90.58	39.52'



(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS
RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

February, 2020
SCALE AS NOTED

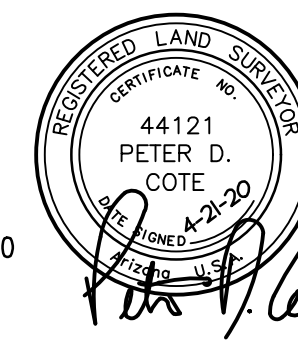
SHEET 7 OF 9

SEQUENCE NO.

Page 87 of 153



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C12	83.09'	50.00'	95°12'55"
C13	83.09'	50.00'	95°12'59"
C14	82.48'	1675.00'	2°49'16"
C15	74.91'	50.00'	85°50'42"
C16	74.91'	50.00'	85°50'38"
C17	74.79'	1525.00'	2°48'36"

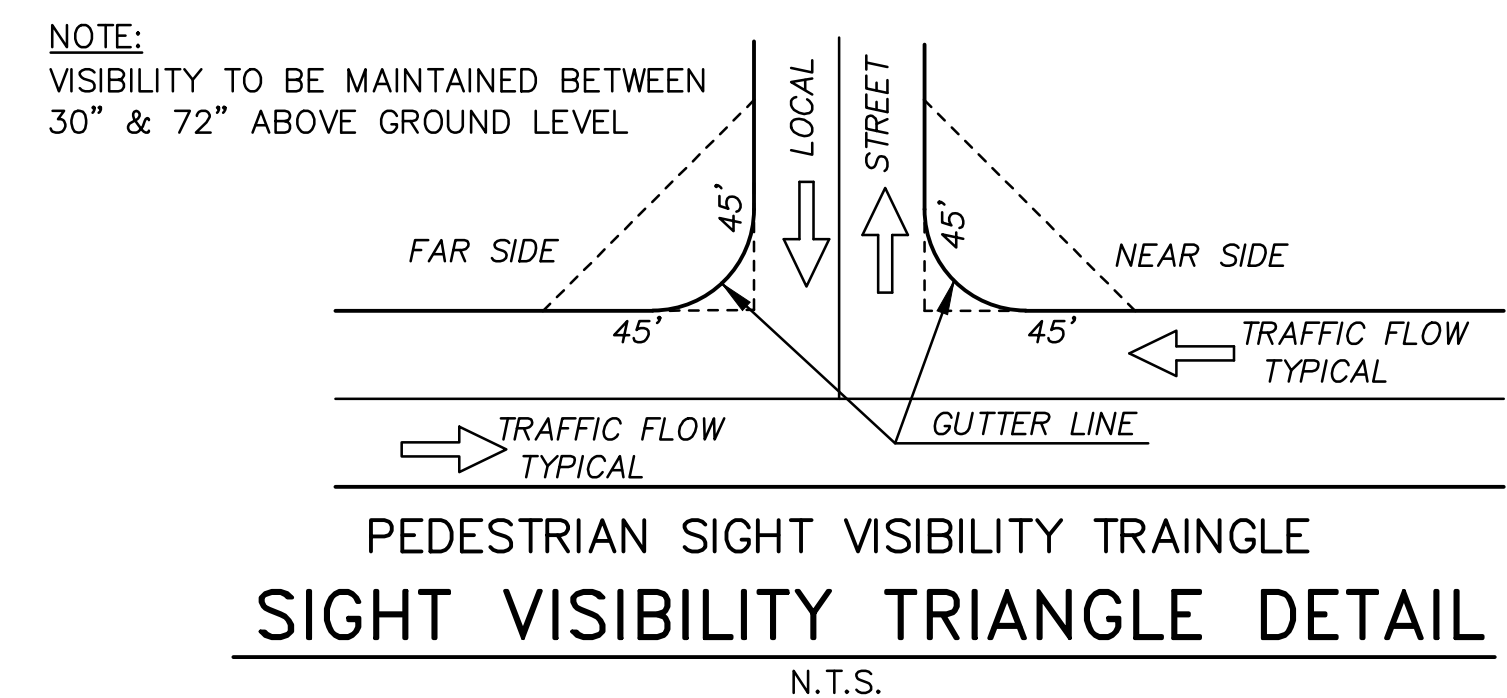
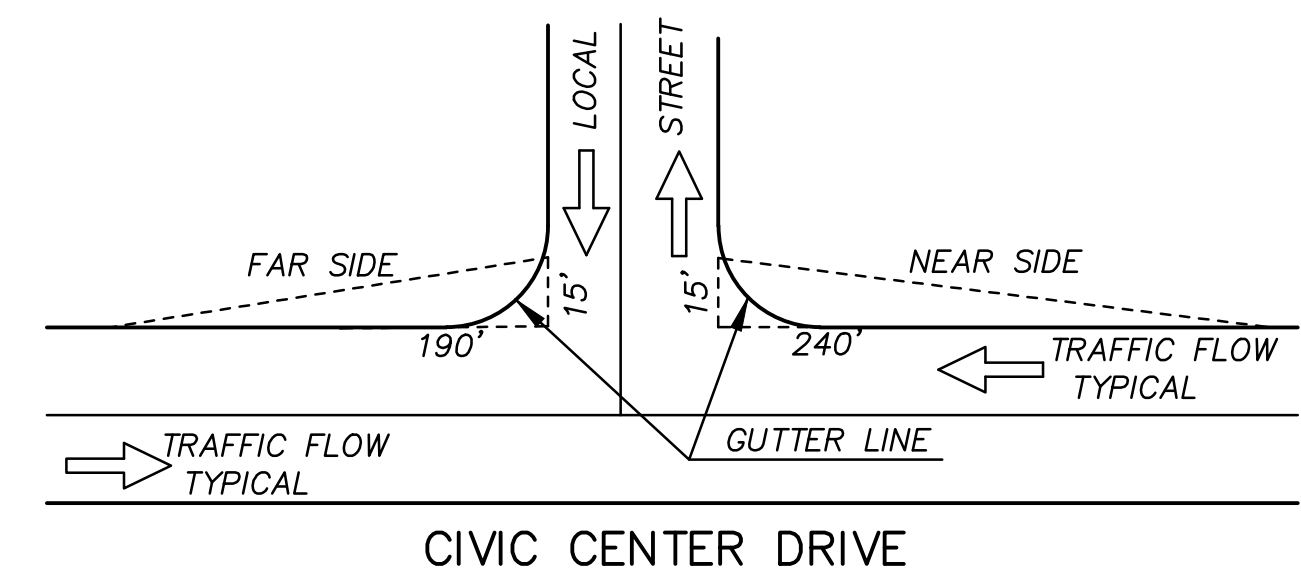
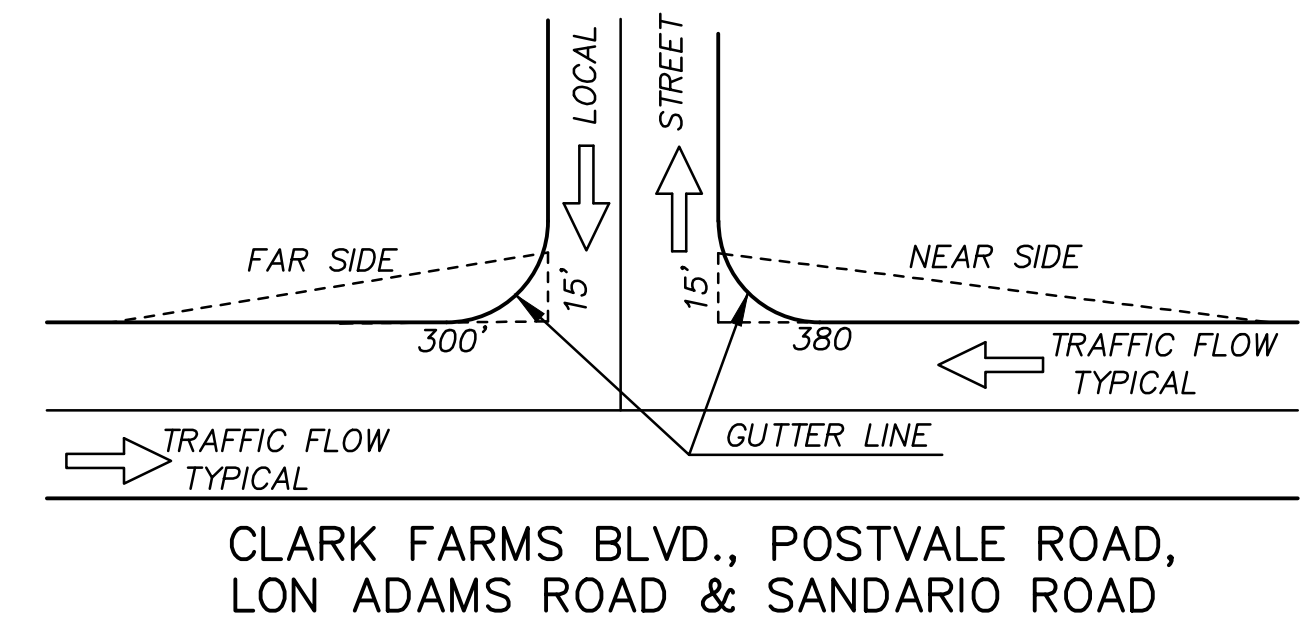
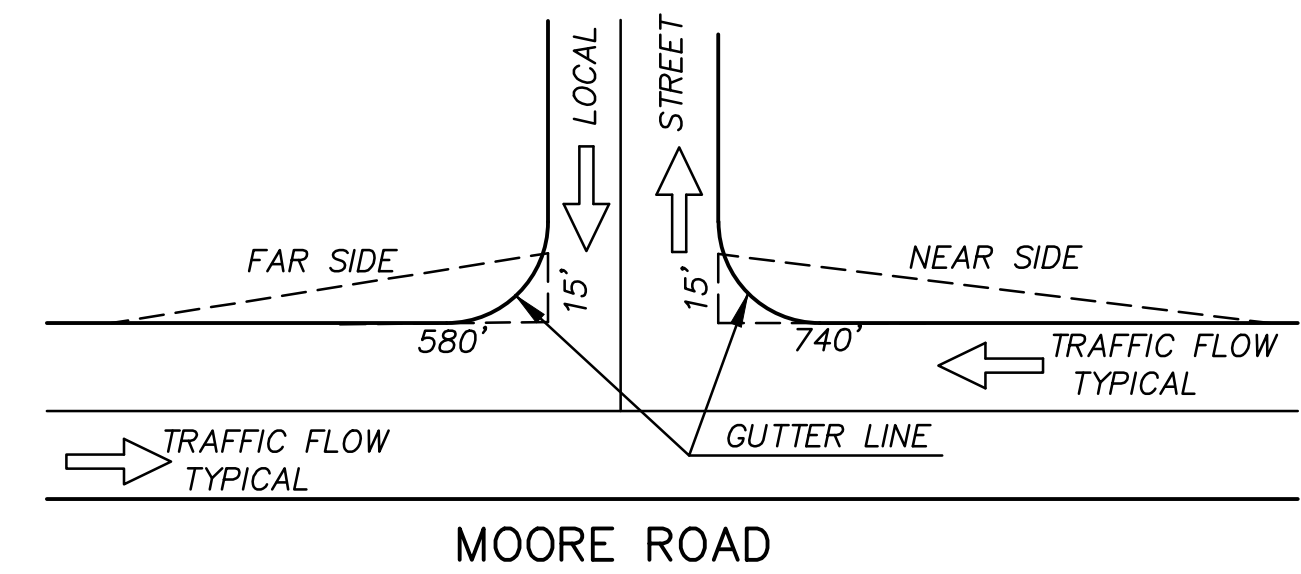
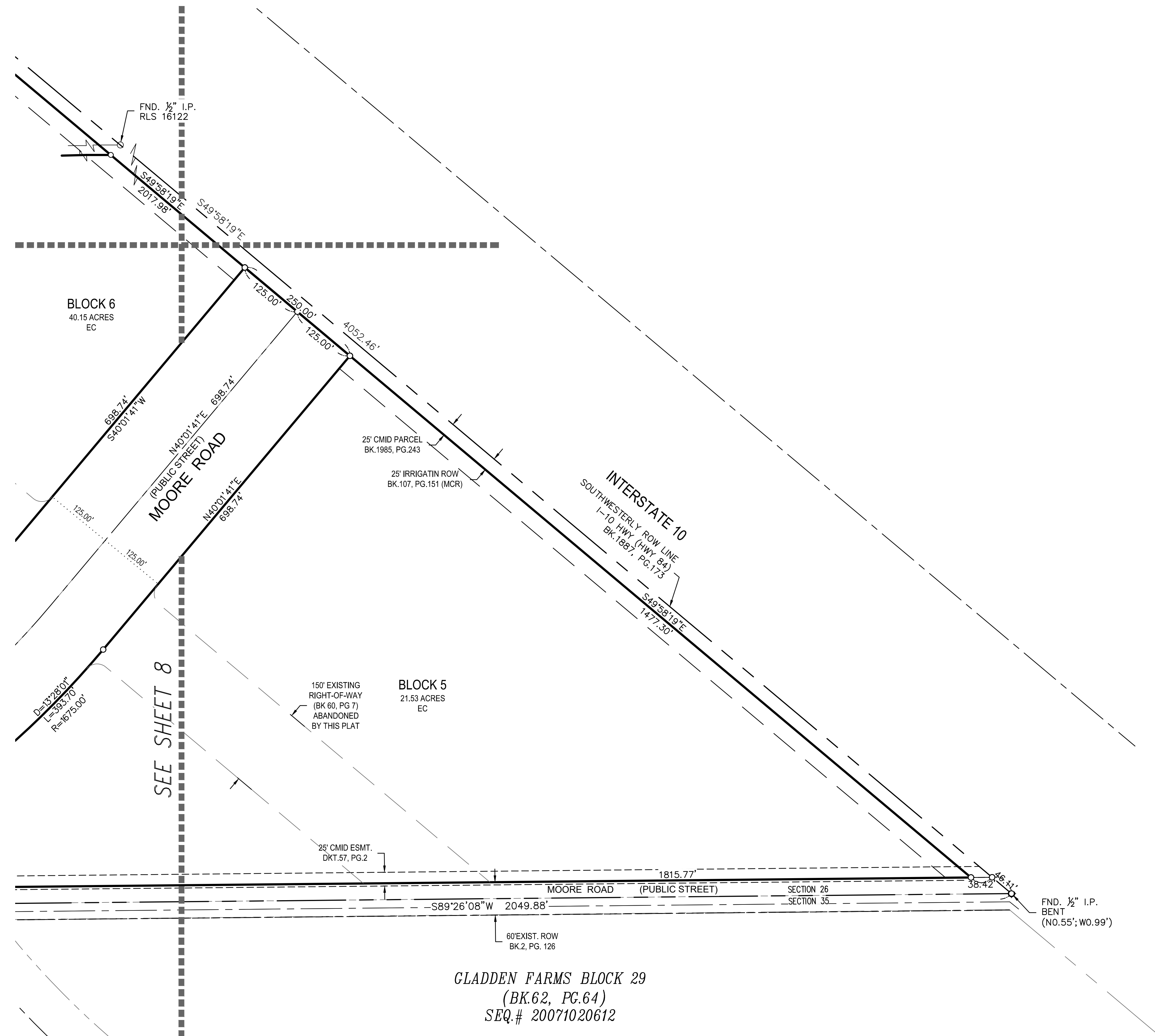


*RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A*

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS
RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

February, 2020
SCALE AS NOTED

SHEET 8 OF 9

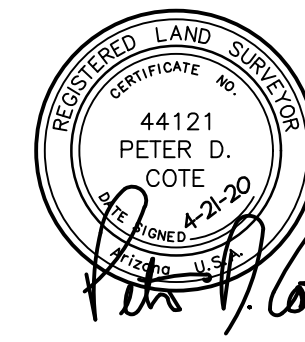
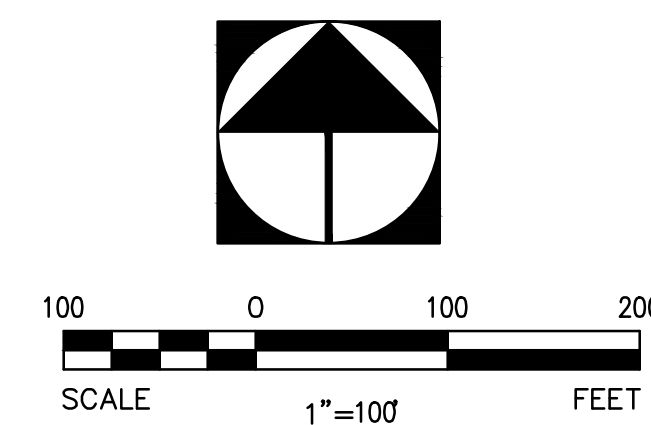


The
WLB
Group

WLB

Engineering • Planning • Surveying
Landscape Architecture • Urban Design

Offices located in: Tucson, Phoenix,
Flagstaff, and Las Vegas, NV. 1600 W
Broadway Rd, Ste. 150 Tempe Az.
85282 PH.(480) 736-1600



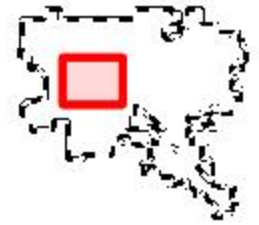
(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]
WLB JOB NO. 198064K001

RE-PLAT OF FINAL BLOCK PLAT
VANDEBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13, FINAL BLOCK PLAT, AS
RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

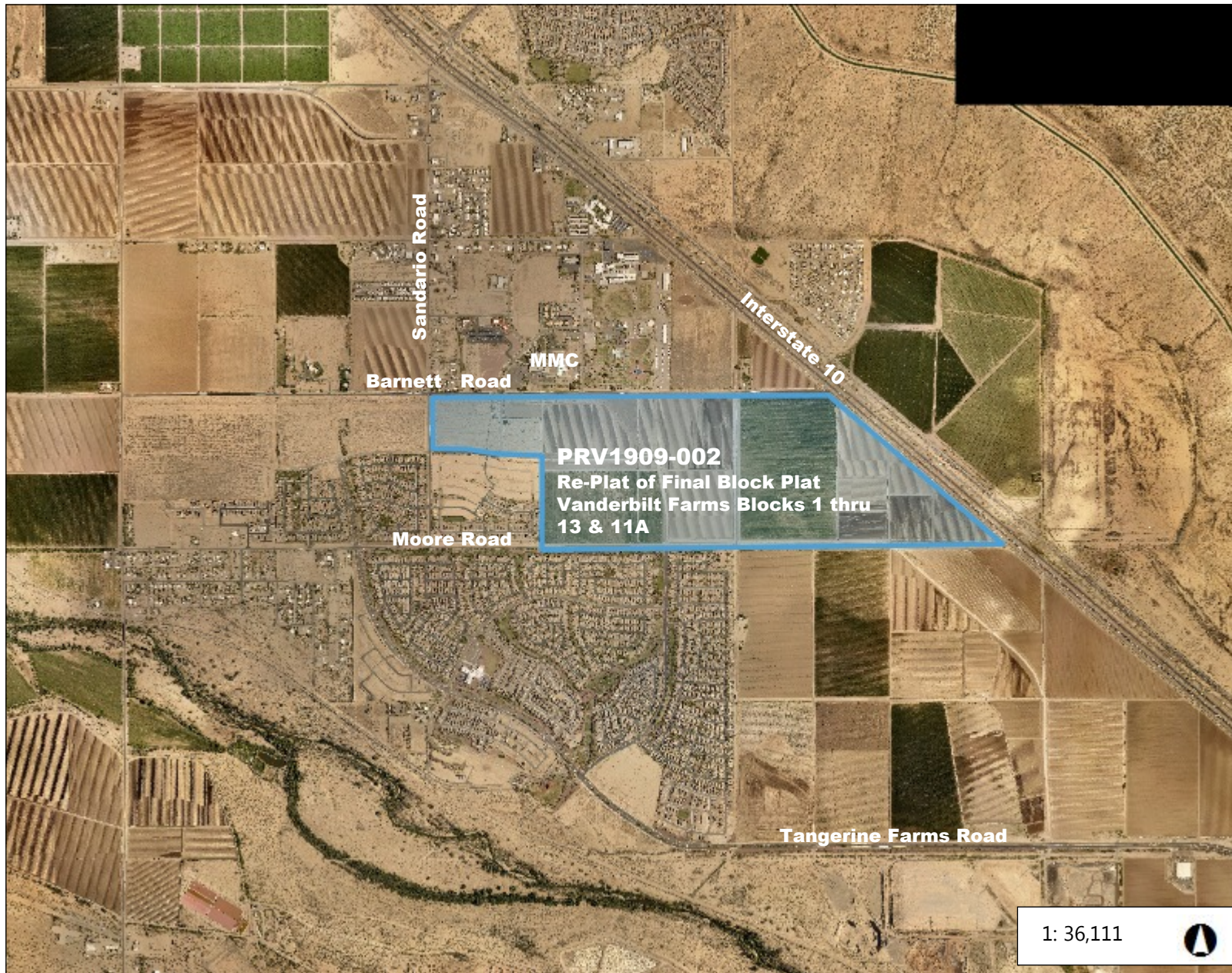
February, 2020
SCALE AS NOTED

SHEET 9 OF 9



Legend

- Marana Addresses
- Marana Town Limits



1: 36,111



1.1 0 0.57 1.1 Miles

Notes

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

Project Name: Vanderbilt Farms Blocks 1 - 13

Description of Project: Re-plat of the original Block Plat

Number of Lots: NA

Parcel No.(s): 217-39-0020;0030;0040;0050;0060;0070;0080;0090;0100;0110;0120

Gross Area (Acres):

Project Address: 11219 W. Barnett Road

Ref. Project No.: PRV-03093FP

CONTACT INFORMATION**Owner:** PEI Capitol Venture 1, LLC

Contact Name: Donald M. Edward

Address: 333 E. Osborn Rd., Suite 260

City: Phoenix

State: AZ

Zip: 85012

Email:

Phone No.: (602) 285-0500

Applicant: Same as Above

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Consultant/Engineer: The WLB Group, Inc.

Contact Name: Linda Thompson

Address: 1600 W. Broadway, Suite 150

City: Tempe

State: AZ

Zip: 85282

Email: lthompson@wlbgroup.com

Phone No.: (520) 390-1086

OWNER/APPLICANT AUTHORIZATION

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

Linda Thompson

Linda Thompson

Digitally signed by Linda Thompson
Date: 2019.09.05 12:19:01 -07'00'

9/5/2019

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLYProject No. PRV 1909-002Date Received 9/6/19

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

Revision Date 1/26/2017



Council-Regular Meeting

A3

Meeting Date: 06/02/2020

To: Mayor and Council

From: Heath Vescovi-Chiordi, Assistant to the Town Manager

Date: June 2, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-060: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2021 (Heath Vescovi-Chiordi)

Discussion:

The Town of Marana has contracted with Triadvocates, LLC for lobbying services since 2010. In keeping with the Legislative Program adopted annually by the Town Council, Triadvocates pursues and defends Marana's legislative priorities at the Arizona State Legislature. This includes communicating directly with legislators and their staff, outside stakeholders, and other governmental bodies as needed to achieve desired legislative outcomes. Triadvocates also advises the Town on ongoing legislation and legislative issues, providing information and strategic guidance throughout the legislative session.

The Lobbying Services agreement is for a term of one year, from July 1, 2020 through June 30, 2021. The annual compensation has been adjusted downward from the 2019-2020 agreement.

Financial Impact:

Fiscal Year: 2021

Budgeted Y

Y/N:

Amount: \$45,000.00

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2020-060; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for fiscal year 2021.

Attachments

Resolution No. 2020-060
Exhibit A - Agreement

MARANA RESOLUTION NO. 2020-060

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOBBYING SERVICES AGREEMENT WITH TRIADVOCATES, LLC FOR FISCAL YEAR 2021

WHEREAS the Town of Marana and Triadvocates, LLC wish to enter into an agreement whereby Triadvocates, LLC will provide lobbying services for the Town before state government bodies and officials; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the lobbying services agreement between the Town of Marana and Triadvocates, LLC for fiscal year 2021, attached to this resolution as Exhibit A is hereby approved, and the Town Manager is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

LOBBYING SERVICES AGREEMENT

This Agreement for lobbying services (this “Agreement”) is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”) and TRIADVOCATES LLC, a Delaware limited liability company (“TRIADVOCATES”).

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

- A. ENGAGEMENT AND SCOPE OF SERVICES:** The Town retains TRIADVOCATES in the capacity of lobbyist. TRIADVOCATES shall provide lobbying services at the direction of the Town Manager as approved and directed by the Mayor and Council. TRIADVOCATES’ duties shall include providing lobbying services for the Town before state government bodies and officials.
- B. REPRESENTATION OF OTHER CLIENTS:** Nothing in this Agreement shall be interpreted to prohibit TRIADVOCATES from representing other clients so long as that representation does not constitute a legal conflict of interest. The Town may waive conflicts to the extent permitted by law.
- C. COMPENSATION:** For the services contemplated in this Agreement, the Town shall pay TRIADVOCATES a fee of \$3,750.00 per month, with total compensation under this Agreement not to exceed \$45,000.
- D. CHARGES FOR COSTS AND EXPENSES:** With the Town Manager’s prior written approval, the Town shall reimburse TRIADVOCATES for any reasonable out-of-pocket costs, including costs for travel time or mileage, which TRIADVOCATES may incur as a direct result of its lobbying efforts on the part of the Town. TRIADVOCATES will not markup any of its costs.
- E. BILLING:** TRIADVOCATES shall bill the Town for its services on or about the first day of each month. The Town shall pay invoices within 30 days of receipt.

ARTICLE II. TERM

This Agreement shall begin on and be effective as of July 1, 2020, and shall continue in full force and effect until June 30, 2021 unless sooner terminated pursuant to Article III.

ARTICLE III. TERMINATION/MODIFICATIONS

- A. TERMINATION:** This Agreement may be terminated by either the Town or TRIADVOCATES at any time, subject to payment of all fees and costs incurred through the date of termination, by giving written notice to the other party. The written notice shall be

delivered personally or by certified mail, and termination shall take effect 30 days after receipt of the written notice by the receiving party.

- B. MODIFICATION:** This Agreement may not be modified except by an instrument in writing duly executed by all parties.

ARTICLE IV. MISCELLANEOUS

- A. ENTIRE AGREEMENT:** This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.
- B. NO ASSIGNMENT:** TRIADVOCATES may not assign any rights or obligations under this Agreement without the Town's prior written consent.
- C. INDEPENDENT CONTRACTOR STATUS:** TRIADVOCATES is an independent contractor and nothing in this Agreement shall make TRIADVOCATES an employee of the Town. TRIADVOCATES is solely responsible for all federal, state and local taxes, including but not limited to FICA, unemployment compensation and workers' compensation, and will not be subject to the personnel policies or entitled to any benefits of the Town.
- D. GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.
- E. ATTORNEYS' FEES:** If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.
- F. SEVERABILITY:** If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- G. CONFLICT OF INTEREST:** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.
- H. COMPLIANCE WITH IMMIGRATION LAWS:** TRIADVOCATES warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 (A). TRIADVOCATES acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

TOWN OF MARANA:

TRIADVOCATES LLC:

By: _____
Jamsheed Mehta, Town Manager

By:  _____
Julie Rees, Principal
EIN/SSN: 42-1528332

Dated: _____

Dated: May 16, 2020

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Deputy Town Attorney



Council-Regular Meeting

A4

Meeting Date: 06/02/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 2, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-061: Relating to Capital Improvement Projects; authorizing swift Town construction of the Adonis Road Improvements; and approving and authorizing the Mayor to sign the Second Amendment to Villages of Tortolita Development Agreement and the First Amendment to Mandarinina Mediation Agreement (Frank Cassidy)

Discussion:

Unanticipated events have caused TMR Investors, LLC, the developer of The Villages of Tortolita development project, delays in construction of the Adonis Road Improvements as anticipated under the Villages of Tortolita Development Agreement as amended. The Town Council has clearly expressed the desire that the Adonis Road Improvements be constructed as swiftly as possible to give the residents, businesses, and landowners located east of I-10 between Marana Road and Tangerine Road a second major means of access.

The resolution accompanying this item, if approved, will approve amendments to two existing agreements. The amendments facilitate the Town's swift construction of the Adonis Road Improvements. These two amendments in the form approved by the other contracting parties are included with the backup materials.

The first of the two amendments proposed to be approved by this item is the Second Amendment to Villages of Tortolita Development Agreement (the "2nd VOT Amendment") with TMR Investors, LLC, the developer of The Villages of Tortolita development project. The 2nd VOT Amendment relieves TMR from its obligation to build Adonis Road, and replaces it with an obligation to pay the Town \$2.5M (the currently estimated cost of building temporary Adonis Road) before the first building permit is issued in The Villages of Tortolita. After Adonis Road is completed by the Town and TMR has paid the \$2.5M, the 2nd VOT Amendment allows TMR to construct

300 single family residences in The Villages of Tortolita before having to build the Marana TI Improvements or any other off-site transportation infrastructure.

Included with the backup material related to the 2nd VOT Amendment are annotated copies of the original Villages of Tortolita Development Agreement and of the First Amendment to Villages of Tortolita Development Agreement, showing how both documents are affected by the 2nd VOT Amendment.

The second of the two amendments proposed to be approved by this item is the First Amendment to Mandarinina Mediation Agreement (the "MMA Amendment"). The MMA Amendment provides for the Town to use already-committed Town funding plus funding provided by Mandarinina to build the portion of Adonis Road across the Mandarinina Property to a "permanent interim cross-section" -- that is, built to a normal permanent two-lane road cross-section, but without the last two inches of asphalt and without the curbs and landscaping, all of which will be added by Mandarinina at its cost as the Mandarinina Property is developed. Under the MMA Amendment, the Town will pay \$972,281 (the estimated cost the Town would have spent on the temporary road) toward constructing permanent Adonis Road, plus the \$1.1M toward the permanent road that the Town is already obligated to pay under the Mandarinina Mediation Agreement. Mandarinina will pay all costs of permanent Adonis Road in excess of the Town's contribution. Mandarinina is already paying Psomas to design permanent Adonis Road through the Mandarinina Property, and the design plans should be completed at approximately the same time the Town completes its currently-pending CMAR selection process for the contractor to build the roadway improvements. After being selected, the CMAR will provide a guaranteed maximum price (GMP) contract for the permanent Adonis Road segment of construction. Before the Town signs the construction contract, Mandarinina will deposit sufficient funding to pay the balance of the GMP.

Financial Impact:

Fiscal Year: 2021

Budgeted Y
Y/N:

Amount: \$4,800,000
(includes
Mandarinina
funding)

- Based on development impact fee program costs for permanent roadways, the Town anticipates that the total cost of permanent Adonis Road through Mandarinina will be \$3,200,000. The Town's share of the cost to construct permanent Adonis Road through Mandarinina is \$2,072,281 (the \$1,100,000 in funding previously committed under the Mandarinina Mediation Agreement plus \$972,281 the Town would have paid toward the temporary two-lane road construction). Mandarinina is required to pay any balance for the permanent Adonis Road segment above the Town's contribution, but the full amount needs to be included in the budget to provide budgeted expenditure authority for the Town to pay the contractor for the project.

- The Town's total construction cost for the remaining temporary two-lane roadways (the Adonis Road segment located north of Mandarinina and Mandarinina Link Road) is anticipated to be about \$1,500,000.
- An additional \$100,000 is set aside to cover CMAR professional costs and other contingencies.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-061, authorizing swift Town construction of the Adonis Road Improvements; and approving and authorizing the Mayor to sign the Second Amendment to Villages of Tortolita Development Agreement and the First Amendment to Mandarinina Mediation Agreement.

Suggested Motion:

I move to adopt Resolution No. 2020-061, authorizing swift Town construction of the Adonis Road Improvements; and approving and authorizing the Mayor to sign the Second Amendment to Villages of Tortolita Development Agreement and the First Amendment to Mandarinina Mediation Agreement.

Attachments

Resolution No. 2020-061
VOT DA 2nd Amendment
Original VOT DA Annotated
VOT DA 1st Amend Annotated
Mandarinina MA Amendment

MARANA RESOLUTION NO. 2020-061

RELATING TO CAPITAL IMPROVEMENT PROJECTS; AUTHORIZING SWIFT TOWN CONSTRUCTION OF THE ADONIS ROAD IMPROVEMENTS; AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDMENT TO VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT AND THE FIRST AMENDMENT TO MANDARINA MEDIATION AGREEMENT

WHEREAS, as swiftly as possible, the Town of Marana desires to construct the Adonis Road Improvements, consisting of a two-lane paved public road from the current eastern terminus of Grier Road pavement to Tangerine Road, to provide secondary access for homes and properties located east of I-10 between Marana Road and Tangerine Road; and

WHEREAS the Town anticipated that the Adonis Road Improvements would be constructed by TMR Investors, LLC ("TMR"), the developer of The Villages of Tortolita development project, pursuant to the "Villages of Tortolita Development Agreement," 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, as amended by the "First Amendment to Villages of Tortolita Development Agreement," recorded in the Pima County Recorder's office on November 18, 2019 at Sequence 20193220672 and recorded in the Pinal County Recorder's office on December 9, 2019 at Fee Number 2019-104773 (together referred to as the "Existing Villages of Tortolita Agreements"); and

WHEREAS intervening causes including unanticipated and expensive design requirements to cross the Central Arizona Project (CAP) siphon and the Coronavirus Disease 2019 (COVID-19) pandemic have resulted in the Adonis Road Improvements not having been constructed by TMR as anticipated; and

WHEREAS the Town of Marana acquired a portion of the public right-of-way needed for the Adonis Road Improvements pursuant to the "Mandarina Mediation Agreement," entered into between Mandarin, LLC and the Town dated October 30, 2019; and

WHEREAS Town staff has negotiated a "Second Amendment to Villages of Tortolita Development Agreement" and a "First Amendment to Mandarin Mediation Agreement," which together will facilitate the Town's swift construction of the Adonis Road Improvements and will make corresponding revisions as necessary to the Existing Villages of Tortolita Agreements and the Mandarin Mediation Agreement; and

WHEREAS the Marana Town Council finds that swift Town construction of the Adonis Road Improvements and Town execution of the Second Amendment to Villages of Tortolita Development Agreement and the First Amendment to Mandarin Mediation Agreement are in the best interests of the Town and its citizens and should be pursued and approved.

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

SECTION 1. Town staff is directed, as swiftly as possible, to construct the Adonis Road Improvements.

SECTION 2. The Second Amendment to Villages of Tortolita Development Agreement is approved in the form provided in the agenda materials associated with this Council agenda item, the Mayor is authorized to sign it, and Town staff is authorized to carry out its terms.

SECTION 3. The First Amendment to Mandarin Mediation Agreement is approved in the form provided in the agenda materials associated with this Council agenda item, the Mayor is authorized to sign it, and Town staff is authorized to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

SECOND AMENDMENT TO VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS SECOND 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. The Parties entered into the "FIRST AMENDMENT TO VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT" (the "First Amendment"), which was recorded in the Pima County Recorder's office on November 18, 2019 at Sequence 20193220672 and recorded in the Pinal County Recorder's office on December 9, 2019 at Fee Number 2019-104773.

C. Among other things, the Original Agreement provided for TMR's construction of the "Adonis Road Improvements" as defined and described in the Original Agreement and amended in the First Amendment.

D. Intervening causes including 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 and the Coronavirus Disease 2019 (COVID-19) pandemic have resulted in the Adonis Road Improvements not having been constructed by TMR as anticipated in the Original Agreement as amended by the First Amendment (which are together referred to as the "Existing Agreements").

E. The Parties now desire to amend the Existing Agreements to better suit the mutual needs and desires of the Parties.

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 Existing Agreements, the Parties hereby agree as follows:

1. *Town construction of the Adonis Road Improvements.* The Town shall procure and construct the Adonis Road Improvements as soon as possible and in any event no later than October 30, 2021.

2. *TMR contribution toward the cost to construct the Adonis Road Improvements.* Before applying for the first building permit for the first home on the "Subject Property" (as defined in the Original Agreement), TMR shall pay the Town \$2,500,000 to offset the Town's cost to construct the Adonis Road Improvements.

3. *Construction of homes.* After the Town has substantially completed construction of the Adonis Road Improvements and after TMR has paid the \$2,500,000 contribution toward the cost to construct the Adonis Road Improvements, TMR and its successors in interest may construct up to a total of 300 homes on the Subject property before the Town requires the completion of the "Marana TI Improvements" as defined in the Original Agreement or any other offsite transportation infrastructure. Nothing in this paragraph, in this Amendment, or in the Existing Agreements implies that (i) other subdivision infrastructure available to or serving the Subject Property (other than offsite transportation infrastructure) is sufficient to serve 300 homes, or (ii) other agencies or parties, including without limitation the Arizona Department of Transportation and the Union Pacific Railroad will allow 300 homes to be constructed without additional requirements.

4. *Assignment of Adonis Road Improvements plans and compensation.* TMR hereby assigns to the Town any and all of TMR's rights to the plans for the Adonis Road Improvements. In addition to other consideration set forth in this Amendment, the Town hereby waives any right to reimbursement of the \$85,000 paid to TMR pursuant to paragraph 2 of the First Amendment as compensation for the plans.

5. *Conformance of the Existing Agreements.* The terms of the Existing Agreements are modified to conform to this Amendment, including without limitation the following:

a. The definition of the "Adonis Road Improvements" in subparagraph 1.a. of the Original Agreement as modified in paragraph 1 of the First Amendment is further modified to provide that the Town may, at its discretion, revise the elements of the construction so long as two-lane paved public access is provided from the current eastern terminus of Grier Road pavement to Tangerine Road.

b. Subparagraph 1.b. of the Original Agreement is deleted.

c. Subparagraph 1.c. of the Original Agreement is modified to delete "the Adonis Road Improvements,".

d. Paragraph 3 of the Original Agreement is modified to add "contribute \$2,500,000 toward the Town's construction of" before the two occurrences of "the Adonis Road Improvements."

e. Subparagraph 3.a. of the Original Agreement as amended by paragraph 5 of the First Amendment is deleted.

f. Subparagraphs 3.b., and 3.d. of the Original Agreement are deleted.

g. Subparagraph 3.c. of the Original Agreement is deleted and replaced with the following: “*Marana TI Improvements*. TMR shall complete construction of the Marana TI Improvements before a building permit is issued for the 301st home on the Subject Property.”

h. Subparagraph 3.e. of the Original Agreement is replaced with the following:

Effect. Model home lots may not be sold until they have been released from subdivision assurances. Once construction of the Adonis Road Improvements has been completed and TMR has paid the Town \$2,500,000 to offset the Town’s cost to construct the Adonis Road Improvements, the Town will treat the Adonis Road Improvements as having created transportation capacity for up to 300 single family residences even if the actual capacity has by that time been displaced by other development. Once construction of the Marana TI Improvements has been completed, and until the fourth anniversary of their completion date, the Town will treat the Marana TI Improvements as having created transportation capacity for up to a cumulative total of 400 single family residences even if the actual capacity has by that time been displaced by other development. Nothing in this paragraph shall be interpreted as the Town’s waiver of other infrastructure capacity requirements. The Marana Water Department believes that existing water delivery and sewer conveyance capacity in the vicinity of the Subject Property is not sufficient for 400 single family residences without the construction of system improvements. The Parties acknowledge that water and sewer capacity issues are being addressed by separate agreements between the Parties.

i. The word “construct” in the title of paragraph 4 of the Original Agreement is replaced with the word “perform”.

j. Paragraph 5 of the Original Agreement is modified to delete “and Adonis Road Improvements” from the title.

k. Subparagraph 5.b. of the Original Agreement is deleted.

l. Subparagraph 5.c. of the Original Agreement is modified to delete “and Adonis Road Public Improvement Costs”

m. Paragraphs 8 and 9 of the Original Agreement are modified to delete “the Adonis Improvements,”.

n. Paragraph 17 of the Original Agreement is modified to delete the two occurrences of “the Adonis Road Improvements,”.

o. Paragraph 22 of the Original Agreement is modified to delete the two occurrences of “and the Adonis Road Improvements”.

p. Paragraphs 25 and 26 of the Original Agreement are modified to delete “the Adonis Road Improvements,”.

q. Paragraph 2 of the First Amendment is modified to allocate the \$85,000 paid to TMR as indicated in paragraph 4 of this Amendment.

6. *Remainder of the Existing Agreements unchanged.* Except as revised in this Amendment, the Existing Agreements 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 Existing Agreements.

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

[Remainder of page intentionally left blank. Signature pages follow.]

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 May ____, 2020 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 May ____, 2020 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

SMARA
TOWN OF MARANA
PICKUP



SEQUENCE: 20181060069
NO. PAGES: 19
04/16/2018
9:43:10

With 20200522 annotations to show changes made by 1st amendment and proposed 2nd amendment

VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT (this "Agreement") 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. On April 3, 2007, the Town Council created The Villages of Tortolita Specific Plan by its adoption of Marana Ordinance No. 2007.09 ("Ordinance 2007.09"), recorded in the Pima County Recorder's office at Docket 13067, Page 1240 (Sequence 20071060205).

B. The Villages of Tortolita Specific Plan governs the development of approximately 1780.44 acres of land referred to in this Agreement as the "Subject Property," depicted and legally described in Exhibit A and Exhibit B to Ordinance 2007.09, and consisting of land located on the east side of Interstate 10 extending from just northwest of the San Lucas Development project and extending about two-thirds of a mile into Pinal County.

C. TMR is the largest single landowner of the Subject Property.

D. Other landowners of the Subject Property (collectively the "Other Property Owners") are INTERSTATE TEN 18.7 ACRES; KAI TRUST; JOHN KAI, JR.; HERBERT KAI; DANIEL K. WONG & DARRYL K. WONG; DOUGLAS S. HOLSCLAW, JR.; BARNETT FAMILY TRUST; and FAST FORWARD FARMS, LLC, an Arizona limited liability company.

E. Together, TMR and the Other Property Owners own all of the Subject Property and are referred to in this agreement as the "Villages of Tortolita Landowners."

F. This Agreement is intended to satisfy rezoning condition 2 of Ordinance 2007.09, which requires adoption of a development agreement before Town Council approval of the first preliminary plat or development plan.

G. Rezoning condition 14 of Ordinance 2007.09 provides:

The developer will be responsible for the design and construction of the Tortolita Traffic Interchange prior to occupancy of any house or commercial building. Other roadway improvements as required by the Development Agreement and based on the data and findings of the accepted traffic impact analysis and other traffic studies that will be required at the platting or development plan stages of this project.

H. The Town has a pressing need for the Marana TI Improvements and the Adonis Road Improvements.

I. This Agreement is approved, and the Town's Mayor is authorized to sign it, by virtue of the Town Council's adoption of Marana Ordinance No. 2017.____ (the "Concurrent Ordinance"), which also amends Ordinance 2007.09 so that it is consistent with the terms of this Agreement.

J. In order to satisfy the Villages of Tortolita Landowners about the specific terms of the Concurrent Ordinance, which is an inducement to the Other Property Owners' signing of the Waivers (see paragraph 2 below) and to TMR's signing of this Agreement, TMR has received and reviewed an advance draft copy of the Concurrent Ordinance, and the Other Property Owners have been given the opportunity to delay signing the Waivers and TMR has been given the opportunity to delay signing this Agreement until the Marana Town Council's adoption of the Concurrent Ordinance.

K. The development contemplated by this Agreement is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

L. The development contemplated by this Agreement is in compliance with The Villages of Tortolita Specific Plan as amended by the Concurrent Ordinance.

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

N. The Town has determined that the Marana TI Improvements, the Adonis Road Improvements, and the Tortolita TI are in the best interests of the region and will enhance circulation for the broader community.

O. The Marana TI Improvements and the Adonis Road Improvements will benefit the Subject Property and enhance overall traffic circulation within the area.

P. The Marana TI Improvements are in the process of being added to the Town of Marana's infrastructure improvements plan supporting a proposed development impact fee which is proposed to be forwarded to Council for consideration of adoption within the next year.

AGREEMENT

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

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

a. The "Adonis Road Improvements" means the design and construction and one-year warranty of the 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. No Tangerine Road signalization costs shall be included in the Adonis Road Improvements.

~~b. The "Adonis Road Public Improvement Costs" means all costs, expenses, fees, transaction privilege taxes and charges actually incurred and paid by or on behalf of TMR to contractors, architects, engineers, surveyors, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site~~

2nd amend't:
Town may
modify elements
of "Adonis Road
Improvements"

2nd amend't

~~excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, improvement, construction, installation, or provision of the Adonis Road Improvements and warranting them for one year after completion. The Adonis Road Public Improvement Costs shall not include and shall not accrue interest.~~

c. "Construction Sales Tax Revenues" mean those portions of the Town's transaction privilege taxes (currently 4%) generated pursuant to Section 8-415 or 8-416 of the Marana Tax Code (or corresponding sections of successor codes) from construction contracting or speculative builder activities (i) on the Subject Property and (ii) from the construction of the Marana TI Improvements, ~~the Adonis Road Improvements~~, and the Tortolita TI.

d. "Development Regulations" is defined in paragraph 23 below.

e. The "Marana TI Improvements" means the design and construction and one-year warranty of the roadway improvements to the existing Interstate 10 traffic interchange at Marana Road detailed in Exhibit A.

f. The "Marana TI Public Improvement Costs" means all costs, expenses, fees, transaction privilege taxes and charges actually incurred and paid by or on behalf of TMR to contractors, architects, engineers, surveyors, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, improvement, construction, installation, or provision of the Marana TI Improvements and warranting them for one year after completion. The Marana TI Public Improvement Costs shall not include and shall not accrue interest.

g. The "Northwest Marana Roadway Development Impact Fee" is the fee currently anticipated to be adopted by the Town pursuant to A.R.S. § 9-463.05 to fund public roadway improvements in the northwest area of the jurisdictional limits of the Town of Marana; that is, the geographic area that includes the Marana TI Improvements and the Subject Property.

h. The "Other Property Owners" means the persons or entities other than TMR who own portions of the Subject Property. To the best of the Parties' knowledge and information, the names of the Other Property Owners are listed in recital D above.

i. The "Proportionate DIF Collections" means those portions of the Town's Northwest Marana Roadway Development Impact Fee collections which are attributable to the Marana TI Improvements and the Tortolita TI. For context and reference, the Road Facilities Infrastructure Improvements Plan presented at the Marana Town Council's August 1, 2017 meeting included a \$6,000,000 anticipated cost of the Marana TI Improvements (called "Marana Road Interchange, Phase I" in the Road Facilities Infrastructure Improvements Plan) out of total Northwest Marana Roadway costs of \$23,452,000 (not including reimbursable expert and financing costs); so as of August 1, 2017, the Parties anticipate that the Proportionate DIF Collections will be less than 26% of the Town's total Northwest Marana Roadway Development Impact Fee collections. Proportionate DIF Collections will not include any Northwest Marana Roadway Development Impact Fee collections attributable to the Tortolita TI until the Town's Road Facilities Infrastructure Improvements Plan is amended to add the Tortolita TI and the

Northwest Marana Roadway Development Impact Fee is readopted pursuant to the Road Facilities Infrastructure Improvements Plan as so amended. See paragraph 13 below

j. "Reimbursement Account" means a separate account within the Town's General Fund or accounted for by an appropriate book or ledger entry designation for the purpose of making Reimbursement Payments.

k. "Reimbursement Payments" is defined in paragraph 9 below.

l. The "Subject Property" is defined in recital B above.

m. The "Tortolita TI" means the Tortolita traffic interchange—the currently-planned free-way interchange, bridge, ramps, and approaches at approximately milepost 233 on Interstate 10 approximately three miles northwest of the existing Marana traffic interchange. The Tortolita TI is currently planned to connect Interstate 10 to the proposed Tortolita Mountain Parkway within the Subject Property.

n. The "Tortolita TI Obligation Date" is the date when all relevant permits and clearances have been granted for the construction of the Tortolita TI, all funding for the Tortolita TI is in place, and a construction contract is in place for the construction of the Tortolita TI in accordance with State of Arizona and Town public infrastructure construction procurement laws and procedures.

o. The "Tortolita TI Public Improvement Costs" means all costs, expenses, fees, transaction privilege taxes and charges actually incurred and paid by or on behalf of TMR to contractors, architects, engineers, surveyors, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, improvement, construction, installation, or provision of the Tortolita TI and warranting them for one year after completion. The Tortolita TI Public Improvement Costs shall not include and shall not accrue interest.

p. The "Villages of Tortolita Landowners" means TMR and the Other Property Owners, collectively (see recital E above)

q. The "Waivers" are waivers of rights under the Private Property Rights Protection Act, A.R.S. § 12-1131 *et seq.*, signed by the Other Property Owners in substantially the form attached as Exhibit C to this Agreement (see paragraph 2 below).

2. *Prop 207 Waivers.* By signing this Agreement, TMR waives any and all rights to make a claim for diminution in value under the Private Property Rights Protection Act, A.R.S. § 12-1131 *et seq.*, resulting from this Agreement or the Concurrent Ordinance, or resulting from remedies resulting from enforcing the terms of this Agreement or the Concurrent Ordinance. In addition, TMR shall be responsible for obtaining waivers (the "Waivers") of rights under the Private Property Rights Protection Act, A.R.S. § 12-1131 *et seq.*, signed by the Other Property Owners in substantially the form attached as Exhibit C to this Agreement. TMR understands that the Town will not sign this Agreement until all of the Waivers have been delivered to the Town.

3. *Construction of the Marana TI Improvements and the Adonis Road Improvements.* As a condition of the Town's amendment of rezoning condition 14 of Ordinance 2007.09 pursuant to the Concurrent Ordinance, and not as a separate legal obligation, TMR shall design and construct contribute \$2.5M toward the Town's construction of

contribute \$2.5M toward the Town's construction of the Marana TI Improvements and the Adonis Road Improvements in accordance with the terms of this Agreement.

1st amend't
para 1 & 2nd
amend't

~~a. Adonis Road Improvements start. TMR shall submit the design of the Adonis Road Improvements to the Town no later than 150 calendar days after the Town Engineer certifies in writing that the Town has obtained the right-of-way needed for the construction. TMR shall begin construction of the Adonis Road Improvements no later than 180 calendar days after the Town approves the design of the Adonis Road Improvements.~~

2nd amend't

~~b. Adonis Road Improvements completion. Construction of the Adonis Road Improvements shall be substantially completed no later than the first anniversary of the start of construction of the Adonis Road Improvements.~~

2nd amend't

~~c. Marana TI Improvements start. TMR shall begin construction of the Marana TI Improvements no later than the first anniversary of the substantial completion of construction of the Adonis Road Improvements; provided, however, that if by 30 days prior to the first anniversary the Arizona Department of Transportation, Union Pacific Railroad, Cortaro Marana Irrigation District, or any other entity with approval authority over the Marana TI Improvements has not given approval of the Marana TI Improvements, the start of construction shall occur no later than 30 days after the date of the last such entity's approval of the Marana TI Improvements.~~

2nd amend't

~~d. Marana TI Improvements completion. Construction of the Marana TI Improvements shall be substantially completed no later than the first anniversary of the start of construction of the Marana TI Improvements.~~

2nd amend't

~~e. Effect. The Town will not allow occupancy of any structure authorized by The Villages of Tortolita Specific Plan other than model homes until construction of the Adonis Road Improvements and the Marana TI Improvements has begun and the Town Engineer has approved a traffic study that supports such occupancy. Model home lots may not be sold until they have been released from subdivision assurances.* Once construction of the Adonis Road Improvements and the Marana TI Improvements has been completed, and until the fourth anniversary of their completion date, the Town will treat the Marana TI Improvements and the Adonis Road Improvements as having created transportation capacity for up to 400 single family residences even if the actual capacity has by that time been displaced by other development. Nothing in this paragraph shall be interpreted as the Town's waiver of other infrastructure capacity requirements. The Marana Water Department believes that existing water delivery and sewer conveyance capacity in the vicinity of the Subject Property is not sufficient for 400 single family residences without the construction of system improvements. The Parties acknowledge that water and sewer capacity issues are being addressed by separate agreements between the Parties.~~

a cumulative
total of

2nd amend't

~~4. Effect of TMR's failure to construct.~~ ^{perform} TMR's failure to comply with the requirements set forth in paragraph 3 above triggers the Town's right to revert the Concurrent Ordinance's modifications to rezoning conditions 2 and 14 of Ordinance 2007.09, pursuant to the procedure set forth in the Concurrent Ordinance, which shall be the Town's sole remedy for TMR's failure to comply with the requirements set forth in paragraph 3 above.

*Once construction of the Adonis Road Improvements has been completed and TMR has paid the Town \$2,500,000 to offset the Town's cost to construct the Adonis Road Improvements, the Town will treat the Adonis Road Improvements as having created transportation capacity for up to 300 single family residences even if the actual capacity has by that time been displaced by other development.

2nd amend't

5. *Marana TI Improvements and Adonis Road Improvements construction and reimbursement.* As a condition precedent to receiving Reimbursement Payments for the Marana TI Public Improvement Costs under paragraph 9 of this Agreement, and not as a separate contractual obligation, TMR shall, in conjunction with development of the Subject Property:

a. Design and construct the Marana TI Improvements in accordance with State of Arizona and Town public infrastructure construction procurement laws and procedures; and

2nd amend't

~~b. Design and construct the Adonis Road Improvements; and~~

2nd amend't

c. Pay all Marana TI Public Improvement Costs ~~and Adonis Road Public Improvement Costs~~ as they become due.

6. *Tortolita TI construction and reimbursement.* As a condition precedent to receiving Reimbursement Payments for up to half of the Tortolita TI Public Improvement Costs under paragraph 9 of this Agreement, and not as a separate contractual obligation, TMR shall, in conjunction with their development of the Subject Property:

a. Design and construct the Tortolita TI in accordance with State of Arizona and Town public infrastructure construction procurement laws and procedures; and

b. Pay all Tortolita TI Public Improvement Costs as they become due.

7. *Reimbursement amount.* The Town shall make Reimbursement Payments to TMR for the Marana TI Public Improvement Costs and up to half of the Tortolita TI Public Improvement Costs pursuant to paragraph 9 below. In no event shall interest accrue on any costs reimbursed by the Town pursuant to this Agreement. TMR shall submit to the Town quarterly statements showing the actual Marana TI Public Improvement Costs and Tortolita TI Public Improvement Costs incurred and paid to date. Quarterly statements shall be provided until (i) the total amount of all Reimbursement Payments to TMR equals the Marana TI Public Improvement Costs plus half of the Tortolita TI Public Improvement Costs or (ii) the 30th anniversary of the Effective Date, whichever first occurs. Within 60 days thereafter, TMR shall provide a final statement to the Town. TMR shall provide the Town with invoices or other backup information reasonably requested by the Town to confirm the accuracy of TMR's quarterly statement of costs and contributions or credits.

2nd amend't

8. *Reimbursement Account.* Beginning with the first Construction Sales Tax Revenues generated from the Marana TI Improvements, ~~the Adonis Improvements~~, and the development of the Subject Property; subject to the limitations of paragraph 10 below; and ending upon the expiration of this Agreement; the Town shall deposit into the Reimbursement Account all of the following:

a. The Construction Sales Tax Revenues as they are received from the Arizona Department of Revenue; and

b. The Proportionate DIF Collections as they are received from all payers of the Northwest Marana Roadway Development Impact Fee.

9. *Reimbursement Payments.* Within the first 30 days of each calendar quarter, the Town shall pay TMR all funds in the Reimbursement Account ("Reimbursement Payments"). Reimbursement Payments shall begin the first calendar quarter after all of the following have occurred: (a) TMR has incurred Marana TI Public Improvement Costs; (b) TMR has submitted the first quarterly statement pursuant to paragraph 7 above; and (c) the Town has received Construction Sales Tax

Revenues generated by the Marana TI Improvements, ~~the Adonis Improvements~~, or by improvements constructed on the Subject Property. Any funds accrued in the Reimbursement Account and owed to TMR for the Marana TI Public Improvement Costs and half of the Tortolita TI Public Improvement Costs but not yet disbursed to TMR upon the expiration of this Agreement shall be paid to TMR within 30 days after the expiration of this Agreement.

10. *Accounting of Reimbursement Payments.* The following accounting rules apply to the Reimbursement Account and Reimbursement Payments:

a. *Accounting of Proportionate DIF Collections.* Under all circumstances:

i. Marana Roadway Development Impact Fee collections which are attributable to the Marana TI Improvements will be accounted toward repayment of the Marana TI Public Improvement Costs; and

ii. Marana Roadway Development Impact Fee collections which are attributable to the Tortolita TI will be accounted toward repayment of half of the Tortolita TI Public Improvement Costs.

b. *Order of application of Construction Sales Tax Revenues.* All Construction Sales Tax Revenues shall be applied first to repayment of the Marana TI Public Improvement Costs and then to repayment of half of the Tortolita TI Public Improvement Costs.

c. *Termination of development impact fees.* When the Marana TI Public Improvement Costs have been fully paid, the Town will cease Northwest Marana Roadway Development Impact Fee collections attributable to the Marana TI Improvements. When half of the Tortolita TI Public Improvement Costs have been paid, the Town will cease Northwest Marana Roadway Development Impact Fee collections attributable to the Tortolita TI.

d. *Effect of Tortolita TI construction delay.* If the Tortolita TI Obligation Date has not yet occurred when the total funds deposited into the Reimbursement Account equal the Marana TI Public Improvement Costs,

i. the Town will stop making deposits into the Reimbursement Account; and

ii. the Town will treat all Construction Sales Tax Revenues as general revenues of the Town and not subject to the Town's reimbursement obligations to TMR under this Agreement until the Tortolita TI Obligation Date.

e. *Deposits after Tortolita TI Obligation Date.* If the Town has stopped depositing Construction Sales Tax Revenues into the Reimbursement Account by operation of subparagraph 10.d above, the Town shall re-commence deposit of Construction Sales Tax Revenues into the Reimbursement Account beginning with the first Construction Sales Tax Revenues received from the Arizona Department of Revenue after the Tortolita TI Obligation Date. All Construction Sales Tax Revenues received while deposits were not being made into the Reimbursement Account are general revenues of the Town and not subject to the Town's reimbursement obligations to TMR under this Agreement.

11. *Effect of loss of Construction Sales Tax Revenues.* If the laws of the State of Arizona are revised in a way that reduces or eliminates Construction Sales Tax Revenues, the Town shall make deposits into the Reimbursement Account from such funding, if any, that the Town receives under then-existing laws of the State of Arizona to replace the reduced or eliminated Construction Sales Tax Revenues, in an amount that is proportional, in the Town's Finance Director's reasonable

opinion, to the Construction Sales Tax Revenues that the Town would have received if the laws of the State of Arizona had not been so revised.

12. *No Town representation of sufficiency of Reimbursement Payments.* TMR acknowledges and understands that the amount of the Construction Sales Tax Revenues depends on many factors and may be insufficient to pay all of the Marana TI Public Improvement Costs and half of the Tortolita TI Public Improvement Costs.

13. *Development impact fees for Tortolita TI.* The Town must amend the Road Facilities Infrastructure Improvements Plan associated with the Town's Northwest Marana Roadway Development Impact Fee to include the Tortolita TI no later than the first anniversary of the Tortolita TI Obligation Date.

14. *Owners' audit.* Not more than once each calendar year, TMR may, at its own cost, audit Town sales tax returns and other appropriate financial records of the Town to assure prompt and accurate deposit into the Reimbursement Account of all revenues as required pursuant to this Agreement. TMR's audit authorized by this paragraph shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. Before TMR's audit occurs, TMR shall obtain and provide to the Town written waivers of confidentiality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose sales tax returns and other financial records are provided by the Town in connection with the audit.

15. *Annual report.* Within 45 days following the end of each Town fiscal year, the Town shall deliver to TMR a report of all Construction Sales Tax Revenues which have been utilized by the Town in determining the amount deposited into the Reimbursement Account. The report shall be restricted to information that may be released by the Town without violating applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. The report will not contain information capable of identifying confidential information of any particular taxpayer unless and until TMR has obtained and provided to the Town written waivers of confidentiality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose confidential information is revealed in the report.

16. *Limitations.* During the Term of this Agreement, the Town shall not enter into any agreement or transaction which impairs the Town's ability to make Reimbursement Payments or the rights of TMR under this Agreement, including, without limitation, the right to receive the Reimbursement Payments and the proceeds of the Reimbursement Account in accordance with the procedures established in this Agreement.

17. *Contractor and subcontractor disaggregation of tax information for the Subject Property; release of tax information.* TMR shall require each contractor and subcontractor responsible for the payment of Construction Sales Tax Revenues to separately report construction sales tax attributable to the Subject Property, the Marana TI Improvements, ~~the Adonis Road Improvements,~~ and the Tortolita TI. TMR shall exercise reasonable efforts to obtain from each contractor and subcontractor doing work attributable to the Subject Property, the Marana TI Improvements, ~~the Adonis Road Improvements,~~ or the Tortolita TI a consent to release of tax information in a form reasonably acceptable to the Town. If the separate report required by this paragraph is not provided to the Town, the Town shall make a reasonable estimate of Construction Sales Tax Revenues based on all information available to the Town, including information provided by TMR, and the good faith certification by the Town's Finance Director shall be considered final and binding upon TMR.

2nd amend't

The final certification of the Town's Finance Director shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information.

18. *Water amenities.* TMR may, in its sole and absolute direction, elect to design, construct and develop recreational lakes, water features, and other compatible improvement and amenities (the "Water Amenities"). The Town supports the concept of providing Water Amenities to current and future residents of the Town, so long as TMR provides the permanent water resources necessary for any and all Water Amenities, and that those water resources shall not include treated effluent from the Subject Property (all of which the Town requires for its long-term water resource obligations, separate from and not including any Water Amenities). The Town recognizes the public value created by incorporating Water Amenities into neighborhood and commercial centers of the Town. The Parties acknowledge that future agreements may be necessary to address regulatory, permitting, design, management, and ownership aspects of the Water Amenities. As development of the Subject Property progresses, the Parties agree to cooperate in identifying all agreements necessary to develop the Water Amenities. TMR acknowledges and agrees that any future agreement relating to Water Amenities is subject to federal, state, and county regulatory requirements and approvals and as such would be subject to the approval by the Town Council in its sole and absolute discretion.

19. *CFD application fee.* The Town acknowledges receipt of payment of an application fee for a community facilities district (CFD) on the Subject Property pursuant to the Town's CFD policy as it existed at the time the fee was paid. The Town agrees not to charge any additional fees for the Town's consideration of the creation of the first CFD for the Subject Property, and TMR agrees not to seek a refund of fees already paid.

20. *Other future economic incentives.* The absence of language in this Agreement to address a particular form or type of economic incentive is not intended to imply that no such economic incentives will be available or forthcoming. On the contrary, the Parties anticipate that future economic incentives will be the subject of future agreements or amendments to this Agreement if and when the Parties determine the economic incentives are necessary or beneficial (i) to induce one or more retail business facilities to locate on the Subject Property, (ii) to assist in the creation or retention of jobs, and/or (iii) to otherwise improve or enhance the economic welfare of the Town's inhabitants.

21. *Term.* This Agreement shall become effective (the "Effective Date") upon the later of (i) its date of recording pursuant to paragraph 33 below and (ii) the effective date of the Concurrent Ordinance. The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 30th anniversary of the Effective Date. The Town's reimbursement obligations under paragraph 9 above shall terminate on the earlier of (i) the date the Town has reimbursed TMR for all of the Marana TI Public Improvement Costs and half of the Tortolita TI Public Improvement Costs or (ii) the 30th anniversary of the Effective Date.

22. *Maintenance.* Once the Marana TI Improvements ~~and the Adonis Road Improvements~~ are completed by TMR and accepted by the Town, and the one-year warranty applicable to each has expired, the Town shall have full maintenance responsibility for the Marana TI Improvements ~~and the Adonis Road Improvements~~. The Parties anticipate that the Arizona Department of Transportation will have full maintenance responsibility for the Tortolita TI after it is completed by TMR

2nd amend't

and accepted by the Arizona Department of Transportation, and the one-year warranty applicable to its construction has expired.

23. *Development regulations.* The Subject Property shall be governed by The Villages of Tortolita Specific Plan and this Agreement. The Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the Effective Date shall apply to the extent not covered by The Villages of Tortolita Specific Plan or this Agreement. The requirements of this paragraph are collectively referred to as the "Development Regulations." In the event of any express conflict, the following rules shall apply:

a. The Villages of Tortolita Specific Plan as amended by the Concurrent Ordinance shall control over the terms of the Marana Development Code on all matters.

b. The Villages of Tortolita Specific Plan as amended by the Concurrent Ordinance and the Marana Development Code shall control over the terms of this Agreement as to any zoning or other legislative matter.

c. This Agreement shall control over the terms of The Villages of Tortolita Specific Plan as amended by the Concurrent Ordinance and the Marana Development Code as to any administrative or procedural matter.

24. *Development review.* The Subject Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Subject Property. Upon the Villages of Tortolita Landowners' compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Subject Property as may be requested by the Villages of Tortolita Landowners.

25. *Permit and review fee waiver.* The Town will waive all Town plan review fees and inspection and construction permit fees for the Marana TI Improvements, ~~the Adonis Road Improvements~~, and the Tortolita TI. TMR will be responsible to pay all applicable fees to other government entities, including the Arizona Department of Transportation.

26. *Town review and approval of plans.* Except as expressly provided in this Agreement, the development and construction of the Marana TI Improvements, ~~the Adonis Road Improvements~~, and the Tortolita TI are subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

27. *Development impact fees.* Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Subject Property.

28. *No partnership or joint venture.* Nothing in this Agreement shall be understood or construed to create or imply a partnership or joint venture between or among TMR, the Town, and any of the Other Property Owners.

29. *Other development agreements.* Subject to the limitations set forth in paragraph 16 above, nothing in this Agreement shall preclude the Other Property Owners from entering into one or

more development agreements with the Town to facilitate development on the real property owned by the Other Property Owners.

30. *Effect on other properties; exercise of eminent domain.* This Agreement shall not be construed to convey any interest in real property owned by the Other Property Owners to TMR, nor shall it be construed to obligate TMR to construct any improvements on real property owned by the Other Property Owners. If TMR and the Town mutually determine that acquisition of third-party property rights are necessary and appropriate for the construction of public infrastructure contemplated by this Agreement or by The Villages of Tortolita Specific Plan as amended by the Concurrent Ordinance, TMR will use commercially reasonable efforts to acquire the third-party property rights. TMR shall not construct public infrastructure requiring acquisition of third-party property rights until either (i) TMR has acquired the necessary third-party property rights pursuant to this paragraph or, (ii) the Town has obtained possession of the necessary third-party property rights by eminent domain, which the Town shall exercise by filing a condemnation lawsuit in the Superior Court of the county where the third-party property rights are located within 180 days after TMR advises the Town in writing that it has been unable to obtain the necessary third-party property rights. If the Town exercises its power of eminent domain pursuant to this paragraph, TMR shall pay all of the Town's costs of condemnation, including but not limited to the condemnation award to the property owners, costs of litigation, and the Town's reasonable attorneys' fees. If the Town settles a condemnation lawsuit, TMR shall pay the settlement costs, provided that those costs do not exceed the higher of (a) 120% of the appraised value of the third-party property rights acquired or (b) an amount approved by TMR.

31. *Cooperation and alternative dispute resolution.*

a. *Appointment of representatives.* To further the commitment of the Parties to cooperate in the development of the Subject Property and the construction of the public improvements discussed in this Agreement, the Town and TMR each shall designate and appoint a representative to act as a liaison between the Town and its various departments and TMR. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for TMR shall be Michael B. Zipprich or a replacement to be selected by TMR. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties in the development of the Subject Property and the construction of the public improvements discussed in this Agreement.

b. *Non-performance; remedies.* If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 32 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree that due to

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

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

d. *Arbitration.* After mediation, as provided for in subparagraph 31.c above, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

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

If to the Town:

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

If to TMR:

TMR INVESTORS, LLC
7377 E. Doubletree Ranch Rd., Suite 190
Scottsdale, AZ 85258
Attn: Michael B. Zipprich
Telephone: (480) 947-5900

All notices shall be deemed given when delivered or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of

deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

33. *Recordation.* After this Agreement has been executed by the Parties, the Town shall, as concurrently as reasonably possible, record this Agreement 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 Agreement shall be the later of the two recording dates. To facilitate concurrent recording of this Agreement, the Parties may sign two identical originals of this Agreement.

34. *Miscellaneous.*

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

b. Time is of the essence of this Agreement.

c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

d. If any Party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs consistent with A.R.S. § 12-341.01.

e. This Agreement 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 Agreement may contain more than one counterpart of the signature pages and this Agreement 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.

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

g. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that (i) upon the conveyance of all of TMR's holdings in the Subject Property to a single grantee, TMR shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee; and (ii) in no event shall this Agreement be binding on or burden the property of a purchaser of a home on the Subject Property.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below their respective signatures, with an Effective Date determined as set forth in paragraph 21 above.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: [Signature]
Ed Honea, Mayor

Date: 4-3-18

ATTEST:

[Signature]
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

[Signature]
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: [Signature]
Michael B. Zipprich, Manager

Date: 02/21/2018

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

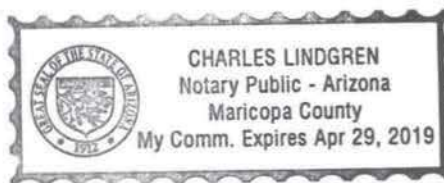
By: [Signature]
William Cleverly, Manager

Date: 02/22/18

STATE OF ARIZONA)
SS
County of Maricopa)

The foregoing instrument was acknowledged before me on February 21, 2018 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)



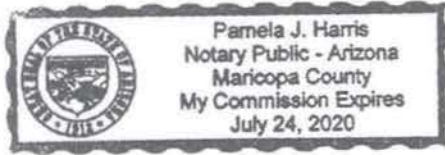
[Signature]
Notary Public

STATE OF ARIZONA)
SS
County of Maricopa)

The foregoing instrument was acknowledged before me on February 22, 2018 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)



Pamela J. Harris

Notary Public

LIST OF EXHIBITS

- Exhibit A Detailed description of the Marana TI Improvements
- Exhibit B Detailed description of the Adonis Road Improvements
- Exhibit C Form of Waiver to be signed by the Other Property Owners

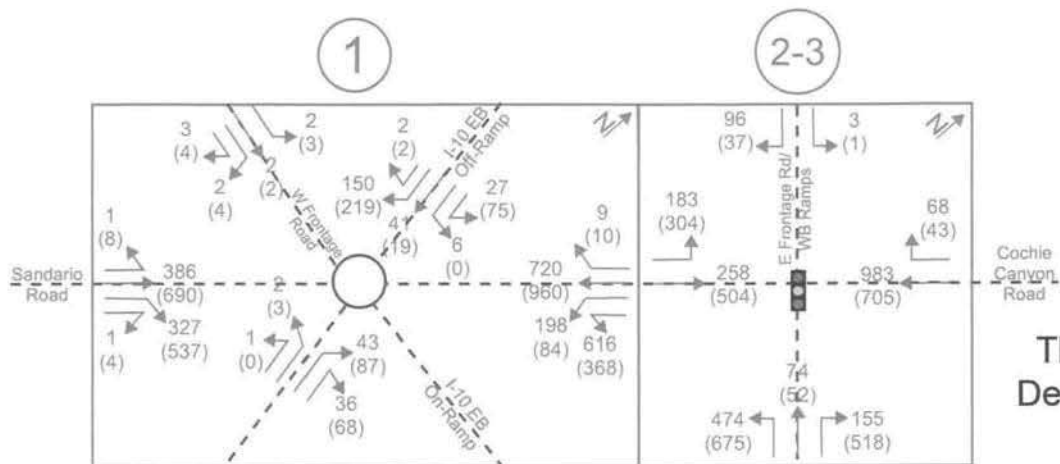
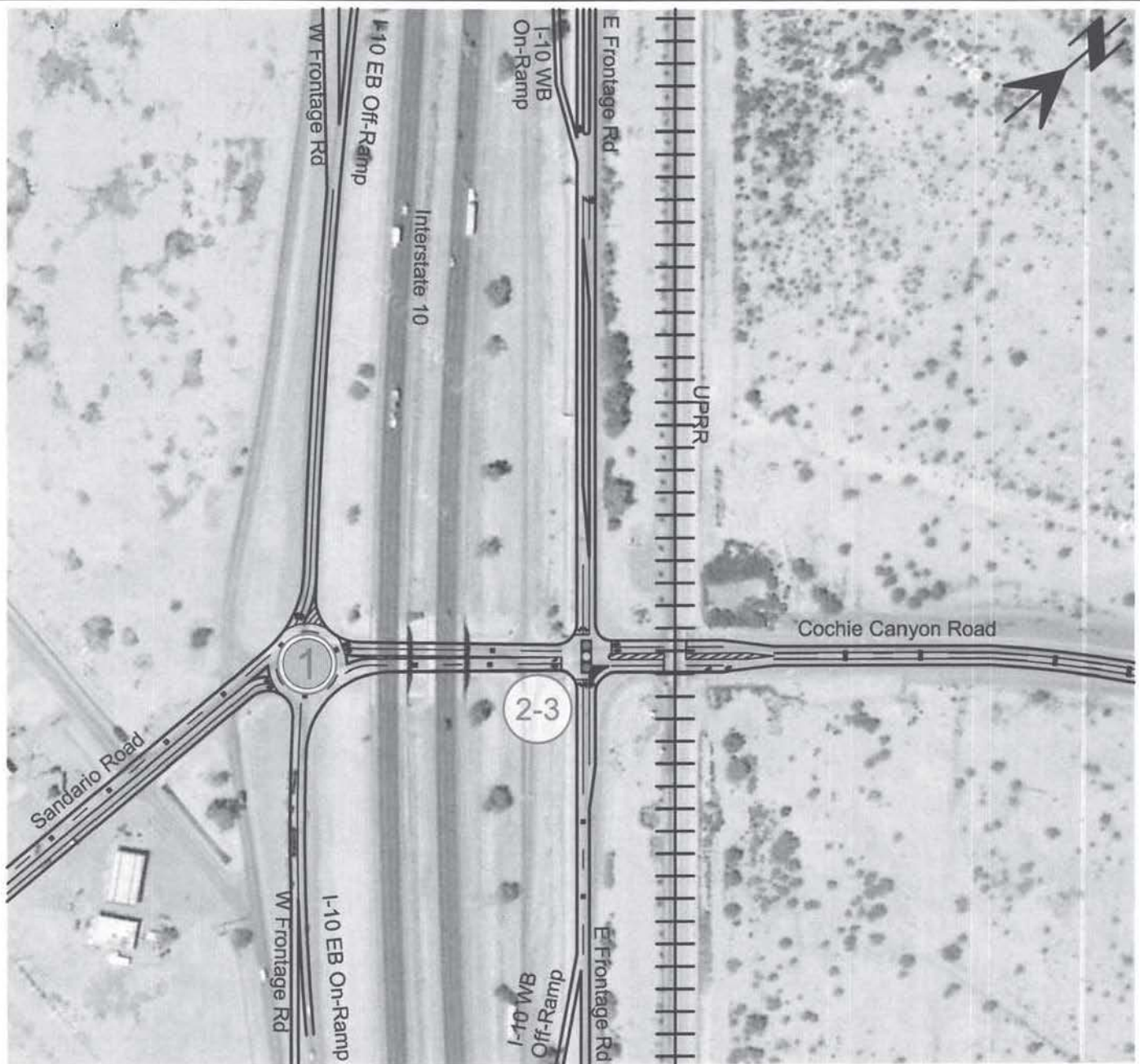


Exhibit A to
The Villages of Tortolita
Development Agreement

VILLAGES OF TORTOLITA-
MARANA TI EVALUATION

FIGURE 5.
SCENARIO 3
TRAFFIC VOLUMES

PSOMAS

JULY 2017

Exhibit B 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 follows:

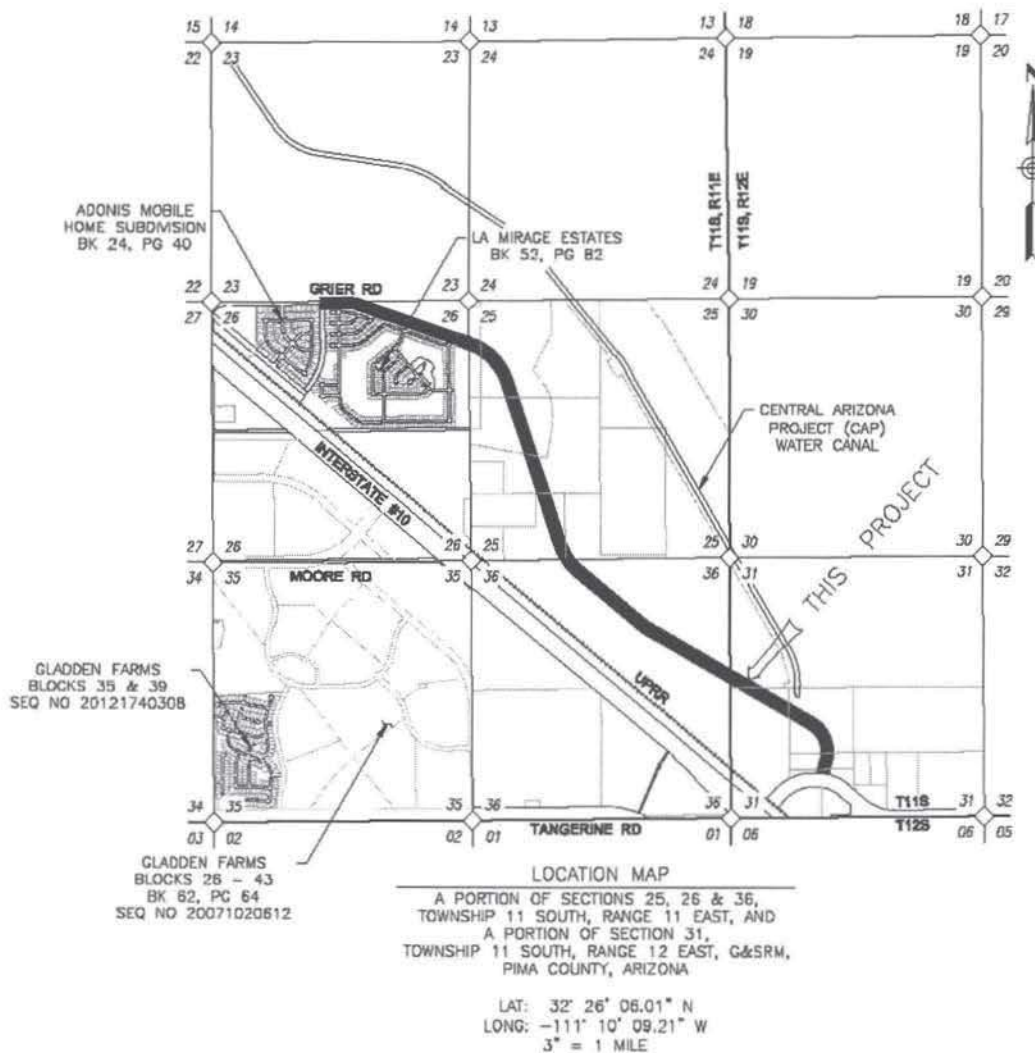


Exhibit C to The Villages of Tortolita Development Agreement

WAIVER OF CLAIMS FOR POSSIBLE DIMINUTION OF VALUE RESULTING FROM TOWN OF MARANA ORDINANCE NO. 2007.09 (ADOPTING THE VILLAGES OF TORTOLITA SPECIFIC PLAN) AND TOWN OF MARANA ORDINANCE NO. 2017. __ (AMENDING THE CONDITIONS OF APPROVAL OF THE VILLAGES OF TORTOLITA SPECIFIC PLAN AND APPROVING THE VILLAGES OF TORTOLITA DEVELOPMENT AGREEMENT)

The undersigned (the "Owner") owns an interest in a portion of the "Subject Property," which is the land that is the subject of The Villages of Tortolita Specific Plan adopted by Marana Ordinance No. 2007.09 ("Ordinance 2007.09"), recorded in the Pima County Recorder's office at Docket 13067, Page 1240 (Sequence 20071060205). The Subject Property is depicted and legally described in Exhibit A and Exhibit B to Ordinance 2007.09.

On November 7, 2017, the Marana Town Council is scheduled to consider the adoption of Marana Ordinance No. 2017. __ (the "Concurrent Ordinance"). If adopted, the Concurrent Ordinance will approve The Villages of Tortolita Development Agreement and will modify certain conditions of Ordinance 2007.09. The modifications include a provision that would allow TMR INVESTORS, LLC ("TMR"), the owner of most of the Subject Property, to construct up to 1,000 homes on the Subject Property before the construction of the new Tortolita traffic interchange, proposed to be constructed at about milepost 233 on Interstate 10—approximately three miles northwest of the existing Marana traffic interchange. The Villages of Tortolita Development Agreement allows TMR to be reimbursed up to half of the costs of designing and constructing the new Tortolita traffic interchange. As a condition of the modification and the reimbursement, TMR is required to design and construct transportation infrastructure improvements to the existing Marana traffic interchange and roadway improvements referred to as the Adonis Road Improvements in The Villages of Tortolita Development Agreement.

The Owner hereby acknowledges receipt of pre-adoption drafts of the Concurrent Ordinance and The Villages of Tortolita Development Agreement, and further acknowledges that the Owner was given the opportunity to delay signing this waiver until after the Marana Town Council's adoption of the Concurrent Ordinance.

The Owner hereby agrees and consents to Ordinance 2007.09 as amended by the Concurrent Ordinance, including all stipulations adopted by the Marana Town Council in conjunction with Ordinance 2007.09 as amended by the Concurrent Ordinance.

The Owner waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of Ordinance 2007.09 or the Concurrent Ordinance, or as a result of the approval and execution of The Villages of Tortolita Development Agreement.

The Owner acknowledges that the Concurrent Ordinance may be modified by the Town Council, in its sole discretion, prior to its approval. The Owner agrees and understands that its



SMARA
TOWN OF MARANA
PICKUP

Annotated 20200521 to show revisions by proposed 2nd DA amendment

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. Mandarinina LLC ("Mandarina") is the owner of land in the alignment of the Adonis Road Improvements as described in the Original Agreement. Mandarinina'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 Mandarinina provides for an adjustment of the Adonis Road Improvements alignment through the Mandarinina 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 Mandarinina Property, west of the CAP siphon.

J. By realigning the Adonis Road Improvements on the Mandarinina Property and constructing the Mandarinina 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:

2nd amend't: Town may modify elements of "Adonis Road Improvements" read 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

The "Adonis Road Improvements" means the design and construction and one-year warranty of the two-lane paved Adonis Road and Mandarinina 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 Mandarinina Property; and

ii. From Adonis Road as constructed pursuant to subparagraph i. above to Tangerine Road, near the eastern border of the Mandarinina 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 Mandarinina 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 Mandarinina property to Mandarinina Link Road (as shown on Exhibit E).

iii. The installation of stock-tight fencing on both edges of the 51-foot Mandarinina 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.

2nd amend't:
allocate to
plans cost

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 Mandarinina Road Link.* TMR has no responsibility to design the realigned portion of Adonis

Road or the Mandarin Road Link. The Town's settlement with Mandarin requires Mandarin 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 Mandarin'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.

2nd amend't

~~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 Mandarin Property and to include the Mandarin 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: _____

10/30/19

"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

ATTEST:

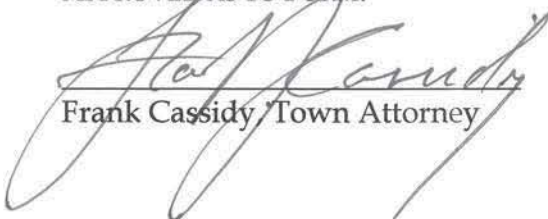

Cherry L. Lawson, Town Clerk

By: _____

Michael B. Zipprich, Manager

Date: _____

APPROVED AS TO FORM:


Frank Cassidy, Town Attorney

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,

Page 133 of 153

(Seal) Pamela J. Harris
Notary Public - Arizona
Maricopa County
My Commission Expires
July 24, 2020

(Seal)



Pamela J. Harris
Notary Public - Arizona
Maricopa County
My Commission Expires
July 24, 2020

Page 134 of 153

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 Mandarin), Exhibit C (the Adonis Road alignment through Mandarin), and Exhibit D (the Mandarin Road Link alignment), as follows:

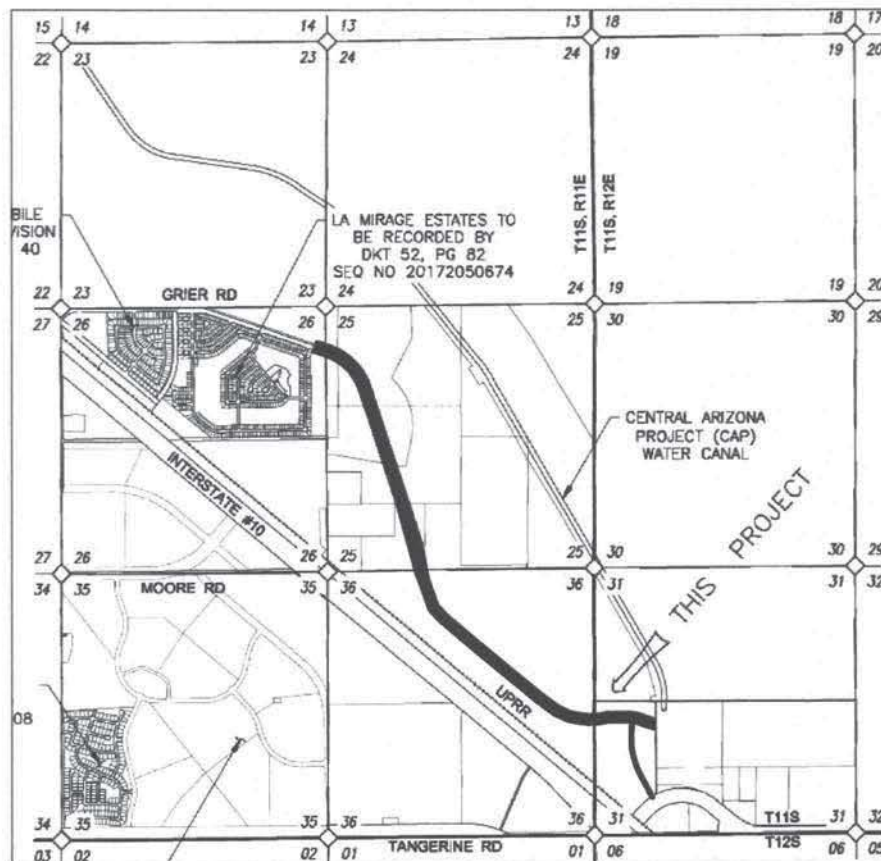


EXHIBIT B TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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.

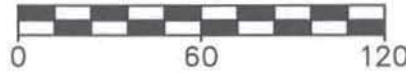
Prepared By:
Psomas



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



SCALE: 1" = 60'



A.P.N. 217-33-006B
DOCKET 10814, PAGE 781
STEWART TITLE & TRUST
TRUST NO. 3564

A.P.N. 217-33-006A
DOCKET 10814, PAGE 781
STEWART TITLE & TRUST
TRUST NO. 3564

N 89°31'27" E 2646.83' (B.O.B.)

1838.62'

P.O.C.

SW. COR. SEC. 25
3-1/4" ACP "T11S,R11E,
S26|S25/S35|S36 PSOMAS
2006 RLS 18857"

P.O.B.

A.P.N. 217-55-011C
DOCKET 13752, PAGE 852
MANDARINA LLC

SOUTH 1/4
COR. SEC. 25
LCP MKD. "X"

150' PROPOSED R/W
ADONIS ROAD

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:

 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

EXHIBIT C TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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

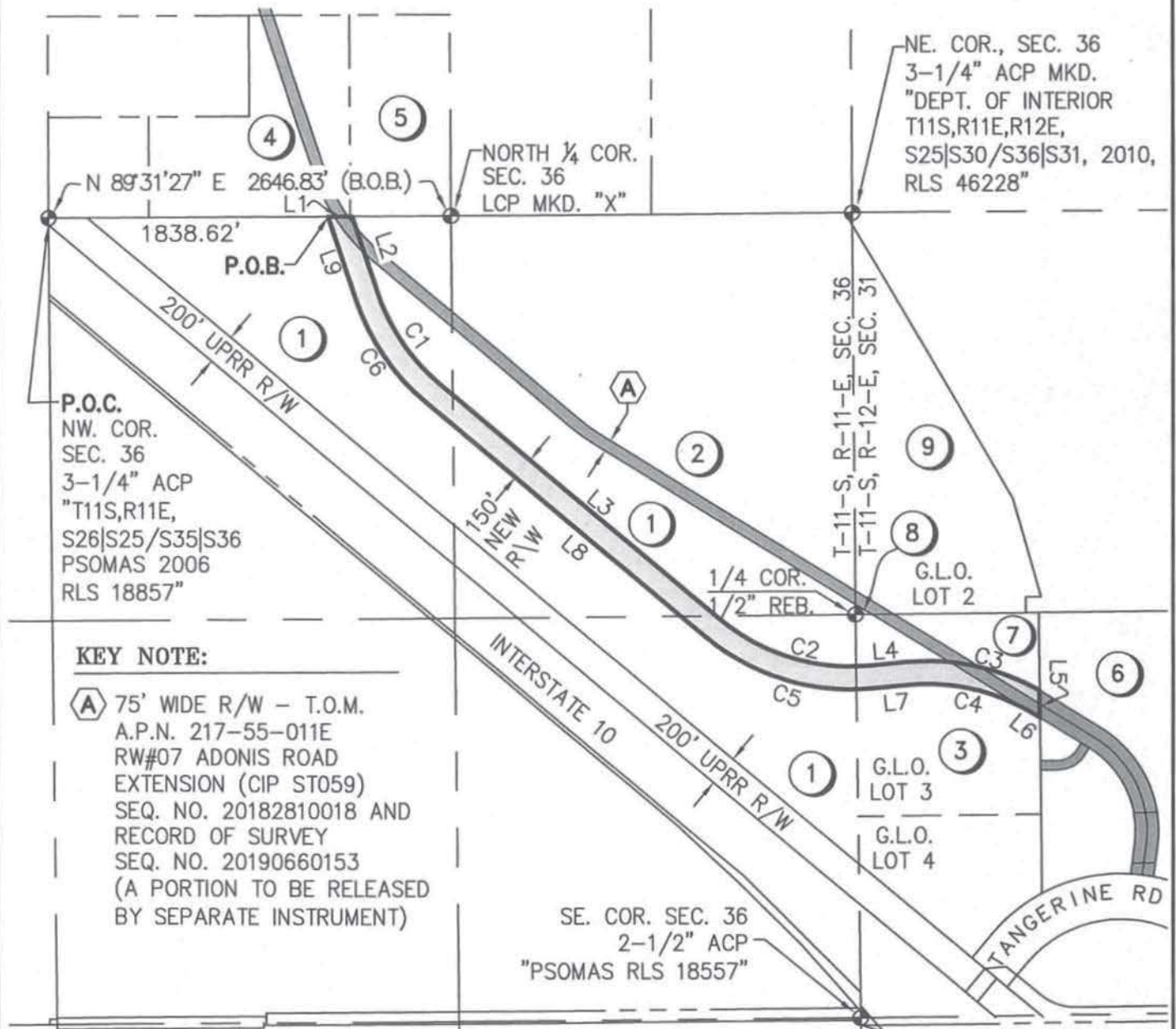


Ernest Gomez, AZ. R.L.S. 27739

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

ACP = ALUMINUM CAPPED PIN

LCP = LEAD CAPPED PIPE



KEY NOTE:

- A** 75' WIDE R/W - T.O.M.
A.P.N. 217-55-011E
RW#07 ADONIS ROAD
EXTENSION (CIP ST059)
SEQ. NO. 20182810018 AND
RECORD OF SURVEY
SEQ. NO. 20190660153
(A PORTION TO BE RELEASED
BY SEPARATE INSTRUMENT)



SCALE: 1" = 1000'



PSOMAS

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

7MAN190101

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

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 SW ¼ OF SECTION 31, T-11-S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: SEPTEMBER, 2019 • DRAWN BY: SM

PSOMAS

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

7MAN190101

EXHIBIT D TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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.

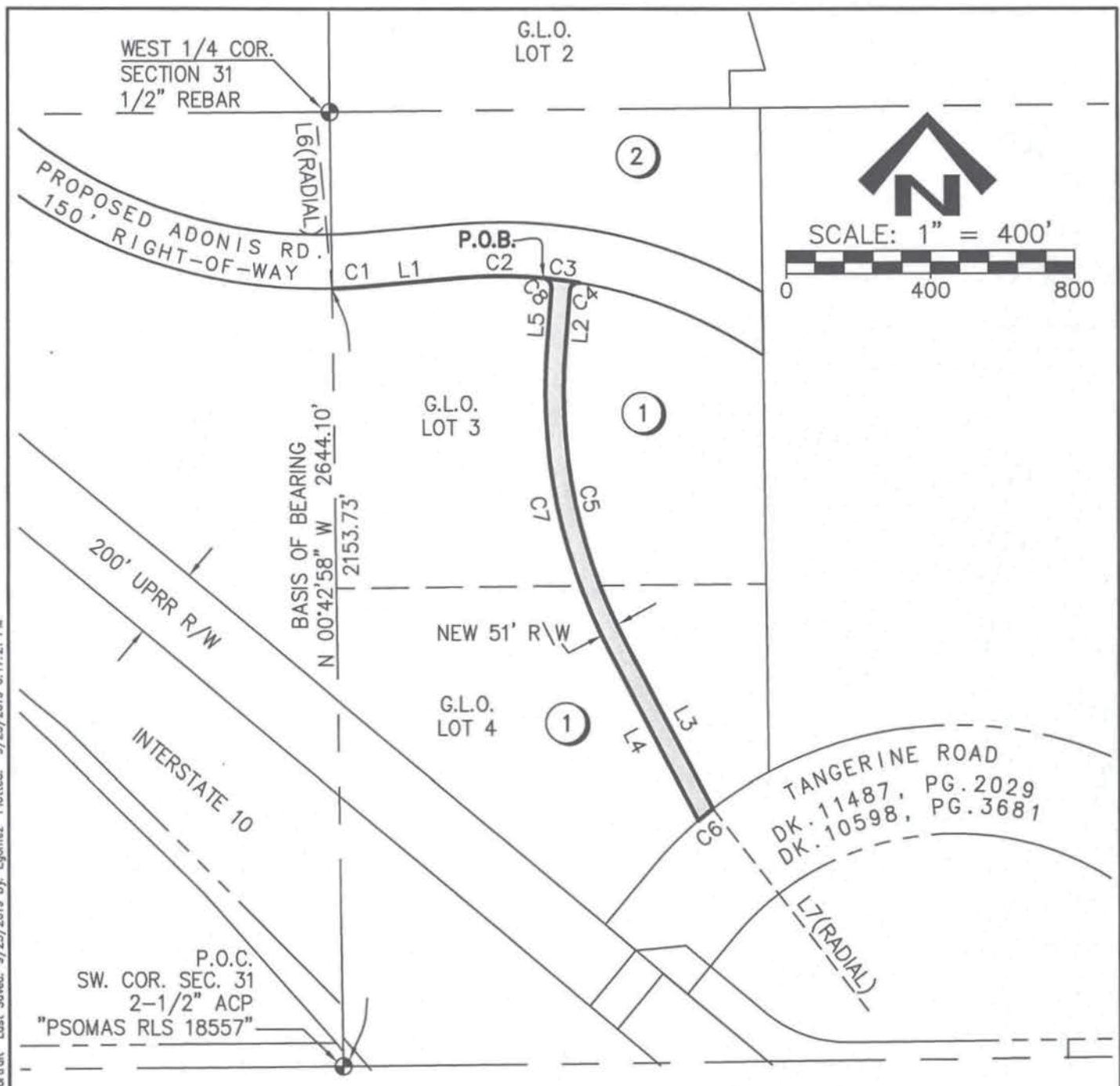
See Exhibits B-1 & B-2 attached hereto and made a part hereof.

Prepared By:
Psomas



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

T:\7MAN190101\SURVEY\LEGALS\RW2 MANDARINA BLVD.dwg 8.5x11 Portrait Lost Saved: 9/23/2019 By: Egonmez Plotted: 9/23/2019 6:17:21 PM



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

DATE: SEPTEMBER, 2019 • DRAWN BY: SM

PSOMAS

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

7MAN190101

The site plan shows three parcels: PARCEL 1, PARCEL 2, and PARCEL 3. A red dashed line indicates the STOCK TIGHT FENCING LOCATION. Key features include:

- ADONIS BLVD running along the top of the parcels.
- MANDARINA BLVD running along the bottom of the parcels.
- UNION PACIFIC RAILROAD running along the right side of the parcels.
- TANGERINE RD running along the right side of the parcels.
- Various easements: 120' PROPOSED DRAINAGE EASEMENT, 120' PROPOSED CHANNEL EASEMENT, 120' PROPOSED DRAINAGE EASEMENT, 120' PROPOSED CHANNEL EASEMENT, 120' PROPOSED DRAINAGE EASEMENT, 120' PROPOSED CHANNEL EASEMENT.
- Other features: 75' BUFFER TO ALLOW FOR FUTURE CONSTRUCTION OF ULTIMATE SECTION OF MANDARINA BLVD, 51' INTERIM ROW, 150' ROW, 500', R1400', 390', 433', 51' ROW, 8-10'x6' ROBC OR SPAN BRIDGE PER CMG CONCEPT PLAN.

MANDARINA OVERALL AREA SUMMARY TABLE			
PARCEL	TYPE	AREA (AC)	TOTAL AREA (AC)
1	RESIDENTIAL/COMMERCIAL	198.14	198.14
	COMMERCIAL	87.25	
	COMMON AREA (DRAINAGE)	20.68	
2	INTERIM MANDARINA - 51' ROW	1.84	112.39
	75' BUFFER TO FUTURE MANDARINA ULTIMATE SECTION	2.61	
	COMMERCIAL	6.13	
3	COMMON AREA (DRAINAGE)	3.24	9.37
	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

FIRST AMENDMENT TO MANDARINA MEDIATION AGREEMENT

Town of Marana, Arizona

THIS FIRST AMENDMENT TO MANDARINA MEDIATION AGREEMENT (this “Amendment”) is made and entered into by and between the TOWN OF MARANA (the “Town”), an Arizona municipal corporation; and MANDARINA, LLC (“Mandarina”), a Colorado limited liability company. The Town and Mandarinina 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 a “MEDIATION AGREEMENT” (the “Mediation Agreement”) dated October 30, 2019, in settlement of two then-pending lawsuits, entitled *Mandarina, LLC v. Town of Marana*, Pima County Superior Court case number C20161982, and *Town of Marana v. Mandarinina, LLC*, Pima County Superior Court case number C20184425.

B. Construction of and funding for Adonis Road was an element of the Mediation Agreement.

C. At the time of the Mediation Agreement, Adonis Road was anticipated to be constructed by a third-party developer pursuant to development agreements.

D. As a result of an amendment to the development agreements with the third-party developer, the Town will now construct Adonis Road.

E. Adonis Road and Mandarinina Road Link have been designed as temporary two-lane roadways.

F. The Parties now desire to amend the Mediation Agreement to facilitate the Town’s construction of the segment of Adonis Road located on the Mandarinina Property as a permanent two-lane road.

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 Mediation Agreement, the Parties hereby agree as follows:

1. *Definitions from the Mediation Agreement.* Terms that are used in both the Mediation Agreement and in this Amendment shall have the definitions found in the Mediation Agreement.

2. *Town construction of the Adonis Road Improvements.* As soon as possible and in any event no later than October 30, 2021, the Town shall procure, construct, and complete the

“Adonis Road Improvements,” consisting of the three roadway segments to be constructed pursuant to the “Adonis North GMP,” the “Mandarina GMP,” and the “Mandarina Road Link GMP” as defined in paragraph 8 below. The Adonis North GMP and the Mandarin Road Link GMP roadway segments will be constructed as temporary two-lane roadways consistent with already-completed design plans, and the Mandarin GMP roadway segment will be constructed according to the Psomas plans to be submitted pursuant to paragraph 4 below.

3. *The CMAR.* The Town shall construct the Adonis Road Improvements using a construction-manager-at-risk form of procurement authorized by A.R.S. § 34-603. The Town’s construction manager procured for the construction of the Adonis Road Improvements is referred to in this amendment as the “CMAR.” The Town has already begun the CMAR procurement process, and anticipates selection of the CMAR by July 31, 2020.

4. *Design of the Subject Improvements.* At Mandarin’s cost, the engineering firm Psomas will, as soon as possible (with a goal of having final plans approval by September 15, 2020), provide plans for the construction of the following-described improvements on the Mandarin Property, which improvements are together referred to as the “Subject Improvements,” and for the transition from the Subject Improvements to the roadway segment to be constructed pursuant to the Adonis North GMP:

a. A two-lane permanent Adonis Road roadway (the north/east two lanes of the four-lane ultimate Adonis Road roadway), to a “permanent interim cross-section” of four inches of asphaltic concrete over a six inch aggregate base course, consistent with the cross section exhibit attached to this Amendment as Exhibit A.

b. Curbs and sidewalks and the top two inches of asphalt are excluded from initial construction; but will be provided by Mandarin in phases as the Mandarin Property is developed, so that the final two-lane permanent Adonis Road roadway will be consistent with the cross section exhibit attached to this Amendment as Exhibit B.

c. As constructed pursuant to this Amendment, the two-lane permanent Adonis Road roadway shall only extend as far east as its future permanent intersection with Mandarin Road Link as depicted on Exhibit 2 to the Mediation Agreement and not to the east Mandarin Property boundary.

5. *Stock-tight fencing.* The cost for all required stock-tight fencing (four-wire barbed) for Adonis Road within the Mandarin Property will be paid for by Mandarin.

6. *Expedited plan review.* The Town will expedite review and approval of the Psomas plans with a goal of having them reviewed and approved by September 15, 2020.

7. *Description and acquisition of right-of-way for transition north of the Mandarin Property.* The roadway segment to be constructed pursuant to the Adonis North GMP includes a transition north of the Mandarin Property to the Subject Improvements on the Mandarin Property. For the transition north of the Mandarin Property, Mandarin shall provide to the Town the design, legal description, and depiction of the additional required Adonis Road right-of-way from the property owner to the north. The Town shall

acquire the necessary right-of-way as provided in paragraph 1.7.2 of the Mediation Agreement and in Marana Ordinance No. 2012.05 (adopting the Tortolita Shadows Specific Plan).

8. *GMP*. As part of the Town's preconstruction services contract with the CMAR, the Town shall obtain from the CMAR a guaranteed maximum price (GMP) for the construction of the Adonis Road Improvements (the "Total GMP"). The Total GMP shall consist of the following three separate GMPs:

a. A GMP for the segment of temporary Adonis Road located north of the Subject Improvements (the "Adonis North GMP"). The Adonis North GMP includes all improvements north of the Mandarinina Property, including the transition from the temporary two-lane Adonis Road cross-section to the Subject Improvements.

b. A GMP for the Subject Improvements (the "Mandarina GMP").

c. A GMP for the segment of temporary Mandarinina Road Link located south of the Subject Improvements (the "Mandarina Road Link GMP").

9. *Payment for the Adonis Road Improvements*.

a. The Town shall be responsible to pay all costs associated with the construction of the roadway segments to be constructed pursuant to the Adonis North GMP and the Mandarinina Road Link GMP.

b. The funds for the construction of the roadway segment to be constructed pursuant to the Mandarinina GMP shall be provided as follows:

i. The Town shall pay the first \$1,100,000 pursuant to paragraph 1.12 of the Mediation Agreement.

ii. The Town shall pay the next \$972,281 from the funds it would have spent to construct temporary two-lane Adonis Road through Mandarinina.

iii. Mandarinina shall pay from the Escrow Account established pursuant to paragraph 1.11 of the Mediation Agreement the remaining balance of the \$900,000 previously deposited pursuant to paragraph 1.11 of the Mediation Agreement after Mandarinina's payment of design costs (see paragraph 4 above). If not fully needed to cover the cost of the Mandarinina GMP, any balance shall remain available to Mandarinina for use in accordance with the Mediation Agreement.

iv. If needed after applying the funding described in subparagraphs 9.b.i, ii, and iii above, Mandarinina shall pay any remaining balance of the Mandarinina GMP into the Escrow Account within 14 calendar days after Mandarinina receives the Mandarinina GMP. If the remaining balance required by this subparagraph is not timely paid, this Amendment is automatically terminated, and the rights and duties of the Parties shall be as set forth in the Mediation Agreement.

10. *Earthwork equipment crossing of Adonis Road.* During development of the Mandarinina Property, the Town shall allow earthwork equipment to cross Adonis Road with appropriate protection of the roadway and with appropriate traffic control to be reviewed and approved by the Town in connection with the submittal for and issuance of one or more applicable right-of-way use permits pursuant to Marana Town Code Chapter 12-7 ("Construction in Town rights-of-way").

11. *Pavement cuts moratorium exemption.* After construction of the permanent interim cross-section of the Subject Improvements as described in subparagraph 4.a above, Mandarinina shall be exempt from the Town's moratorium on pavement cuts as set forth in Marana Town Code section 12-7-9 ("Additional requirements for specified asphalt pavements") until curbs and sidewalks and the top two inches of asphalt are constructed (see subparagraph 4.b above).

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

13. *Term.* This Amendment shall become effective (the "Effective Date") on the last Party's signature date below, and shall terminate upon completion of construction of and payment for the Adonis Road Improvements, unless earlier terminated by operation of subparagraph 9.b.iv above.

14. *Miscellaneous.*

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

[Remainder of page left blank. Signature page follows.]

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 13 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

"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: _____

LIST OF EXHIBITS

Exhibit A Adonis Road permanent interim cross section exhibit

Exhibit B Adonis Road Mandarina development cross section exhibit

