MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 6, 2024, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, 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 August 6, 2024, 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.

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

PR1 Proclamation Recognizing National Purple Heart Day (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Resolution No. 2024-070: Relating to Budget; approving the transfer of up to $100,000 in budgeted expenditure authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2024-2025 budget for a donation to the Marana Food Bank and Community Resource Center (Terry Rozema)

C2 Resolution No. 2024-071: Relating to Budget; approving the transfer of up to $2,628,167 in budgeted expense authority from the Other Agency Funds (Fund #3045) Moore Road - Interstate 10, Traffic Interchange Project (ST115), transferring amounts of up to $1,232,526 to the Tangerine Road Widening, Phase 2A Project (ST098) and up to $1,395,641 to the Santa Cruz SUP at Calportland Project (PK023) in the fiscal year 2024-2025 budget (Fausto Burruel)

C3 Resolution No. 2024-072: Relating to Development; approving the Final Plat for Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East (Scott Radden)

C4 Resolution No. 2024-073: Relating to Development; approving the Final Plat for Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East (Scott Radden)

C5 Approval of Regular Town Council Meeting Summary Minutes of June 18, 2024, approval of Special Town Council Meeting Summary Minutes of June 18, 2024, and approval of Special Town Council Meeting Summary Minutes of June 25, 2024 (David L. Udall)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a location transfer series #009 Liquor Store liquor license and sampling privileges submitted by Jeffrey Craig Miller on behalf of Fry's Food & Drug #677, located at 11350 West Tangerine Road, Marana, Arizona, 85653 (David L. Udall)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Jose Gabriel Contreras on behalf of Humo Cocina Mexicana, located at 6671 North Thornydale Road, Tucson, Arizona, 85741 (David L. Udall)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2024-074: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to Development Agreement for the Saguaro Bloom Development Project (Jane Fairall)

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)

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)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the litigation entitled *Southern Arizona Home Builders Association v. Town of Marana*, Pima County Superior Court Case No. C20184411.

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town's attorneys in order to consider the Town's position and instruct its attorneys regarding the Town's position regarding possible litigation and/or settlement negotiations related to the One Arizona Opioid Settlement Memorandum of Understanding.

E4 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town's attorneys in order to consider the Town's position and instruct its attorneys regarding the Town's position regarding possible litigation and/or settlement negotiations related to J*acobs-Sluger v. Town of Marana*, Pima County Superior Court No. C20242463.

E5 Executive session pursuant to A.R.S. § 38-431.03(A)(4) & (7) for discussion or consultation with the Town's attorneys in order to consider the Town's position and instruct its attorneys regarding the Town's position regarding ongoing negotiations and options related to the Master Development Lease Agreement between the Town and Pima Aviation for the lease of real property located at the Marana Regional Airport.

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 **PR1**

Meeting Date: 08/06/2024

Date: August 6, 2024

Subject: Proclamation Recognizing National Purple Heart Day (David L. Udall)

Attachments

Proclamation Recognizing

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing "National Purple Heart Day"

WHEREAS, August 7th is recognized as "National Purple Heart Day," a day dedicated to honoring our nation's military heroes and service members who have made profound sacrifices for our country; and

WHEREAS, the original Purple Heart, designated as a Badge of Merit, was established by President George Washington in 1782; making it the oldest active military award presented to men and women of all military services who have been wounded or killed in combat; and

WHEREAS, Purple Heart Day was first observed in 2014 and has been observed every year since; and

WHEREAS, Marana is proud to serve and honor Veterans as a Purple Heart Town and was among the first in the state of Arizona to receive the Purple Heart Town designation in December 2014; and

WHEREAS, the Purple Heart designation serves as an "outward expression of an internal desire to recognize and honor recipients of the Purple Heart" and is given through the Military Order of the Purple Heart; and

WHEREAS, the Town of Marana will celebrate its tenth anniversary as a Purple Heart Town designation this December 2024; and

WHEREAS, the Town will continue to reflect on the bravery of those who have fought for the U.S. and ensure that their courage is never forgotten.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby proclaim August 7, 2024, as "National Purple Heart Day," in Marana and encourage the Marana Community to remember and honor the brave men and women who have represented our country and were wounded or killed while serving.

Dated this 6th day of August, 2024.

ATTEST:

David L. Udall, Town Clerk

MARANA AZ

Ed Honea, Mayor

Council-Regular Meeting **C1**

Meeting Date: 08/06/2024

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

From: Andrea De La Cruz, Assistant to the Town Manager

Date: August 6, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-070: Relating to Budget; approving the transfer of up to $100,000 in budgeted expenditure authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2024-2025 budget for a donation to the Marana Food Bank and Community Resource Center (Terry Rozema)

Discussion:

The budget for fiscal year 2024-2025 was adopted on June 18, 2024, which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds. Council approval is required for the budgetary transfers between the General Fund departments, between funds, and for any transfer of contingency.

The purpose of this item is to request the transfer of budget authority from the General Fund contingency line item to the Mayor and Council Community Relations budget of up to $100,000 for a donation to the Marana Food Bank and Community Resource Center (MFB-CRC).

The MFB-CRC was formed in late 2023 with the mission to provide food and resources to improve lives and the Marana community. On November 21, 2023, Council approved a donation of $150,000 to the newly formed MFB-CRC. This donation was to assist with costs related to acquiring assets and to support operations. After less than a year of being formed, the MFB-CRC continues to see a growth in families and

individuals struggling with food insecurity.

In an effort to continue providing local access to food assistance programs and to ensure services are uninterrupted, Staff recommends donating $100,000 to the MFB-CRC. These funds will assist with costs related to supporting operations and programming at 11734 W Grier Rd, Marana, AZ 85653.

Financial Impact:

Fiscal Year:	2025
Budgeted Y/N:	N
Amount:	$100,000

The requested budget transfer of up to $100,000 does not increase the overall expenditure amount for the General Fund or the Town's budget. The transfer will only move Contingency budgetary authority to the Mayor and Council Community Relations budget within the General Fund.

Staff Recommendation:

Staff recommends approval of the budget transfer from the General Fund Contingency line item to the Mayor and Council Community Relations budget.

Suggested Motion:

I move to adopt Resolution No. 2024-070, approving the transfer of up to $100,000 in budgeted expenditure authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2024-2025 budget for a donation to the Marana Food Bank and Community Resource Center.

Attachments

Resolution No. 2024-070

MARANA RESOLUTION NO. 2024-070

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $100,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE MAYOR AND COUNCIL COMMUNITY RELATIONS BUDGET IN THE FISCAL YEAR 2024-2025 BUDGET FOR A DONATION TO THE MARANA FOOD BANK AND COMMUNITY RESOURCE CENTER

WHEREAS on June 18, 2024, the Town Council adopted the fiscal year 2024-2025 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the Marana Food Bank and Community Resource Center has been a vital community resource, providing a wealth of benefits to the Marana community since late 2023; and

WHEREAS on November 21, 2023, the Town Council adopted Resolution No. 2023-109, approving a donation of $150,000 to assist the recently formed Marana Food Bank and Community Resource Center with costs related to acquiring needed assets and supporting operations; and

WHEREAS a donation of $100,000 to the Marana Food Bank and Community Resource Center will assist with costs related to support operations and programming; and

WHEREAS transferring amounts within the fiscal year 2024-2025 budget will not significantly impact the General Fund; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest of the Town of Marana and its citizens.

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

SECTION 1. The transfer of up to $100,000 in budgeted expense authority from the General Fund contingency line item to the Mayor and Council Community Relations budget in the fiscal year 2024-2025 budget is hereby approved.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of August, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 08/06/2024

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: August 6, 2024

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2024-071: Relating to Budget; approving the transfer of up to $2,628,167 in budgeted expense authority from the Other Agency Funds (Fund #3045) Moore Road - Interstate 10, Traffic Interchange Project (ST115), transferring amounts of up to $1,232,526 to the Tangerine Road Widening, Phase 2A Project (ST098) and up to $1,395,641 to the Santa Cruz SUP at Calportland Project (PK023) in the fiscal year 2024-2025 budget (Fausto Burruel)

Discussion:

Marana Town Code Section 3-4-7 provides that Town Council approval is required where the purchase exceeds $100,000 and funds for the purchase are not provided in the budget as adopted.

The budget for fiscal year 2024-2025 was adopted on June 18, 2024 and included the Town's 5 year CIP program.

On February 27, 2024, the Town of Marana submitted to the federal government a grant proposal requesting approximately $5,000,000 in RAISE Grant funding for the Moore Rd - Interstate 10, Traffic Interchange Project (ST115). The Town was not

successful in being awarded this grant. Due to not receiving this grant, the Town will not be conducting planning and design services for the ST115 project this fiscal year. The funding from this project is now available to be allocated for other needs as may be approved by Council.

On June 4, 2024, the Town and Borderland Construction Company, Inc. (Borderland) amended the construction contract for the Tangerine Road Widening, Phase 2A Project (ST098) to include work to construct the Joint Utility Trench (JUT) to be utilized by Comcast, Lumen, and Trico. The funding for the JUT will be provided by these companies but will still require budget appropriation. To fund this work, the Town will need to transfer $1,232,526 in Other Agency Funds (Fund #3045) in budgeted expense authority from the ST115 project to the ST098 project.

On January 25th, 2024, the Town and Borderland entered into a construction contract to construct the Santa Cruz SUP At Calportland Project (PK023). While the PK023 project was originally expected to be completed by the end of fiscal year 2023-2024, construction material delays have caused the project to be delayed into the first quarter of fiscal year 2024-2025. The necessary funding to finish the PK023 project was not included in the 2024 – 2025 fiscal budget. The Town will need to transfer $1,395,641 in Other Agency Funds (Fund #3045) in budgeted expense authority from the ST115 project to the PK023 project.

Financial Impact:

Fiscal Year:	2025
Budgeted Y/N:	Yes
Amount:	$2,628,167

$1,232,526 in Other Agency Funds (Fund #3045) in budgeted expense authority will be transferred from the Moore Rd - I10, Traffic Interchange Project (ST115) to Other Agency Funds (Fund #3045) for the Tangerine Rd Widening, Phase 2A Project (ST098) and $1,395,641 in Other Agency Funds (Fund #3045) in budgeted expense authority will be transferred from the Moore Rd - I10, Traffic Interchange Project (ST115) to Park Impact Fee Funds (Fund #3016) for the Santa Cruz SUP At Calportland Project (PK023). The total budget transfer from the Moore Rd - I10, Traffic Interchange Project (ST115) is $2,628,167.

Staff Recommendation:

Staff recommends approval of the budget transfer in the amount of not to exceed $2,628,167.

Suggested Motion:

I move to approve the transfer of up to $2,628,167 in budgeted expense authority from the Other Agency Funds (Fund #3045) Moore Road - Interstate 10, Traffic Interchange Project (ST115), transferring amounts of up to $1,232,526 to the Tangerine Road Widening, Phase 2A Project (ST098) and up to $1,395,641 to the Santa Cruz SUP at Calportland Project (PK023) in the fiscal year 2024-2025 budget.

Attachments

Resolution No. 2024-071

MARANA RESOLUTION NO. 2024-071

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $2,628,167 IN BUDGETED EXPENSE AUTHORITY FROM THE OTHER AGENCY FUNDS (FUND # 3045) MOORE ROAD – INTERSTATE 10, TRAFFIC INTERCHANGE PROJECT (ST115), TRANSFERRING AMOUNTS OF UP TO $1,232,526 TO THE TANGERINE ROAD WIDENING, PHASE 2A PROJECT (ST098) AND UP TO $1,395,641 TO THE SANTA CRUZ SUP AT CALPORTLAND PROJECT (PK023) IN THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS on June 18, 2024, the Town Council adopted the fiscal year 2024-2025 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS on January 25, 2024, the Town and Borderland Construction Company (Borderland) entered into a construction contract to construct the Santa Cruz SUP at Calportland Project (PK023) expecting to finish the project by the end of the fiscal year, and, as a result, the PK023 project was not included in the fiscal year 2024-2025 budget; and

WHEREAS due to construction material delays, the PK023 project will now be completed in the first quarter of the current fiscal year and funding of up to $1,395,641 for this project must be added to the fiscal year 2024-2025 budget; and

WHEREAS on June 4, 2024, the Town and Borderland amended the construction contract for the Tangerine Road Widening, Phase 2A Project (ST098) to construct a Joint Utility Trench (JUT) to be used by Comcast, Lumen, and Trico; and

WHEREAS the funding for the JUT will be provided by Comcast, Lumen and Trico but budget appropriation of up to $1,232,526 is required for the ST098 project in the fiscal year 2024-2025 budget; and

WHEREAS on February 27, 2024, the Town applied to the federal government for a grant requesting $5,000,000 in RAISE grant funding for the Moore Road-Interstate 10 Traffic Interchange Project (ST115); and

WHEREAS the Town was not awarded the RAISE grant, and, as a result, the Town will not be conducting planning and design services for ST115 project this fiscal year; and

WHEREAS up to $2,628,167 in funding for ST115 project in the fiscal year 2024-2025 budget can be used for the budgets for the PK023 and ST098 projects; and

WHEREAS transferring up to $1,232,526 in budgeted expense authority from the ST115 project to the ST098 budget within the fiscal year 2024-2025 budget will not significantly impact the General Fund; and

WHEREAS transferring up to $1,395,641 in budgeted expense authority from the ST115 project to the PK023 budget within the fiscal year 2024-2025 budget will not significantly impact the General Fund; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest of the Town of Marana and its citizens.

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

SECTION 1. The transfer of up to $1,232,526 in budgeted expense authority from the Moore Road- Interstate 10, Traffic Interchange project (ST115) to the Tangerine Road Widening, Phase 2A Project (ST098) within the fiscal year 2024-2025 budget, is hereby approved.

SECTION 2. The transfer of up to $1,395,641 in budgeted expense authority from the Moore Road- Interstate 10, Traffic Interchange project (ST115) to the Santa Cruz SUP at Calportland Project (PK023) within the fiscal year 2024-2025 budget, is hereby approved.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of August, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 08/06/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: August 6, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-072: Relating to Development; approving the Final Plat for Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East (Scott Radden)

Discussion:

Request

EPS Group, Inc., representing the owner, Meritage Homes of Arizona, Inc., is requesting approval of a final plat consisting of 152 Lots and 11 Tracts on approximately 30 acres of land generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East.

Zoning

The zoning of the property is Specific Plan (SP), Mandarina Specific Plan, created by Marana Ordinance No. 2009.02, adopted by the Marana Town Council on February 17, 2009, and administratively amended on October 30, 2019, and again on November 2, 2022.

Land Use

The proposed final plat is a resubdivision of Block 2 of the final block plat for Mandarina Blocks 1-2, 4-5 & 8-13, approved by the Mayor and Town Council on November 21, 2023, via adoption of Resolution No. 2023-111. The size of the proposed project is approximately 30.1 acres in gross area. The platted lot area is approximately 19.2 acres, the Tracts A-K area is approximately 5.5 acres, and the public right-of-way area totals approximately 5.4 acres.

Access and Traffic

Access for the project is provided off Adonis Road via Meridian Way and Houston Boulevard. Over one mile of new public right-of-way for internal access to lots and common areas located within the overall platted area will be dedicated by this plat.

Utilities

Water and sewer service for all the parcels will be provided by Marana Water. TRICO Electric and Southwest Gas will provide the electric and natural gas services.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of Ordinance No. 2009.02, the Mandarina Specific Plan, the Marana Town Code, and the Marana General Plan. The final plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2024-072, approving the Final Plat for Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K.

Attachments

Resolution No. 2024-072
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2024-072

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR MANDARINA - PHASE 1B - PARCEL A, LOTS 733-884 & TRACTS A-K, GENERALLY LOCATED NORTH OF TANGERINE ROAD AND EAST OF INTERSTATE 10 WITHIN PORTIONS OF SECTION 36, TOWNSHIP 11 SOUTH AND RANGE 11 EAST

WHEREAS, on February 17, 2009, the Mayor and Town Council adopted Ordinance No. 2009.02, approving a rezoning of approximately 342 acres, generally located north of Tangerine Road and east of Interstate 10, from Zones "E" (Transportation Corridor), "C" (Large Lot), and "AG" (Agricultural) to Zone "F" (Specific Plan), creating the Mandarina Specific Plan; and

WHEREAS, on October 30, 2019, Marana Town staff administratively approved an amendment to the Mandarina Specific Plan; and

WHEREAS, on December 1, 2020, the Mayor and Town Council adopted Resolution No. 2020-130, approving the Mandarina development agreement, recorded in the Pima County Recorder's Office at Sequence No. 20203390091; and

WHEREAS, on November 2, 2022, Marana Town staff administratively approved an amendment to the Mandarina Specific Plan; and

WHEREAS, on May 17, 2022, the Mayor and Town Council adopted Resolution No. 2022-047, approving the final block plat for Mandarina Blocks 1-7 and Parcels A, B & C, recorded in the Pima County Recorder's Office at Sequence No. 20231590262; and

WHEREAS, on November 21, 2023, the Mayor and Town Council adopted Resolution 2023-111, approving a final block plat for Mandarina Blocks 1-2, 4-5 & 8-13, recorded in the Pima County Recorder's Office at Sequence No. 20233320095; and

WHEREAS EPS Group, Inc., on behalf of Meritage Homes of Arizona, Inc., has applied for approval of a final plat for Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, being a resubdivision of Block 2 of the final block plat for Mandarina Blocks 1-2, 4-5 & 8-13; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on August 6, 2024, determined that the Final Plat for Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Final Plat for Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FINAL PLAT

Mandarina - Phase 1B - Parcel A, LOTS 733-884 & TRACTS A-K

BEING A RESUBDIVISION OF BLOCK 2 OF MANDARINA BLOCKS 1–2, 4–5 & 8–13, AS RECORDED IN SEQUENCE NUMBER 20233320095, P.C.R., SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 733–884 (152 LOTS)	837,630	19.2294
TRACTS A–K (11 TRACTS)	237,311	5.4481
PRIVATE STREETS	0	0.0000
RIGHT OF WAY	235,837	5.4141
NET AREA	1,074,941	24.6772
GROSS AREA	1,310,779	30.0913

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, DRAINAGEWAYS AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. 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. 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 PURPOSES 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.

PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA (TRACT), BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER 20241000024 IN THE OFFICE OF THE RECORDER OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE OF TRUST NO. 202403 AND NOT IN ITS CORPORATE CAPACITY

_____ DATE _____
TRUST OFFICER

ACKNOWLEDGMENT

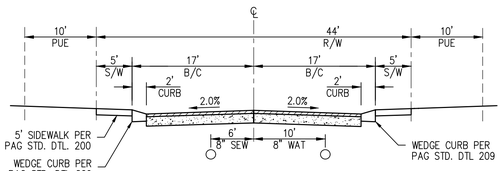
STATE OF ARIZONA }
} SS
COUNTY OF PIMA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2024, BY _____, TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

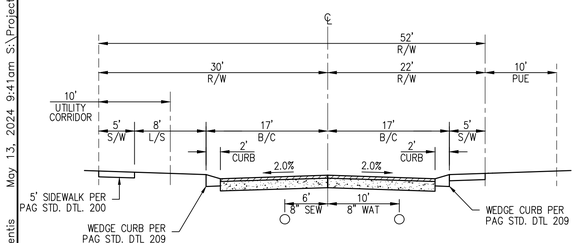
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ DATE
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES:



LOCAL STREET CROSS SECTION
PER APPROVED ENG2209–003 N.T.S.



LOCAL STREET CROSS SECTION W/EXPANDED RIGHT OF WAY
PER APPROVED ENG2209–003 N.T.S.

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 8 OF 8 FOR ALL COMMON AREAS IN TRACT USE TABLE.

ASSURED WATER SUPPLY

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

BY: _____ _____
MARANA WATER DIRECTOR DATE

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, FROM A BRASS CAP SURVEY MONUMENT STAMPED "LS 31591" LOCATED AT THE SOUTH QUARTER CORNER OF SECTION 36, TO A 2.5 INCH ALUMINUM CAP SURVEY MONUMENT STAMPED "PSOMAS RLS 18557" LOCATED AT THE SOUTHEAST CORNER OF SECTION 36, SAID BEARINGS BEING NORTH 89°44'11" EAST PER FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1–7 AND PARCELS A, B & C, AS RECORDED IN SEQUENCE NO. 20231590262, P.C.R.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM TITLE SECURITY AGENCY LLC 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 _____ _____
TOWN OF MARANA DATE

BENEFICIARY

PURSUANT TO A.R.S. SECTION 33–404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 202403, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

MERITAGE HOMES OF ARIZONA, INC.
5326 N. LA CHOLLA BOULEVARD
TUCSON, ARIZONA 85741

RECORDING

STATE OF ARIZONA }
} SS
COUNTY OF PIMA }

FEE $ _____

SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF EPS GROUP, INC., ON THIS _____ DAY OF _____, 2024, AT __M. IN SEQUENCE NUMBER _____ THEREOF.

GABRIELLA CAZARES–KELLY
PIMA COUNTY RECORDER

_____
BY DEPUTY

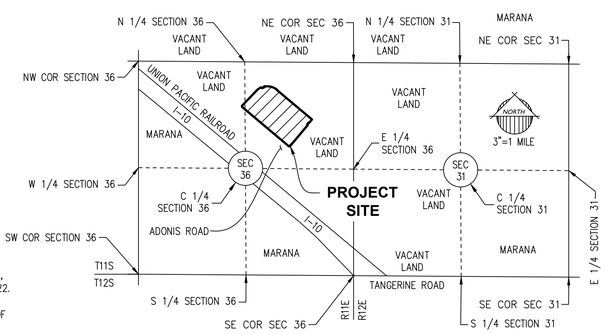
LEGEND

- ◦ FOUND MONUMENT, AS NOTED
- o CORNER OF SUBDIVISION
- R/W RIGHT–OF–WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON–ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
- ✳ DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
- (1) DENOTES STARTING/ENDING LOT SEQUENCE NUMBER
- EASEMENT LINE (SCHEDULE B)
- QUARTER–SECTION LINE
- SEWER EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- LANDSCAPE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- VNAE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- SVT EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- PUE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- FEMA FLOODPRONE LIMITS
- BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- SECTION LINE
- MID–SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

NOTE:
PUBLIC UTILITIES SHALL BE INSTALLED WITHIN THE RIGHT OF WAY IF NO PUE IS DEDICATED (SEE UTILITY CORRIDOR)

GENERAL NOTES

1. EXISTING ZONING IS SP (SPECIFIC PLAN) ZONE PER TOWN OF MARANA ORDINANCE NO. 2009.02, APPROVED FEBRUARY 17, 2009, AMENDED OCTOBER 30, 2019 AND AMENDED NOVEMBER 2, 2022.
2. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
3. 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.
4. 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.
5. THE LAND USE DESIGNATION OF THIS PROPERTY IS MANDARINA CORRIDOR AND TORTOLITA CORRIDOR PER THE SPECIFIC PLAN LAND USE CONCEPT MAP.
6. 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.
7. 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.
8. 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.
9. TOTAL MILES OF NEW PUBLIC STREETS IS 1.2.
10. 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. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.
11. THE TOTAL NUMBER OF LOTS IS 152. THE MAXIMUM ALLOWABLE RESIDENTIAL UNITS FOR THE PROJECT SHALL NOT EXCEED 2,500.
12. THE TOTAL NUMBER OF TRACTS IS 11.
13. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. SUBDIVISION AREAS:
RESIDENTIAL DEVELOPMENT AREA (152 LOTS) = 19.2294 ACRES (837,630 S.F.) NET DENSITY = 6.1595
TRACTS (11 TRACTS) = 5.4481 ACRES (237,311 S.F.)
15. GROSS AREA OF THIS SUBDIVISION IS 30.0913 ACRES (1,310,779 S.F.). THE AREA OF ALL DEDICATED RIGHTS OF WAYS IS 5.4141 ACRES (235,837 S.F.). THE NET AREA OF THE PROPERTY IS 24.6772 ACRES (1,074,941 S.F.).
16. THE MINIMUM LOT SIZE IS 4,870 SF (LOTS 872 & 873)
THE MAXIMUM LOT SIZE IS 6,779 SF (LOT 761)
THE AVERAGE LOT SIZE IS 5,511 SF
THE MAXIMUM BUILDING HEIGHT IS 45'.
THE MINIMUM LOT SIZE FOR SINGLE FAMILY DETACHED IS 3,500 SF.
THE MAXIMUM LOT COVERAGE IS 85% FOR SINGLE FAMILY ATTACHED AND 80% FOR FOR SINGLE FAMILY DETACHED.
17. THE MINIMUM BUILDING SETBACKS ARE ARTERIAL STREET SINGLE FAMILY DETACHED: 20' & ARTERIAL STREET SINGLE FAMILY ATTACHED: 30; STRUCTURE: 10'; STREET FACING GARAGE FACE: 20'; NON STREET FACING GARAGE FACE: 10'; REAR SINGLE FAMILY DETACHED: 10' & REAR SINGLE FAMILY ATTACHED: 5'; SIDE 5'; BUILDING SEPARATION: 10' AND ACCESSORY BUILDING 5'.
18. NOTWITHSTANDING THE FOREGOING, MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, (COLLECTIVELY WITH ANY SUCCESSORS OR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNER"), HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48–701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED PURSUANT TO A DEVELOPMENT AGREEMENT AMONG SUCH DISTRICT, THE OWNER AND THE TOWN OF MARANA, ARIZONA. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH AGREEMENT AND JUNE 30, 2030.
19. LOMR CASE #22–09–1156P WAS ACCEPTED BY FEMA WITH REVISED MAPS BEING EFFECTIVE ON FEBRUARY 16, 2024, PLACING THIS FULL PLAT WITHING ZONE X. MARANA TOWN CODE 17–15–10 (E)(3) SHALL BE CONSIDERED NO LONGER APPLICABLE TO THIS DEVELOPMENT.
20. 44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209–003. SEE APPROVED CROSS SECTION BY TOWN ON THIS SHEET.



VICINITY MAP

SCALE: 3"=1 MILE

SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

OWNER

MERITAGE HOMES OF ARIZONA, INC.
5326 N. LA CHOLLA BOULEVARD
TUCSON, AZ 85741
TEL: (520) 225–6845
CONTACT: SCOTT KOLT

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: BRIAN NICHOLLS, P.E.

SHEET INDEX

1	COVER SHEET
2	INDEX MAP
3 – 7	PLAT PLAN SHEETS
8	LOT AREA TABLE, LINE DATA TABLE, CURVE DATA TABLE & TRACT USE TABLE

TOWN OF MARANA CERTIFICATION

I, DAVID UDALL, 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 _____, 2024.

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING MANAGER DATE

BY: _____ _____
MARANA WATER DIRECTOR DATE

SURVEYOR CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY _____ 5–13–24
ROBERT A. JOHNSTON, RLS 37495 DATE
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503–2250
FAX: (480) 503–2258

REGISTERED LAND SURVEYOR CERTIFICATE NO. 37495 ROBERT A. JOHNSTON Date Signed 5-13-24

DATE OF PREPARATION: 10/31/22 (REVISED 6/28/23, 7/26/23, 11/28/23, 2/01/24, 3/05/24 & 5/13/24)

ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

BY _____ 5–13–24
BRIAN NICHOLLS DATE
PE 54652

Registered Professional Engineer (Civil) CERTIFICATE NO. 54652 BRIAN NICHOLLS Date Signed 5-13-24

EXPIRES 06/30/25

PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

ADMINISTRATIVE ADDRESS
12350 N. ADONIS ROAD,
MARANA, ARIZONA 85658

PRV2211-002
PRV2210-001

Final Plat for
Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K
BEING A RESUBDIVISION OF BLOCK 2 OF MANDARINA BLOCKS 1-2, 4-5 & 8-13, AS RECORDED IN SEQUENCE NUMBER 20233320095, P.C.R.
Being a portion of Section 36, T11S, R11E, G&SRM
Town of Marana, Pima County, Arizona

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR CERTIFICATE NO. 37495 ROBERT A. JOHNSTON Date Signed 5-13-24

Job No. 20-0522
FP01
Sheet No. 1 of 8

Sequence Number:

tprotonentis May 13, 2024 9:41am S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Phase 1B.1 – Parcel A\20-0522 Plat – 1B.1 – Parcel A.dwg

N89°48'10"E 2646.92'

NW COR SECTION 36
3-1/2" AC
"PSOMAS 26|25-
35|36 RLS 18557"

N 1/4 SECTION 36
1-1/2" LC ON PIPE
UNREADABLE

N89°47'09"E 2646.58'

S89°55'16"W 2521.96'

NE COR SEC 36
CALCULATED POSITION

N 1/4 SECTION 31
CALCULATED POSITION

LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
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- SECTION LINE
- MID-SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

SHEET 6

SHEET 5

SHEET 7

SHEET 4

SHEET 3

N. MERIDIAN WAY (PUBLIC STREET)

N. WELCH STREET (PUBLIC STREET)

N. ETERNITY WAY (PUBLIC STREET)

W. HAZELBROOK DRIVE (PUBLIC STREET)

W. RUMBLE WAY (PUBLIC STREET)

W. LARSON STREET (PUBLIC STREET)

N. UPPER CANYON WAY (PUBLIC STREET)

N. FROSTED WAY (PUBLIC STREET)

W. WILMA DRIVE (PUBLIC STREET)

N. RED KITE DRIVE (PUBLIC STREET)

W. ADONIS ROAD

N. HOUSTON BOULEVARD (PUBLIC STREET)

TRACT A, TRACT B, TRACT C, TRACT D, TRACT E, TRACT F, TRACT G, TRACT H, TRACT I, TRACT J, TRACT K

POINT OF BEGINNING

N43°20'45"E 486.89'

S49°55'31"E 1135.49'

S40°04'29"W 115.27'

S40°04'29"W 648.03'

N49°55'31"W 1471.28'

L3, L5, L6, C1, C2, C41, C42, C43, C45, C47

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.

COMMON AREA (TRACT) DATA TABLE NOTE

PLEASE SEE SHEET 8 OF 8 FOR ALL COMMON AREAS (TRACTS) IN TRACT USE TABLE.

LOCAL STREET RIGHT OF WAY NOTE

44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

DIMENSION NOTE

PLEASE REFER TO SHEET 8 FOR LINE DATA AND CURVE DATA TABLES.

W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

W 1/4 COR SECTION 36
POSITION DETERMINED
USING PIMA COUNTY
REFERENCE TIES

C 1/4 SECTION 36
CALCULATED POSITION

S89°44'46"W 5285.20'
2644.70'

2640.50'

N0°21'45"W 2645.01'

2644.67'

2557.93'
N89°44'20"E 2642.36'

84.43'

SW COR. SEC. 36
FND. BCSM IN HANDWELL
MKD. "TOWN OF MARANA"

POINT OF COMMENCEMENT
S 1/4 COR. SEC. 36
FND. 4" BCSM MKD.
"RLS 31591" 0.4' BELOW NG

W Tangerine Rd
(EXISTING PUBLIC STREET)
DKT 11487, PG 2029

N89°44'11"E 2646.34'
(BASIS OF BEARINGS)
W. TANGERINE ROAD

KEY MAP
1"=80'

NORTH

E 1/4 COR SECTION 36
1/2" IP

C 1/4 SECTION 31
CALCULATED POSITION

N89°43'16"E 2526.17'

N0°26'18"W 2644.23'

N0°16'46"W 1319.63'

N0°15'44"W 1319.61'

N89°36'28"E 2518.45'

SE COR. SEC. 36
FND. 3" AC MKD.
"PSOMAS T11S
R12S RLS 18657"

S 1/4 SECTION 31
CALCULATED POSITION

N0°21'36"W 2645.03'

N0°18'43"W 5287.09'
2642.42'

N0°15'40"W 4180.03'

N0°10'49"W 2640.59'

N0°16'19"W 2631.77'

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Sequence Number:

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON, JR.
Date Signed 5-13-24

Job No.
20-0522

FP02

Sheet No.
2
of 8

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

tprotonentis May 13, 2024 9:41am S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Phase 1B.1 – Parcel A\20-0522 Plat – 1B.1 – Parcel A.dwg



W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

LEGEND

- ◦ FOUND MONUMENT, AS NOTED
- ○ CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
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- SECTION LINE
- MID-SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

SIGHT VISIBILITY TRIANGLE NOTE

ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190-3.

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 8 OF 8 FOR ALL COMMON AREAS (TRACTS) IN TRACT USE TABLE.

EASEMENT NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

LOCAL STREET RIGHT OF WAY NOTE

44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

NORTH

scale 30 0 30 60 feet

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Sequence Number:

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
Date Signed 5/31/24

Job No.
20-0522

FP03

Sheet No.
3
of 8

tprotonentis May 13, 2024 9:41am S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Phase 1B.1 – Parcel A\20-0522 Plat – 1B.1 – Parcel A.dwg



LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT–OF–WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON–ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- BRASS CAP TO BE SET AT CONSTRUCTION
- * DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
- (1) DENOTES STARTING/ENDING LOT SEQUENCE NUMBER

EASEMENT LINE (SCHEDULE B)

QUARTER–SECTION LINE

SEWER EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

LANDSCAPE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

VNAE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

SVT EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

PUE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

FEMA FLOODPRONE LIMITS

BOUNDARY LINE

PARCEL LINE

LOT LINE

SECTION LINE

MID–SECTION LINE

CENTER LINE ROAD

EXISTING R/W

SIGHT VISIBILITY TRIANGLE NOTE

ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190–3.

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.

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PLEASE SEE SHEET 8 OF 8 FOR ALL COMMON AREAS (TRACTS) IN TRACT USE TABLE.

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FINAL PLAT

Sequence Number: ____________

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
Date Signed 5-13-24
ARIZONA, U.S.A.

Job No. 20-0522

FP04

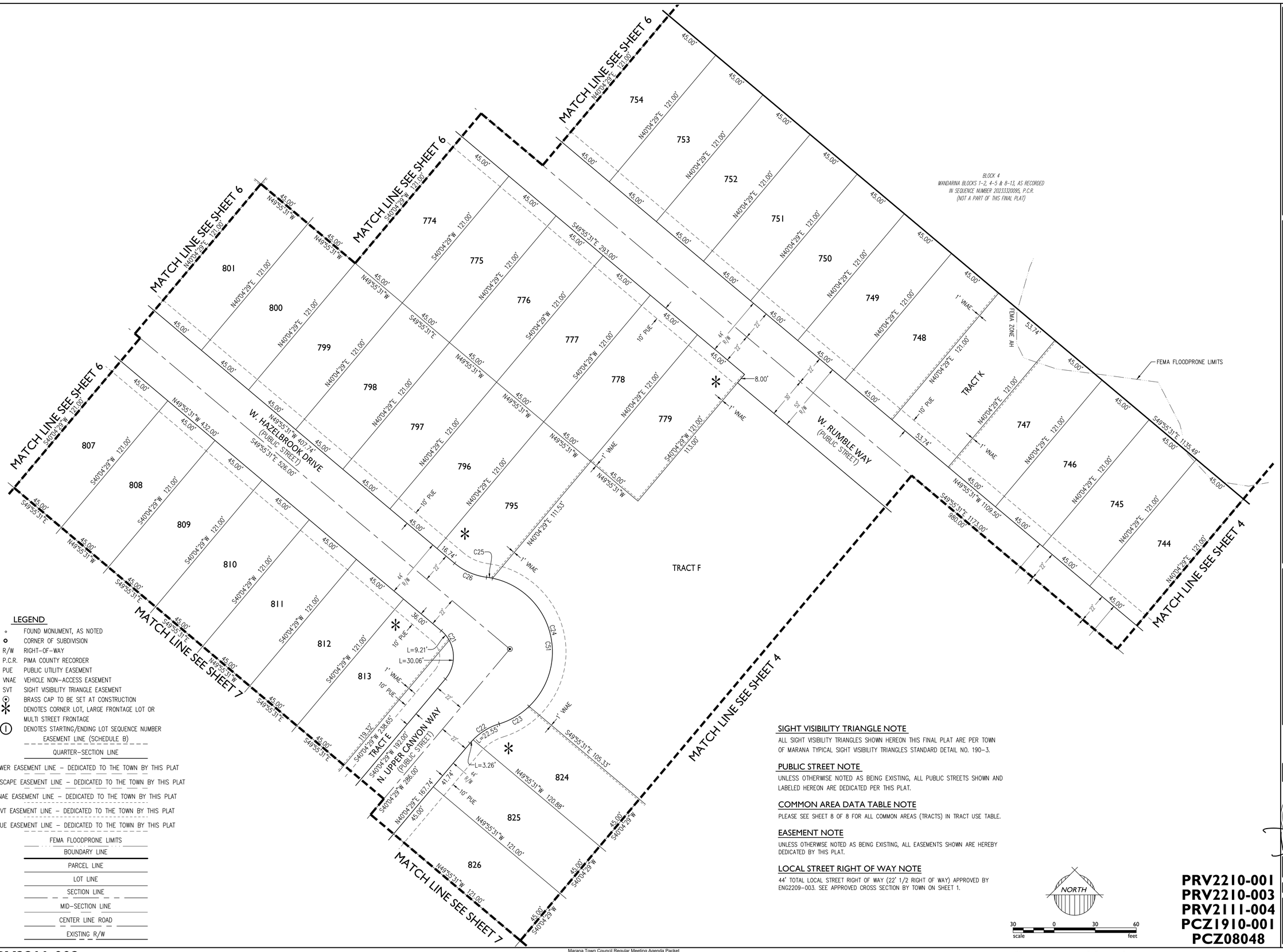
Sheet No. 4 of 8

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

PRV2211-002

May 13, 2024 9:40am S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Phase 1B.1 – Parcel A\20-0522 Plat – 1B.1 – Parcel A.dwg tprotonentis

Sequence Number: ____________



LEGEND

- ◦ FOUND MONUMENT, AS NOTED
- ⊙ CORNER OF SUBDIVISION
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EASEMENT LINE (SCHEDULE B)

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FEMA FLOODPRONE LIMITS

BOUNDARY LINE

PARCEL LINE

LOT LINE

SECTION LINE

MID-SECTION LINE

CENTER LINE ROAD

EXISTING R/W

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NORTH

30 0 30 60
scale feet

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

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Project: Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5/13/24

Job No.
20-0522
FP05

Sheet No.
5
of 8

Sequence Number:

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LEGEND

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NORTH

30 0 30 60
scale feet

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

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Mesa, AZ 85201
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w w w . e p s g r o u p i n c . c o m

Project: Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5-13-24

Job No. 20-0522
FP06
Sheet No. 6 of 8

Sequence Number:

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- SECTION LINE
- MID-SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

BLOCK 8
MANDARINA BLOCKS 1-2, 4-5 & 8-13, AS RECORDED IN SEQUENCE NUMBER 20233320095, P.C.R.
(NOT A PART OF THIS FINAL PLAT)

N. MERIDIAN WAY (PUBLIC STREET)

NORTH-SOUTH MID-SECTION LINE OF SECTION 36

145'R LANDSCAPE EASEMENT

TRACT A

POINT OF BEGINNING

26.5' SEWER EASEMENT SEQUENCE NUMBER 20233320095, P.C.R.

MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 5

MATCH LINE SEE LOWER RIGHT THIS SHEET

MATCH LINE SEE UPPER LEFT THIS SHEET

N. FROSTED WAY (PUBLIC STREET)

W. LARSON STREET (PUBLIC STREET)

TRACT G

TRACT E

N. UPPER CANYON WAY (PUBLIC STREET)

100' TEMPORARY CONSTRUCTION EASEMENT SEQ 20202800359

75' ROW DEDICATION SEQ 20193400150

W. ADONIS ROAD

W. TANGERINE ROAD

W Tangerine Rd
(EXISTING PUBLIC STREET)
DKT 11487, PG 2029

W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

SW COR SEC. 36
FND. BCSM IN HANDWELL
MKD. "TOWN OF MARANA"

POINT OF COMMENCEMENT
S 1/4 COR. SEC. 36
FND. 4" BCSM MKD.
"RLS 31591"
0.4' BELOW NG

SE COR. SEC. 36
FND. 3" AC MKD.
"PSOMAS T11S
R12S RLS 18657"

C 1/4 SECTION 36
CALCULATED POSITION

S 1/4 SECTION 31
CALCULATED POSITION

N89°44'11"E 2646.34'
(BASIS OF BEARINGS)

S89°44'20"W 2642.36'

2557.93'

84.43'

N89°36'28"E 2518.45'

N0°18'43"W 5287.09'

N0°15'40"W 4180.03'

214.53'

1466.75'

133.79'

526.00'

432.00'

1471.29'

N49°55'31"W 1471.29'

S46°03'14"E 379.86'

S54°26'21"E 177.06'

S49°55'31"E 1072.48'

N49°55'31"W 1215.00'

N49°55'31"W 192.00'

S46°20'56"E 240.47'

S49°55'31"E 218.65'

N49°55'31"W 130.46'

S49°55'31"E 405.00'

S49°55'31"E 121.00'

N49°55'31"W 121.00'

S40°04'29"W 121.00'

N40°04'29"E 121.00'

S40°04'29"W 161.74'

S40°04'29"W 286.00'

N40°04'29"E 286.00'

S40°04'29"W 119.32'

N40°04'29"E 119.32'

L=692.45'
145'R
C46
C45
C48
75.00'
L=79.93'
38.5'
5.18'
75' R/W
SVT
C29
L=99.44'
C28
9.74'
C19
C20
L=30.06'
L=9.21'
L=30.06"
L=9.21"
44' R/W
22'
20'
36.00'
30.00'
45.00'
1' VNAE
10' PUE

820 819 818 817 816 815 814 830 829 827 828 848 849 850 851 852 853 854 855 856 857 858 859

NORTH
30 0 30 60
scale feet

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FINAL PLAT

Sequence Number:

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5/13/24

Job No.
20-0522
FP07

Sheet No.
7
of 8

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	17.36'	25.00'	39°47'31"	17.02'	N69°49'16"W
C2	39.27'	25.00'	89°59'58"	35.36'	N04°55'32"W
C3	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C4	39.27'	25.00'	90°00'00"	35.36'	N04°55'31"W
C5	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C6	39.27'	25.00'	90°00'00"	35.36'	N04°55'31"W
C7	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C8	25.81'	45.00'	32°51'36"	25.46'	S23°38'41"W
C9	149.48'	55.00'	155°43'11"	107.54'	N85°04'29"E
C10	25.81'	45.00'	32°51'36"	25.46'	N33°29'43"W
C11	39.27'	25.00'	90°00'00"	35.36'	S04°55'31"E
C12	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C13	25.81'	45.00'	32°51'36"	25.46'	N23°38'41"E
C14	25.53'	55.00'	26°35'49"	25.30'	S20°30'48"W
C15	120.63'	55.00'	125°39'48"	97.86'	N83°21'24"W
C16	3.32'	55.00'	3°27'34"	3.32'	N18°47'43"W
C17	25.81'	45.00'	32°51'35"	25.46'	N33°29'43"W
C18	39.27'	25.00'	90°00'00"	35.36'	S85°04'29"W
C19	39.27'	25.00'	90°00'00"	35.36'	S04°55'31"E
C20	39.27'	25.00'	90°00'00"	35.36'	N85°04'29"E
C21	39.27'	25.00'	90°00'00"	35.36'	N04°55'31"W
C22	25.81'	45.00'	32°51'36"	25.46'	S56°30'17"W
C23	25.53'	55.00'	26°35'49"	25.30'	N59°38'10"E
C24	119.49'	55.00'	124°28'28"	97.34'	N15°53'58"W
C25	4.46'	55.00'	4°38'54"	4.46'	N80°27'40"W
C26	25.81'	45.00'	32°51'36"	25.46'	N66°21'19"W
C27	39.27'	25.00'	90°00'00"	35.36'	S04°55'31"E
C28	25.81'	45.00'	32°51'36"	25.46'	S66°21'19"E
C29	149.48'	55.00'	155°43'11"	107.54'	S04°55'31"E
C30	25.81'	45.00'	32°51'36"	25.46'	S56°30'17"W
C31	39.27'	25.00'	90°00'00"	35.36'	S85°04'29"W
C32	39.27'	25.00'	90°00'00"	35.36'	N04°55'31"W
C33	334.58'	213.00'	90°00'00"	301.23'	S85°04'29"W
C34	369.14'	235.00'	90°00'00"	332.34'	S85°04'29"W
C35	101.56'	257.00'	22°38'31"	100.90'	S51°23'44"W
C36	35.08'	25.00'	80°24'21"	32.27'	N22°30'49"E
C37	35.08'	25.00'	80°24'21"	32.27'	S57°53'32"E
C38	216.07'	257.00'	48°10'12"	209.76'	N74°00'37"W
C39	42.06'	25.00'	96°23'17"	37.27'	N30°30'17"E
C40	0.61'	391.50'	0°05'22"	0.61'	N78°44'37"E
C41	323.33'	370.00'	50°04'05"	313.14'	N74°57'34"W
C42	42.91'	25.00'	98°20'59"	37.84'	S66°51'51"E
C43	140.86'	391.50'	20°36'54"	140.10'	N53°39'12"E
C44	348.54'	430.00'	46°26'30"	339.08'	S66°34'00"W
C45	65.12'	40.00'	93°16'16"	58.16'	S03°17'23"E
C46	75.65'	1325.00'	3°16'16"	75.64'	S48°17'23"E
C47	62.83'	40.00'	90°00'00"	56.57'	S85°04'29"W
C48	772.38'	1400.00'	31°36'36"	762.62'	S34°07'13"E
C49	129.33'	370.00'	20°01'39"	128.67'	S53°21'34"W
C50	149.48'	55.00'	155°43'11"	107.54'	S85°04'29"W
C51	149.48'	55.00'	155°43'11"	107.54'	N04°55'31"W

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
733	5,416	0.1243
734	5,445	0.1250
735	5,445	0.1250
736	5,445	0.1250
737	5,445	0.1250
738	5,445	0.1250
739	5,445	0.1250
740	5,445	0.1250
741	5,445	0.1250
742	5,445	0.1250
743	5,445	0.1250
744	5,445	0.1250
745	5,445	0.1250
746	5,445	0.1250
747	5,445	0.1250
748	5,445	0.1250
749	5,445	0.1250
750	5,445	0.1250
751	5,445	0.1250
752	5,445	0.1250
753	5,445	0.1250
754	5,445	0.1250
755	5,445	0.1250
756	5,634	0.1293
757	6,545	0.1502
758	6,636	0.1523
759	6,707	0.1540
760	6,758	0.1551
761	6,780	0.1556
762	6,655	0.1528
763	6,681	0.1534
764	6,113	0.1403
765	5,699	0.1308
766	5,815	0.1335
767	5,931	0.1362
768	6,047	0.1388
769	6,162	0.1415
770	6,197	0.1423
771	5,753	0.1321
772	5,214	0.1197
773	5,437	0.1248
774	5,445	0.1250
775	5,445	0.1250
776	5,445	0.1250
777	5,445	0.1250
778	5,445	0.1250
779	5,445	0.1250
780	5,445	0.1250
781	5,445	0.1250
782	5,445	0.1250
783	5,445	0.1250
784	5,445	0.1250
785	5,445	0.1250
786	5,445	0.1250
787	5,445	0.1250
788	5,445	0.1250
789	5,445	0.1250
790	5,445	0.1250
791	5,445	0.1250
792	5,445	0.1250

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
793	5,445	0.1250
794	5,365	0.1232
795	5,356	0.1230
796	5,445	0.1250
797	5,445	0.1250
798	5,445	0.1250
799	5,445	0.1250
800	5,445	0.1250
801	5,445	0.1250
802	5,445	0.1250
803	5,445	0.1250
804	5,440	0.1249
805	5,445	0.1250
806	5,445	0.1250
807	5,445	0.1250
808	5,445	0.1250
809	5,445	0.1250
810	5,445	0.1250
811	5,445	0.1250
812	5,445	0.1250
813	5,440	0.1249
814	5,440	0.1249
815	5,445	0.1250
816	5,445	0.1250
817	5,445	0.1250
818	5,445	0.1250
819	5,445	0.1250
820	5,445	0.1250
821	5,445	0.1250
822	5,445	0.1250
823	5,440	0.1249
824	5,091	0.1169
825	5,445	0.1250
826	5,445	0.1250
827	5,445	0.1250
828	5,440	0.1249
829	5,440	0.1249
830	5,445	0.1250
831	5,445	0.1250
832	5,445	0.1250
833	5,091	0.1169
834	5,445	0.1250
835	5,445	0.1250
836	5,445	0.1250
837	5,445	0.1250
838	5,445	0.1250
839	5,445	0.1250
840	5,445	0.1250
841	5,445	0.1250
842	5,445	0.1250
843	5,445	0.1250
844	5,445	0.1250
845	5,445	0.1250
846	5,445	0.1250
847	5,445	0.1250
848	5,445	0.1250
849	5,445	0.1250
850	5,445	0.1250
851	5,445	0.1250
852	5,445	0.1250

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
853	5,445	0.1250
854	5,445	0.1250
855	5,445	0.1250
856	5,445	0.1250
857	5,445	0.1250
858	5,445	0.1250
859	5,445	0.1250
860	5,445	0.1250
861	5,445	0.1250
862	5,445	0.1250
863	5,445	0.1250
864	5,445	0.1250
865	5,445	0.1250
866	5,445	0.1250
867	5,445	0.1250
868	5,445	0.1250
869	5,445	0.1250
870	5,445	0.1250
871	5,106	0.1172
872	4,870	0.1118
873	4,870	0.1118
874	5,106	0.1172
875	5,445	0.1250
876	5,445	0.1250
877	5,445	0.1250
878	5,445	0.1250
879	5,445	0.1250
880	5,445	0.1250
881	5,445	0.1250
882	5,445	0.1250
883	5,445	0.1250
884	5,445	0.1250

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE, OPEN SPACE, DRAINAGE, ** PUBLIC UTILITY EASEMENT, LANDSCAPE EASEMENT, ** TEMPORARY CONSTRUCTION EASEMENT, ** SEWER EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	101,952	2.3405
B	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	2,665	0.0612
C	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	14,811	0.3400
D	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	3,614	0.0830
E	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	3,614	0.0830
F	LANDSCAPE, OPEN SPACE, DRAINAGE & PEDESTRIAN ACCESS EASEMENT	85,371	1.9598
G	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	3,614	0.0830
H	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	5,056	0.1161
I	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	5,056	0.1161
J	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	5,056	0.1161
K	LANDSCAPE, OPEN SPACE & ** PUBLIC UTILITY EASEMENT	6,503	0.1493

LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°08'58"W	10.00'
L2	S04°17'56"W	10.00'
L3	S20°44'38"E	11.28'
L4	N40°04'29"E	4.00'
L5	N40°04'29"E	44.00'
L6	N70°12'58"E	44.03'
L7	N49°55'31"W	78.50'

NOTES

1. COMMON AREAS (TRACTS) MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON SHEETS 3 THROUGH 7.

** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA (TRACT).

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: Mandarina - Phase 1B - Parcel A, Lots 733-884 & Tracts A-K, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Sequence Number:

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5-13-24

Job No.
20-0522

FP08

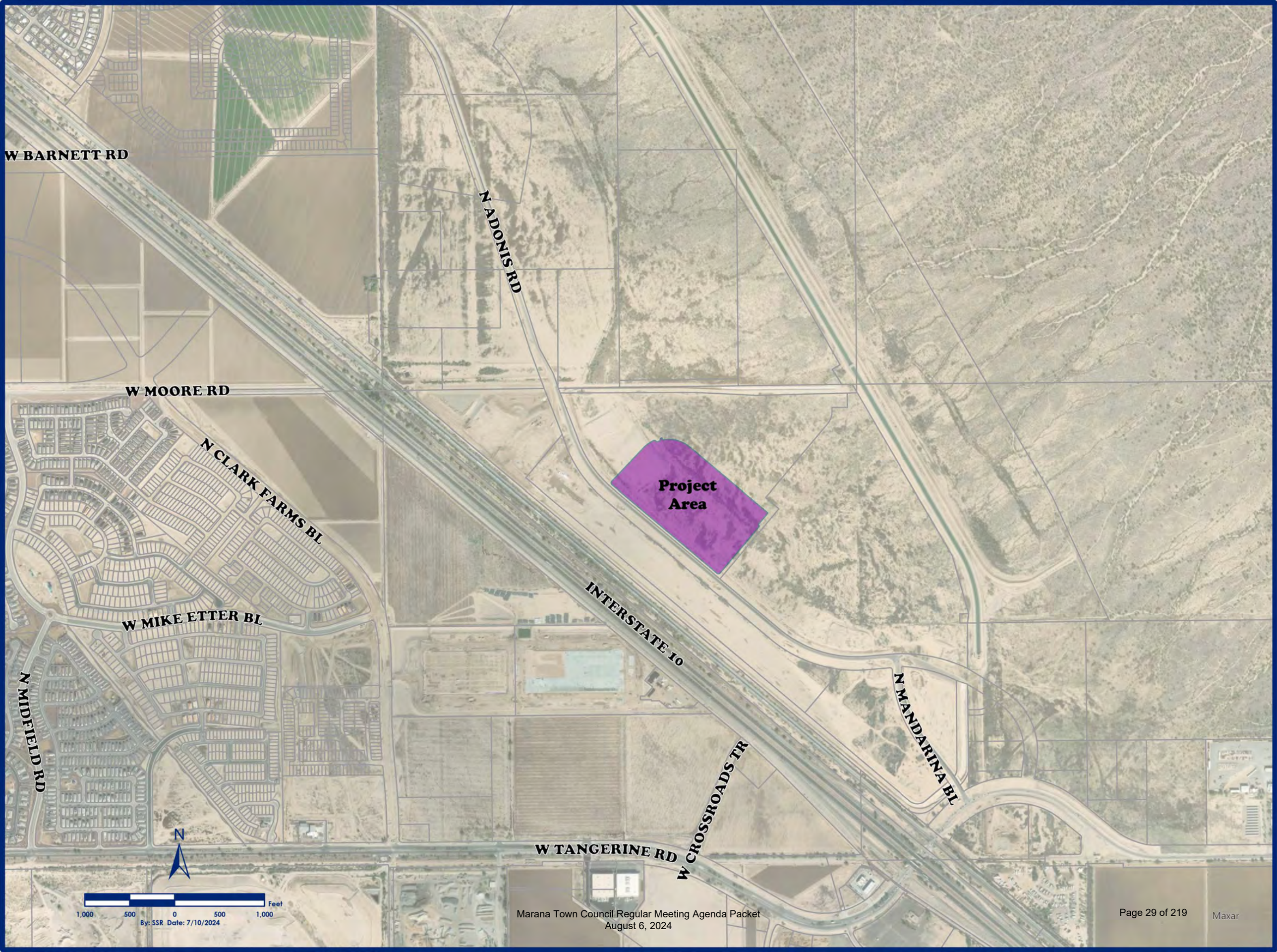
Sheet No.
8
of 8

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

PRV2211-002

Sequence Number: _____

torotorentis May 13, 2024 9:39am S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Phase 1B.1 - Parcel A\20-0522 Plat - 1B.1 - Parcel A.dwg


W BARNETT RD
N ADONIS RD
W MOORE RD
N CLARK FARMS BL
Project Area
INTERSTATE 10
W MIKE ETTER BL
N MIDFIELD RD
N MANDARINA BL
W CROSSROADS TR
W TANGERINE RD
N
1,000 500 0 500 1,000
Feet
By: SSR Date: 7/10/2024

Maxar

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

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
❑ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
☒ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Mandarina Phase 1B.1 - Parcel A			
Description of Project: Mandarina Phase 1B.1 - Parcel A Final Plat			Number of Lots: 150
Parcel No.(s): 21755011D, 21755011G, 21755011H			Gross Area (Acres): 30.10
Project Address: Northwest of Adonis Road and Mandarina Road			
Ref. Project No.: ENG2209-018, 019, 020, 021, DRA2209-003			

CONTACT INFORMATION

Owner: Mandarina Holdings LLC	Contact Name: Hudd Hassell		
Address: 1635 N Greenfield Road, #115	City: Mesa	State: AZ	Zip: 85205
Email: hudd@belaflor.com	Phone No.: (602) 525-0000		
Applicant: EPS Group, Inc.	Contact Name: Meikle Garrett		
Address: 1130 N Alma School Road, #120	City: Mesa	State: AZ	Zip: 85201
Email: meikle.garrett@epsgroupinc.com	Phone No.: (480) 355-0628		
Consultant/Engineer: EPS Group, Inc.	Contact Name: Brian Nicholls		
Address: 1130 N Alma School Road, # 120	City: Mesa	State: AZ	Zip: 85201
Email: brian.nicholls@epsgroupinc.com	Phone No.: (480) 355-1537		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information 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.)

G. Meikle Garrett		11/4/2022
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 08/06/2024

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: August 6, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2024-073: Relating to Development; approving the Final Plat for Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South and Range 11 East (Scott Radden)

Discussion:

Request
EPS Group, Inc., representing the owner, Meritage Homes of Arizona, Inc., is requesting approval of a final plat consisting of 114 lots and 10 tracts on approximately 19.8 acres of land generally located north of Tangerine Road and east of Interstate 10 within portions of Section 36, Township 11 South.

Zoning
The zoning of the property is Specific Plan (SP), Mandarina Specific Plan, created by Marana Ordinance 2009.02, adopted by the Marana Town Council on February 17, 2009. The ordinance was administratively amended on October 30, 2019, and again on November 2, 2022.

Land Use
The proposed final block plat is a resubdivision of Block 8 of the Final Block Plat for Mandarina Blocks 1-2, 4-5 & 8-13, approved by the Mayor and Town Council on November 21, 2023, via adoption of Marana Resolution No. 2023-111. The size of the proposed project is approximately 19.8 acres in gross area. The platted lot area is

approximately 12.8 acres, the Tracts A-J area is approximately 3.3 acres, and the public right-of-way area totals approximately 3.8 acres.

Access and Traffic
Access for the project is provided off Adonis Road via Meridian Way and Houston Boulevard. One mile of new public right-of-way for internal access to parcels located within the overall platted area will be dedicated by this plat.

Utilities
Water and sewer service for all parcels will be provided by Marana Water. TRICO Electric and Southwest Gas will provide the electric and natural gas services.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of Ordinance No. 2009.02, the Mandarina Specific Plan, the Marana Town Code, and the Marana General Plan. The final block plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2024-073, approving the Final Plat for Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J.

Attachments

Resolution No. 2024-073
PRV2308-001- Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2024-073

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR MANDARINA - PHASE 1B - PARCEL D, LOTS 885-998 & TRACTS A-J, GENERALLY LOCATED NORTH OF TANGERINE ROAD AND EAST OF INTERSTATE 10 WITHIN PORTIONS OF SECTION 36, TOWNSHIP 11 SOUTH AND RANGE 11 EAST

WHEREAS, on February 17, 2009, the Mayor and Town Council adopted Ordinance No. 2009.02, approving a rezoning of approximately 342 acres, generally located north of Tangerine Road and east of Interstate 10, from Zones "E" (Transportation Corridor), "C" (Large Lot), and "AG" (Agricultural) to Zone "F" (Specific Plan), creating the Mandarina Specific Plan; and

WHEREAS, on October 30, 2019, Marana Town staff administratively approved an amendment to the Mandarina Specific Plan; and

WHEREAS, on December 1, 2020, the Mayor and Town Council adopted Resolution No. 2020-130, approving the Mandarina development agreement, recorded in the Pima County Recorder's Office at Sequence No. 20203390091; and

WHEREAS, on November 2, 2022, Marana Town staff administratively approved an amendment to the Mandarina Specific Plan; and

WHEREAS, on May 17, 2022, the Mayor and Town Council adopted Resolution No. 2022-047, approving the final block plat for Mandarina Blocks 1-7 and Parcels A, B & C, recorded in the Pima County Recorder's Office at Sequence No. 20231590262; and

WHEREAS, on November 21, 2023, the Mayor and Town Council adopted Resolution 2023-111, approving a final block plat for Mandarina Blocks 1-2, 4-5 & 8-13, recorded in the Pima County Recorder's Office at Sequence No. 20233320095; and

WHEREAS EPS Group, Inc., on behalf of Meritage Homes of Arizona, Inc. has applied for approval of a final plat for Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, being a resubdivision of Block 8 of the final block plat for Mandarina Blocks 1-2, 4-5 & 8-13; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on August 6, 2024, determined that the Final Plat for Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Final Plat for Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FINAL PLAT

Mandarina - Phase 1B - Parcel D, LOTS 885-998 & TRACTS A-J

BEING A RESUBDIVISION OF BLOCK 8 OF MANDARINA BLOCKS 1–2, 4–5 & 8–13, AS RECORDED IN SEQUENCE NUMBER 20233320095, P.C.R., SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 885–998 (114 LOTS)	556,102	12.7655
TRACTS A–J (10 TRACTS)	143,128	3.2859
PRIVATE STREETS	0	0.0000
RIGHT OF WAY	164,234	3.7703
NET AREA	699,230	16.0521
GROSS AREA	863,464	19.8224

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, DRAINAGEWAYS AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. 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. 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 PURPOSES 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.

PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA (TRACT), BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER 20241000024 IN THE OFFICE OF THE RECORDER OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA (TRACT) WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE OF TRUST NO. 202403 AND NOT IN ITS CORPORATE CAPACITY

_____ DATE _____
TRUST OFFICER

ACKNOWLEDGMENT

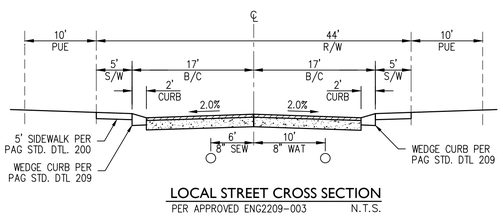
STATE OF ARIZONA }
} SS
COUNTY OF PIMA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2024, BY _____, TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:



LOCAL STREET CROSS SECTION
PER APPROVED ENG2209–003 N.T.S.

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS IN TRACT USE TABLE.

ASSURED WATER SUPPLY

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

BY: _____ _____
MARANA WATER DIRECTOR DATE

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, FROM A BRASS CAP SURVEY MONUMENT STAMPED "LS 31591" LOCATED AT THE SOUTH QUARTER CORNER OF SECTION 36, TO A 2.5 INCH ALUMINUM CAP SURVEY MONUMENT STAMPED "PSOMAS RLS 18557" LOCATED AT THE SOUTHEAST CORNER OF SECTION 36, SAID BEARINGS BEING NORTH 89°44'11" EAST PER FINAL BLOCK PLAT FOR MANDARINA BLOCKS 1–7 AND PARCELS A, B & C, AS RECORDED IN SEQUENCE NO. 20231590262, P.C.R.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM TITLE SECURITY AGENCY LLC 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 _____ _____
TOWN OF MARANA DATE

BENEFICIARY

PURSUANT TO A.R.S. SECTION 33–404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 202403, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

MERITAGE HOMES OF ARIZONA, INC.
5326 N. LA CHOLLA BOULEVARD
TUCSON, ARIZONA 85741

RECORDING

STATE OF ARIZONA }
} SS
COUNTY OF PIMA }

FEE $ _____

SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF EPS GROUP, INC., ON THIS _____ DAY OF _____, 2024, AT __M. IN SEQUENCE NUMBER _____ THEREOF.

GABRIELLA CAZARES–KELLY _____
PIMA COUNTY RECORDER BY DEPUTY

LEGEND

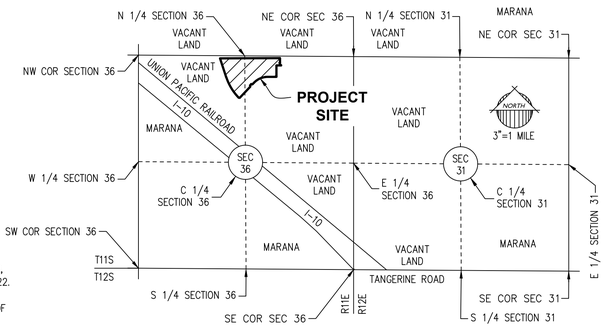
- ◦ FOUND MONUMENT, AS NOTED
- o CORNER OF SUBDIVISION
- R/W RIGHT–OF–WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON–ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
- ✳ DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
- (1) DENOTES STARTING/ENDING LOT SEQUENCE NUMBER
- EASEMENT LINE (SCHEDULE B)
- QUARTER–SECTION LINE
- SEWER EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- LANDSCAPE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- VNAE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- SVT EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- PUE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- FEMA FLOODPRONE LIMITS
- BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- SECTION LINE
- MID–SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

SHEET INDEX

1	COVER SHEET
2	INDEX MAP
3 – 5	PLAT PLAN SHEETS
6	LOT AREA TABLE, LINE DATA TABLE, CURVE DATA TABLE & TRACT USE TABLE

GENERAL NOTES

1. EXISTING ZONING IS SP (SPECIFIC PLAN) ZONE PER TOWN OF MARANA ORDINANCE NO. 2009.02, APPROVED FEBRUARY 17, 2009, AMENDED OCTOBER 30, 2019 AND AMENDED NOVEMBER 2, 2022.
2. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
3. 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.
4. 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.
5. THE LAND USE DESIGNATION OF THIS PROPERTY IS MANDARINA CORRIDOR AND TORTOLITA CORRIDOR PER THE SPECIFIC PLAN LAND USE CONCEPT MAP.
6. 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.
7. 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.
8. 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.
9. TOTAL MILES OF NEW PUBLIC STREETS IS 0.7.
10. 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. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.
11. THE TOTAL NUMBER OF LOTS IS 114. THE MAXIMUM ALLOWABLE RESIDENTIAL UNITS FOR THE PROJECT SHALL NOT EXCEED 2,500.
12. THE TOTAL NUMBER OF TRACTS IS 10.
13. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. SUBDIVISION AREAS:
RESIDENTIAL DEVELOPMENT AREA (114 LOTS) = 12.7655 ACRES (556,102 S.F.) NET DENSITY = 8.9303
TRACTS (10 TRACTS) = 3.2859 ACRES (143,128 S.F.)
15. GROSS AREA OF THIS SUBDIVISION IS 19.8224 ACRES (863,464 S.F.). THE AREA OF ALL DEDICATED RIGHTS OF WAYS IS 3.2859 ACRES (143,128 S.F.). THE NET AREA OF THE PROPERTY IS 16.0521 ACRES (699,230 S.F.).
16. THE MINIMUM LOT SIZE IS 4,056 SF (LOT 962)
THE MAXIMUM LOT SIZE IS 8,529 SF (LOT 906)
THE AVERAGE LOT SIZE IS 4,878 SF
THE MAXIMUM BUILDING HEIGHT IS 45'.
THE MINIMUM LOT SIZE FOR SINGLE FAMILY DETACHED IS 3,500 SF.
THE MAXIMUM LOT COVERAGE IS 85% FOR SINGLE FAMILY ATTACHED AND 80% FOR FOR SINGLE FAMILY DETACHED.
17. THE MINIMUM BUILDING SETBACKS ARE ARTERIAL STREET SINGLE FAMILY DETACHED: 20' & ARTERIAL STREET SINGLE FAMILY ATTACHED: 30; STRUCTURE: 10'; STREET FACING GARAGE FACE: 20'; NON STREET FACING GARAGE FACE: 10'; REAR SINGLE FAMILY DETACHED: 10' & REAR SINGLE FAMILY ATTACHED: 5'; SIDE 5'; BUILDING SEPARATION: 10' AND ACCESSORY BUILDING 5'.
18. NOTWITHSTANDING THE FOREGOING, MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, (COLLECTIVELY WITH ANY SUCCESSORS OR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNER"), HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48–701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED PURSUANT TO A DEVELOPMENT AGREEMENT AMONG SUCH DISTRICT, THE OWNER AND THE TOWN OF MARANA, ARIZONA. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH AGREEMENT AND JUNE 30, 2030.
19. LOMR CASE #22–09–1156P WAS ACCEPTED BY FEMA WITH REVISED MAPS BEING EFFECTIVE ON FEBRUARY 16, 2024, PLACING THIS FULL PLAT WITHIN ZONE X. MARANA TOWN CODE 17–15–10 (E)(3) SHALL BE CONSIDERED NO LONGER APPLICABLE TO THIS DEVELOPMENT.
20. 44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209–003. SEE APPROVED CROSS SECTION BY TOWN ON THIS SHEET.



VICINITY MAP

SCALE: 3"=1 MILE

SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

OWNER

MERITAGE HOMES OF ARIZONA, INC.
5326 N. LA CHOLLA BOULEVARD
TUCSON, AZ 85741
TEL: (520) 225–6845
CONTACT: SCOTT KOLT

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: BRIAN NICHOLLS, P.E.

TOWN OF MARANA CERTIFICATION

I, DAVID UDALL, 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 _____, 2024.

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING MANAGER DATE

BY: _____ _____
MARANA WATER DIRECTOR DATE

SURVEYOR CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY_____ 5–13–24
ROBERT A. JOHNSTON, RLS 37495 DATE
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503–2250
FAX: (480) 503–2258

REGISTERED LAND SURVEYOR CERTIFICATE NO. 37495 ROBERT A. JOHNSTON Date Signed 5–13–24 Not to be Copied

DATE OF PREPARATION: 11/21/22 (REVISED 8/07/23, 11/14/23, 1/30/24, 3/20/24 & 5/13/24)

NOTE:
A.R.S. 32–151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS AS SHOWN ON THIS PLAT WERE PREPARED UNDER MY DIRECTION.

BY_____ 5–13–24
BRIAN NICHOLLS DATE
PE 54652

Registered Professional Engineer (Civil) CERTIFICATE NO. 54652 BRIAN NICHOLLS Date Signed 5–13–24 Not to be Copied

EXPIRES 06/30/25

PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

PRV2211-002
PRV2210-001

ADMINISTRATIVE ADDRESS

12350 N. ADONIS ROAD,
MARANA, ARIZONA 85658

Final Plat for
Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J
BEING A RESUBDIVISION OF BLOCK 8 OF MANDARINA BLOCKS 1-2, 4-5 & 8-13, AS RECORDED IN SEQUENCE NUMBER 20233320095, P.C.R.
Being a portion of Section 36, T11S, R11E, G&SRM
Town of Marana, Pima County, Arizona

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

Job No. 20-0522
FP01
Sheet No. 1 of 6

Sequence Number:

tprotonentis May 13, 2024 10:34am S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Phase 1B\20-0522 Plat – 1B.2.dwg

NW COR SECTION 36
3-1/2" AC
"PSOMAS 26|25-
35|36 RLS 18557"

N 1/4 SECTION 36
1-1/2" LC ON PIPE
UNREADABLE

N89°48'10"E 2646.92'

N89°47'09"E 2646.58'

S89°55'16"W 2521.96'

NE COR SEC 36
CALCULATED POSITION

N 1/4 SECTION 31
CALCULATED POSITION

N89°47'29"E 639.04'

N89°47'15"E 843.82'

L1

S29°30'45"E (RADIAL)

S00°12'45"E 112.66'

S0°12'45"E (RADIAL)

N0°12'45"W (RADIAL)

C3

L2

C4

S89°47'15"W 115.68'

S80°34'50"W (RADIAL)

W. GALVESTON ROAD
(PUBLIC STREET)

TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

TRACT G

TRACT H

TRACT J

TRACT I

968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998

906 905 904 903 902 901 900 899 898 897 896 895 894 893 892 891 890 889 888 887 886 885

907 908 909 910 911 912 913 914 915 916 917 918

927 926 925 924 923 922 921 920 919

928 929 930 931 932 933 934 935 936 937 938

946 945 944 943 942 941 940 939

954 953 952 951 950 949 948 947

955 956 957 958 959 960 961

967 966 965 964 963 962

SHEET 3

SHEET 4

SHEET 5

W. ADONIS ROAD

N0°18'55"W 494.35'

W Adonis Rd
(EXISTING PUBLIC STREET)
SEQ 20193400150

N. FIRE BRAND STREET
(PUBLIC STREET)

N. WILDCREST DRIVE
(PUBLIC STREET)

N. TRELLIS DRIVE
(PUBLIC STREET)

N. STONE CUTTER DRIVE
(PUBLIC STREET)

W. KINCAID WAY
(PUBLIC STREET)

W. LAS SENDAS WAY
(PUBLIC STREET)

N. MERIDIAN WAY
(PUBLIC STREET)

S00°12'45"E 281.50'

S89°47'15"W 219.18'

C5

L3

L4

C6

C1

C2

S43°20'45"W 348.25'

POINT OF BEGINNING

N0°21'36"W 2645.03'

N0°10'49"W 2640.59'

N0°16'19"W 2631.77'

N0°18'43"W 5287.09'
2642.42'

N0°15'40"W 4291.59'

DIMENSION NOTE

PLEASE REFER TO SHEET 6 FOR LINE DATA AND CURVE DATA TABLES.

LEGEND

- ∘ FOUND MONUMENT, AS NOTED
- O CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
- ✳ DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
- Ⓘ DENOTES STARTING/ENDING LOT SEQUENCE NUMBER

EASEMENT LINE (SCHEDULE B)

QUARTER-SECTION LINE

SEWER EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

LANDSCAPE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

VNAE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

SVT EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

PUE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT

FEMA FLOODPRONE LIMITS

BOUNDARY LINE

PARCEL LINE

LOT LINE

SECTION LINE

MID-SECTION LINE

CENTER LINE ROAD

EXISTING R/W

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.

COMMON AREA (TRACT) DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS (TRACTS) IN TRACT USE TABLE.

LOCAL STREET RIGHT OF WAY NOTE

44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

W 1/4 COR SECTION 36
POSITION DETERMINED
USING PIMA COUNTY
REFERENCE TIES

S89°44'46"W 5285.20'
2644.70'

C 1/4 SECTION 36
CALCULATED POSITION

2640.50'

E 1/4 COR SECTION 36
1/2" IP

N89°43'16"E 2526.17'

C 1/4 SECTION 31
CALCULATED POSITION

N0°16'46"W 1319.63'

N0°21'45"W 2645.01'

N0°26'18"W 2644.23'

N0°15'44"W 1319.61'

2440.84'
N89°44'20"E 2642.36'

2644.67'

201.52'

N89°44'11"E 2646.34'
(BASIS OF BEARINGS)
W. TANGERINE ROAD

N89°36'28"E 2518.45'

SW COR. SEC. 36
FND. BCSM IN HANDWELL
MKD. "TOWN OF MARANA"

W Tangerine Rd
(EXISTING PUBLIC STREET)
DKT 11487, PG 2029

POINT OF COMMENCEMENT
S 1/4 COR. SEC. 36
FND. 4" BCSM MKD.
"RLS 31591" 0.4' BELOW NG

SE COR. SEC. 36
FND. 3" AC MKD.
"PSOMAS T11S
R12S RLS 18657"

S 1/4 SECTION 31
CALCULATED POSITION

KEY MAP
1"=80'

NORTH

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

EPS GROUP
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Mesa, AZ 85201
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w w w . e p s g r o u p i n c . c o m

Project: Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Sequence Number:

Revisions:

Designer: RAJ
Drawn by: TJP

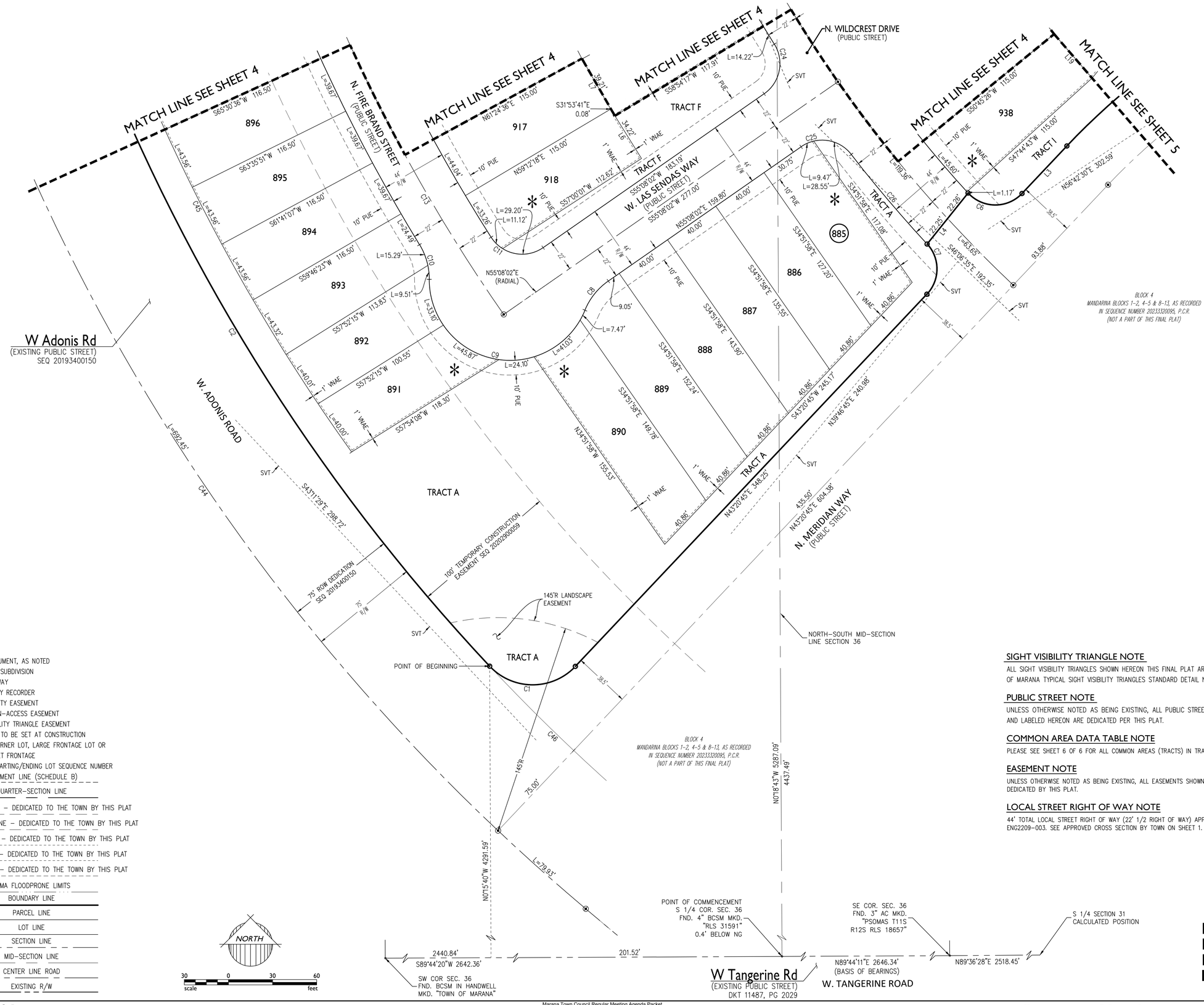
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date signed 5-31-24

Job No.
20-0522

FP02

Sheet No.
2
of 6

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LEGEND

- ◦ FOUND MONUMENT, AS NOTED
- ○ CORNER OF SUBDIVISION
- R/W RIGHT–OF–WAY
- P.C.R. PIMA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
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- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
- ✳ DENOTES CORNER LOT, LARGE FRONTAGE LOT OR MULTI STREET FRONTAGE
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- EASEMENT LINE (SCHEDULE B)
- QUARTER–SECTION LINE
- SEWER EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
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- PUE EASEMENT LINE – DEDICATED TO THE TOWN BY THIS PLAT
- FEMA FLOODPRONE LIMITS
- BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- SECTION LINE
- MID–SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W

SIGHT VISIBILITY TRIANGLE NOTE

ALL SIGHT VISIBILITY TRIANGLES SHOWN HEREON THIS FINAL PLAT ARE PER TOWN OF MARANA TYPICAL SIGHT VISIBILITY TRIANGLES STANDARD DETAIL NO. 190–3.

PUBLIC STREET NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL PUBLIC STREETS SHOWN AND LABELED HEREON ARE DEDICATED PER THIS PLAT.

COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS (TRACTS) IN TRACT USE TABLE.

EASEMENT NOTE

UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

LOCAL STREET RIGHT OF WAY NOTE

44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209–003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON JR.
Date Signed 5-13-24
ARIZONA U.S.A.

Job No.
20-0522

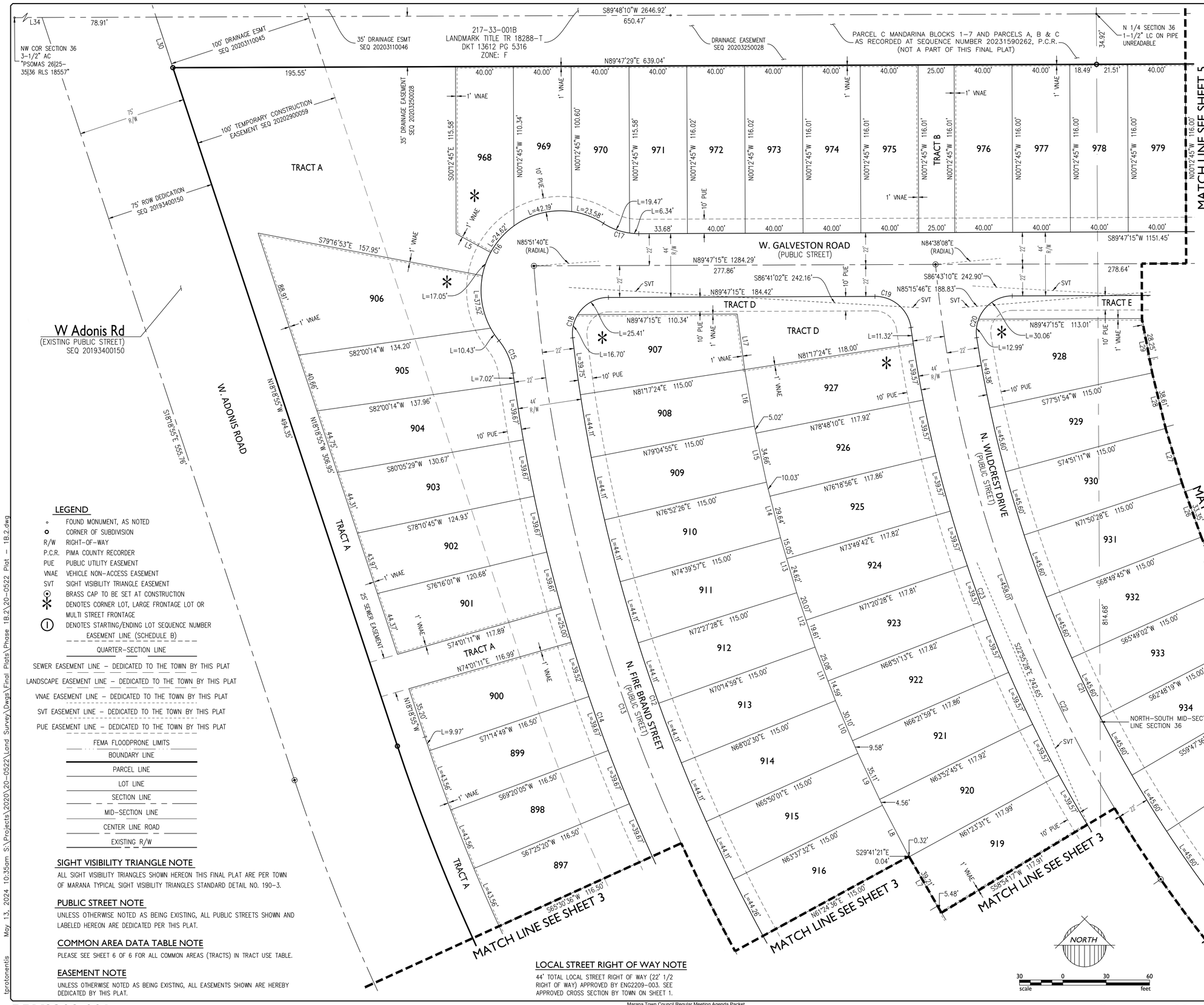
FP03

Sheet No.
3
of 6

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

Sequence Number:

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LEGEND

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COMMON AREA DATA TABLE NOTE

PLEASE SEE SHEET 6 OF 6 FOR ALL COMMON AREAS (TRACTS) IN TRACT USE TABLE.

EASEMENT NOTE

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LOCAL STREET RIGHT OF WAY NOTE

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w w w . e p s g r o u p i n c . c o m

Project: Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, Being a portion of Section 36, T11S, R11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Sequence Number:

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 5-13-24

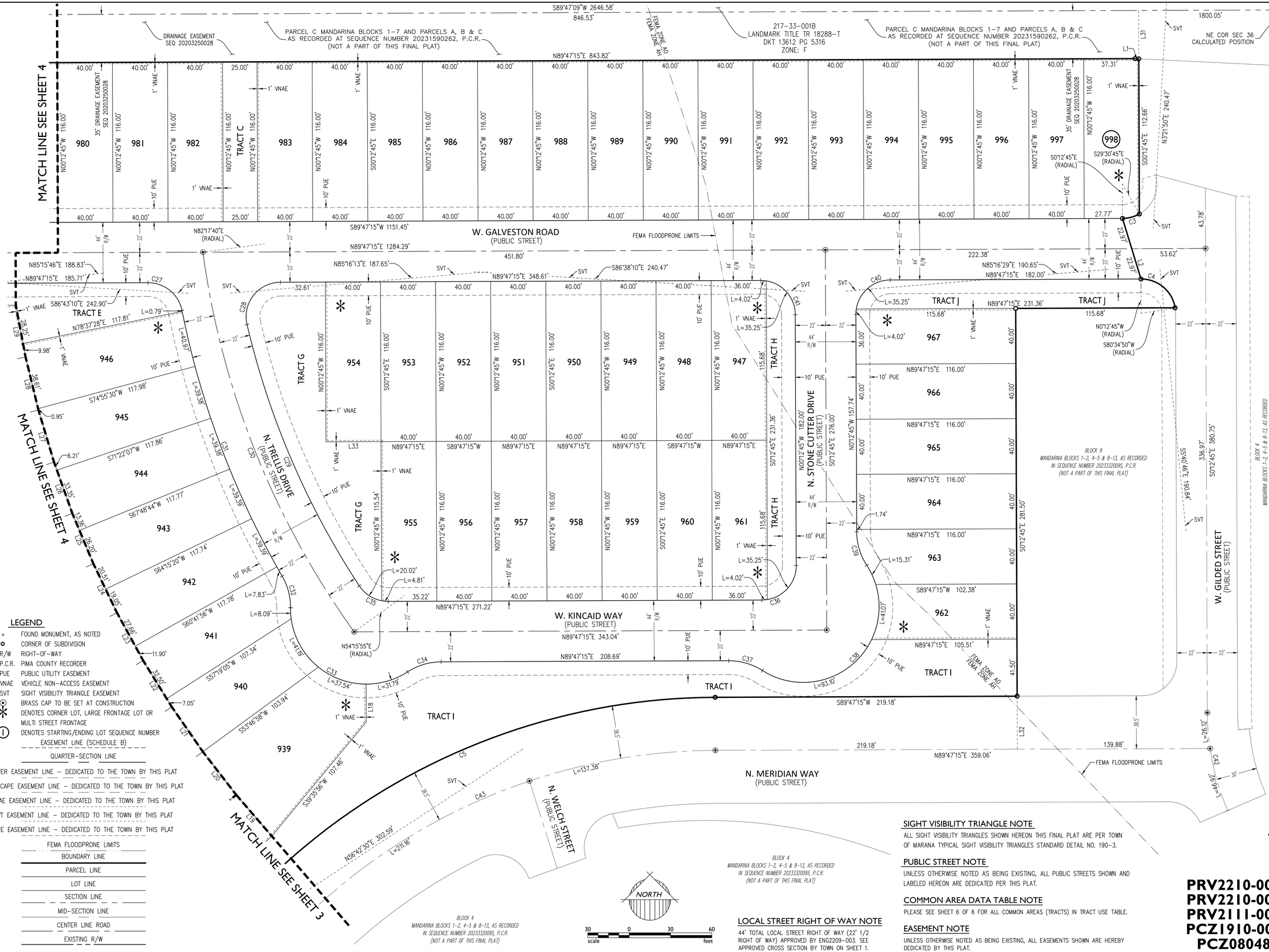
Job No.
20-0522

FP04

Sheet No.
4
of 6

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

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LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- R/W RIGHT-OF-WAY
- P.C.R. PIMA COUNTY RECORDER
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COMMON AREA DATA TABLE NOTE
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EASEMENT NOTE
UNLESS OTHERWISE NOTED AS BEING EXISTING, ALL EASEMENTS SHOWN ARE HEREBY DEDICATED BY THIS PLAT.

LOCAL STREET RIGHT OF WAY NOTE
44' TOTAL LOCAL STREET RIGHT OF WAY (22' 1/2 RIGHT OF WAY) APPROVED BY ENG2209-003. SEE APPROVED CROSS SECTION BY TOWN ON SHEET 1.

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

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FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR CERTIFICATE NO. 37495 ROBERT A. JOHNSTON
Date Signed 5-13-24

Job No. 20-0522
FP05
Sheet No. 5 of 6

Sequence Number: _____

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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	65.28'	40.00'	93°30'09"	58.27'	S89°54'11"E
C2	574.36'	1325.00'	24°50'11"	569.87'	N30°44'01"W
C3	12.78'	25.00'	29°18'00"	12.65'	S75°08'15"W
C4	35.25'	25.00'	80°47'35"	32.40'	S49°48'57"E
C5	379.75'	468.50'	46°26'30"	369.44'	S66°34'00"W
C6	41.16'	25.00'	94°19'21"	36.66'	N89°29'34"W
C7	37.57'	25.00'	86°06'45"	34.14'	N00°17'22"E
C8	25.81'	45.00'	32°51'36"	25.46'	N38°42'14"E
C9	151.57'	55.00'	157°53'44"	107.96'	S78°46'42"E
C10	24.80'	45.00'	31°34'39"	24.49'	N15°37'09"W
C11	40.32'	25.00'	92°24'22"	36.09'	S78°39'47"E
C12	514.17'	1144.50'	25°44'24"	509.85'	S19°35'24"E
C13	625.59'	1166.50'	30°43'38"	618.12'	S19°30'09"E
C14	492.65'	1188.50'	23°45'00"	489.13'	S19°31'58"E
C15	24.80'	45.00'	31°34'39"	24.49'	S23°26'48"E
C16	155.40'	55.00'	161°52'57"	108.63'	S41°42'22"W
C17	25.81'	45.00'	32°51'36"	25.46'	S73°46'57"E
C18	42.11'	25.00'	96°30'27"	37.31'	S41°32'02"W
C19	35.87'	25.00'	82°12'50"	32.87'	S49°06'20"E
C20	43.05'	25.00'	98°39'41"	37.92'	S40°27'25"W
C21	506.58'	867.50'	33°27'28"	499.41'	S25°36'10"E
C22	641.01'	889.50'	41°17'23"	627.23'	S26°00'33"E
C23	381.66'	911.50'	23°59'27"	378.88'	S19°59'39"E
C24	38.01'	25.00'	87°07'24"	34.46'	S11°34'20"W
C25	38.02'	25.00'	87°08'08"	34.46'	N81°17'54"W
C26	79.91'	909.10'	5°02'10"	79.88'	S40°14'55"E
C27	34.43'	25.00'	78°54'30"	31.77'	S50°45'30"E
C28	44.93'	25.00'	102°57'54"	39.12'	N38°18'18"E
C29	207.58'	590.50'	20°08'29"	206.51'	N23°14'54"W
C30	299.64'	612.50'	28°01'45"	296.66'	S21°43'13"E
C31	207.13'	634.50'	18°42'15"	206.21'	S20°39'23"E
C32	23.95'	45.00'	30°29'46"	23.67'	S14°45'37"E
C33	118.61'	55.00'	123°33'36"	96.93'	S61°17'32"E
C34	25.81'	45.00'	32°51'36"	25.46'	N73°21'27"E
C35	24.82'	25.00'	56°53'37"	23.82'	S61°45'57"E
C36	39.27'	25.00'	90°00'00"	35.36'	N44°47'15"E
C37	25.81'	45.00'	32°51'36"	25.46'	S73°46'57"E
C38	149.48'	55.00'	155°43'11"	107.54'	N44°47'15"E
C39	25.81'	45.00'	32°51'36"	25.46'	N16°38'33"W
C40	39.27'	25.00'	90°00'00"	35.36'	S44°47'15"W
C41	39.27'	25.00'	90°00'00"	35.36'	N45°12'45"W
C42	73.04'	181.00'	23°07'16"	72.55'	S11°46'23"E
C43	348.54'	430.00'	46°26'30"	339.08'	S66°34'00"W
C44	772.38'	1400.00'	31°36'36"	762.62'	S34°07'13"E
C45	394.63'	1305.00'	17°19'35"	393.13'	S26°58'42"E
C46	80.99'	1325.00'	3°30'08"	80.98'	S44°54'11"E

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
885	4,916	0.1128
886	5,255	0.1206
887	5,589	0.1283
888	5,923	0.1360
889	6,141	0.1410
890	6,004	0.1378
891	4,238	0.0973
892	4,209	0.0966
893	4,809	0.1104
894	4,848	0.1113
895	4,848	0.1113
896	4,848	0.1113
897	4,848	0.1113
898	4,848	0.1113
899	4,848	0.1113
900	4,938	0.1134
901	4,998	0.1147
902	5,118	0.1175
903	5,337	0.1225
904	5,623	0.1291
905	5,531	0.1270
906	8,529	0.1958
907	5,416	0.1243
908	4,823	0.1107
909	4,823	0.1107
910	4,823	0.1107
911	4,823	0.1107
912	4,823	0.1107
913	4,823	0.1107
914	4,823	0.1107
915	4,823	0.1107
916	4,839	0.1111
917	4,816	0.1105
918	4,807	0.1104
919	4,966	0.1140
920	4,966	0.1140
921	4,966	0.1140
922	4,966	0.1140
923	4,965	0.1140
924	4,965	0.1140
925	4,965	0.1140
926	4,966	0.1140
927	4,966	0.1140
928	5,772	0.1325
929	4,904	0.1126
930	4,904	0.1126
931	4,904	0.1126
932	4,904	0.1126
933	4,904	0.1126
934	4,904	0.1126
935	4,904	0.1126
936	4,904	0.1126
937	4,904	0.1126
938	4,904	0.1126
939	7,344	0.1686
940	4,481	0.1029
941	4,711	0.1082

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
942	5,071	0.1164
943	5,071	0.1164
944	5,071	0.1164
945	5,072	0.1164
946	5,276	0.1211
947	4,640	0.1065
948	4,640	0.1065
949	4,640	0.1065
950	4,640	0.1065
951	4,640	0.1065
952	4,640	0.1065
953	4,640	0.1065
954	4,640	0.1065
955	4,639	0.1065
956	4,640	0.1065
957	4,640	0.1065
958	4,640	0.1065
959	4,640	0.1065
960	4,640	0.1065
961	4,640	0.1065
962	4,056	0.0931
963	4,434	0.1018
964	4,640	0.1065
965	4,640	0.1065
966	4,640	0.1065
967	4,640	0.1065
968	4,819	0.1106
969	4,108	0.0943
970	4,318	0.0991
971	4,640	0.1065
972	4,641	0.1065
973	4,641	0.1065
974	4,640	0.1065
975	4,640	0.1065
976	4,640	0.1065
977	4,640	0.1065
978	4,640	0.1065
979	4,640	0.1065
980	4,640	0.1065
981	4,640	0.1065
982	4,640	0.1065
983	4,640	0.1065
984	4,640	0.1065
985	4,640	0.1065
986	4,640	0.1065
987	4,640	0.1065
988	4,640	0.1065
989	4,640	0.1065
990	4,640	0.1065
991	4,640	0.1065
992	4,640	0.1065
993	4,640	0.1065
994	4,640	0.1065
995	4,640	0.1065
996	4,640	0.1065
997	4,640	0.1065
998	4,627	0.1062

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°13'05"E	2.69'
L2	S16°57'11"E	45.95'
L3	S43°20'45"W	44.48'
L4	S38°44'02"W	44.51'
L5	S61°30'59"E	27.15'
L6	N31°53'41"W	39.62'
L7	S29°41'21"E	39.54'
L8	S27°28'52"E	39.76'
L9	S25°16'14"E	35.11'
L10	S23°03'45"E	30.10'
L11	S20°51'16"E	25.08'
L12	S18°38'47"E	20.07'
L13	S16°26'18"E	24.62'
L14	S14°13'48"E	29.64'
L15	S12°01'19"E	34.66'
L16	S09°48'50"E	39.67'
L17	S07°37'55"E	38.74'
L18	S00°02'31"W	27.51'
L19	N40°44'55"W	39.55'
L20	N37°44'12"W	39.55'
L21	S34°43'29"E	39.55'
L22	N31°42'46"W	32.50'
L23	N28°42'03"W	39.55'
L24	N25°41'20"W	20.51'
L25	N22°40'37"W	26.20'
L26	N19°39'54"W	33.35'
L27	N16°39'11"W	39.55'
L28	N13°38'28"W	38.61'
L29	N10°40'48"W	28.25'
L30	N18°18'55"W	36.87'
L31	N00°12'51"W	35.08'
L32	S00°12'45"E	38.50'
L33	S89°47'15"W	40.00'
L34	S89°48'10"W	1917.54'

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE, OPEN SPACE, DRAINAGE, ** TEMPORARY CONSTRUCTION EASEMENT, SEWER EASEMENT, LANDSCAPE EASEMENT, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	75,877	1.7419
B	LANDSCAPE, OPEN SPACE, DRAINAGE & ** PUBLIC UTILITY EASEMENT	2,900	0.0666
C	LANDSCAPE, OPEN SPACE, DRAINAGE & ** PUBLIC UTILITY EASEMENT	2,900	0.0666
D	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	6,062	0.1392
E	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	5,474	0.1257
F	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	6,219	0.1428
G	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	10,332	0.2372
H	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	4,605	0.1057
I	LANDSCAPE, OPEN SPACE, DRAINAGE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	24,155	0.5545
J	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	4,605	0.1057

NOTES

1. COMMON AREAS (TRACTS) MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON SHEETS 3 THROUGH 5.

** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA (TRACT).

EPS GROUP
1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project: Mandarina - Phase 1B - Parcel D, Lots 885-998 & Tracts A-J, Being a portion of Section 36, T11S, R.11E, G&SRM, Town of Marana, Pima County, Arizona

FINAL PLAT

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON
Date Signed
5-13-24

Job No.
20-0522

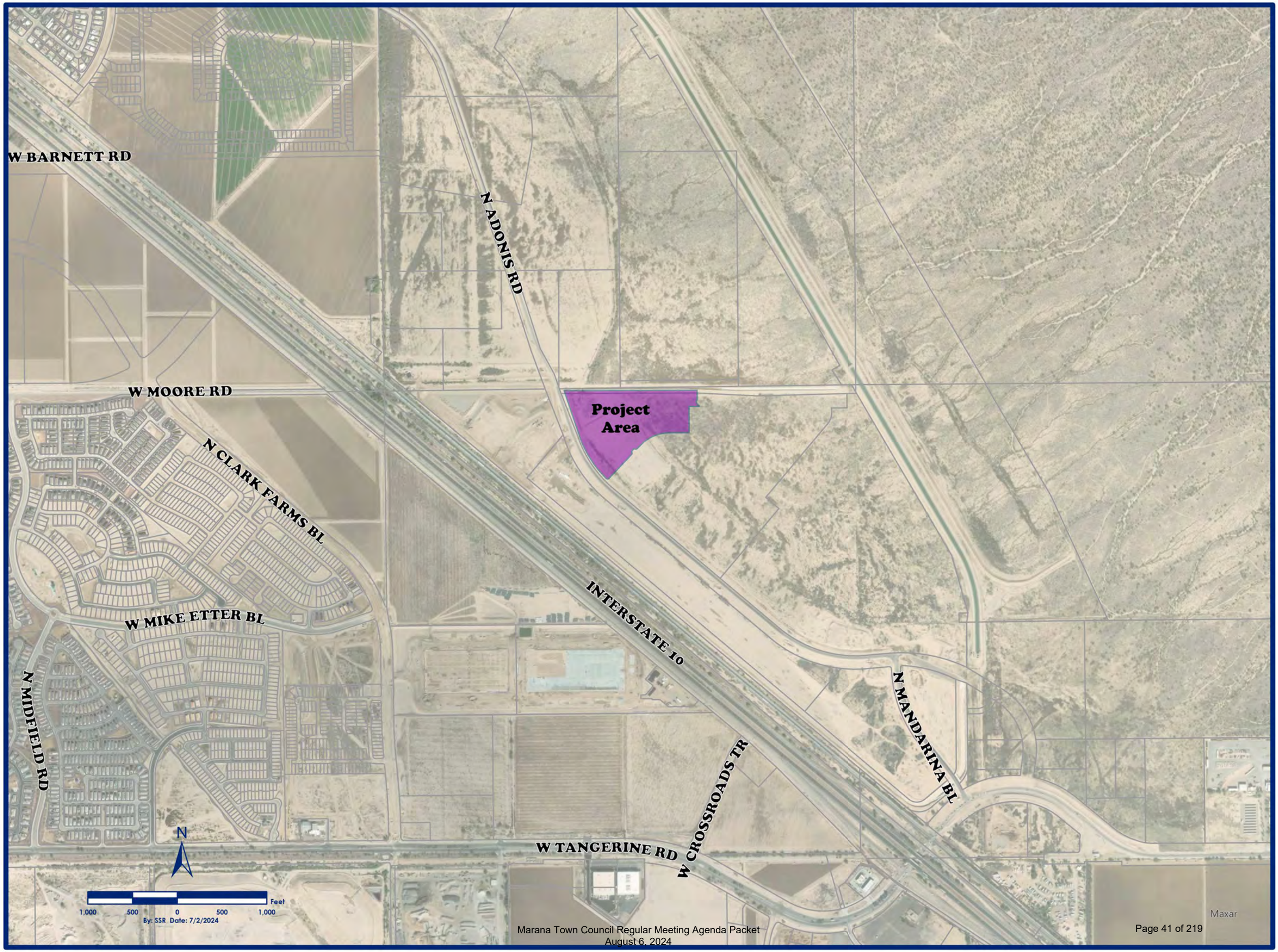
FP06

Sheet No.
6
of 6

PRV2210-001
PRV2210-003
PRV2111-004
PCZ1910-001
PCZ08048

Sequence Number:

tprotonentis May 13, 2024 10:36am S:\Projects\2020\20-0522\Land Survey\Dwgs\Final Plats\Phase 1B.2\20-0522 Plat - 1B.2.dwg


W BARNETT RD
N ADONIS RD
W MOORE RD
Project Area
N CLARK FARMS BL
W MIKE ETTER BL
INTERSTATE 10
N MIDFIELD RD
N MANDARINA BL
W CROSSROADS TR
W TANGERINE RD
N
Feet
1,000 500 0 500 1,000
By: SSR Date: 7/2/2024
Maxar

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

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
❑ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
☒ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Mandarina Phase 1B - Parcel D			
Description of Project: Mandarina Phase 1B - Parcel D Final Plat			Number of Lots: 114
Parcel No.(s): 21755011D, 21755011G, 21755011H			Gross Area (Acres): 19.82
Project Address: Northwest of Adonis Road and Mandarina Road			
Ref. Project No.: DRA2302-001			

CONTACT INFORMATION

Owner: Mandarina Holdings LLC	Contact Name: Hudd Hassell		
Address: 1635 N Greenfield Road, #115	City: Mesa	State: AZ	Zip: 85205
Email: hudd@belaflor.com	Phone No.: (602) 525-0000		
Applicant: EPS Group, Inc.	Contact Name: Meikle Garrett		
Address: 1130 N Alma School Road, #120	City: Mesa	State: AZ	Zip: 85201
Email: meikle.garrett@epsgroupinc.com	Phone No.: (480) 355-0628		
Consultant/Engineer: EPS Group, Inc.	Contact Name: Brian Nicholls		
Address: 1130 N Alma School Road, # 120	City: Mesa	State: AZ	Zip: 85201
Email: brian.nicholls@epsgroupinc.com	Phone No.: (480) 355-1537		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information 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.)

G. Meikle Garrett		8/24/2023
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C5**

Meeting Date: 08/06/2024

To: Mayor and Council

From: David L. Udall, Town Clerk/Assistant Town Attorney

Date: August 6, 2024

Subject: Approval of Regular Town Council Meeting Summary Minutes of June 18, 2024, approval of Special Town Council Meeting Summary Minutes of June 18, 2024, and approval of Special Town Council Meeting Summary Minutes of June 25, 2024 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 06/18/2024
Special Council Meeting Summary Minutes, 06/18/2024
Special Council Meeting Summary Minutes, 06/25/2024

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 18, 2024, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, 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 Town Clerk to call the roll. All Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Ziegler moved to approve the agenda as presented. Council Member Officer seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Ziegler and **Mayor Honea** complemented the beam-signing event for the Community Center and Aquatics Facility that took place earlier in the day.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said the Town has issued 63 single-family residential permits so far in June. Last June, there were 80 total permits issued. He shared that he and the Mayor had a behind-the-scenes tour of the CalPortland segment of the Shared Use Path construction project and said the construction was progressing. He also reminded the Council that there would be a Study Session on June 25, 2024, regarding the Town's Facilities Master Plan. He said that would be the last Town Council meeting until August. He reminded the Council about the Town's upcoming Star-Spangled Spectacular July 4th event.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2024-059: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2024-2025 (Laine McDonald)

C2 Resolution No. 2024-060: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2024, through June 30, 2025 (Jeffrey Pridgett)

C3 Resolution No. 2024-061: Relating to Real Estate; accepting the offer of just compensation from Pima County for an additional easement needed for the Continental Ranch Regional Pump Station Force Main Augmentation Project and authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents (George Cardieri)

C4 Resolution No. 2024-062: Relating to Water; approving and authorizing the Water Director to sign a joint funding agreement with the U.S. Department of the Interior U.S. Geological Survey for water resources investigations in the Tucson Active Management Area from July 1, 2024, through June 30, 2028 (Asia Philbin)

C5 Resolution No. 2024-066: Relating to Public Works; approving and authorizing the Mayor to execute Amendment No. One to the Intergovernmental Agreement between the State of Arizona and the Town of Marana for design, construction, and installation of

a traffic signal at the intersection of Dove Mountain Boulevard and Moore Road (Fausto Burruel)

C6 Relating to Procurement; approving a change order to the contract with Psomas, Inc. in the amount of $381,786.75 for the Tangerine Road Widening Phase 2A Project (ST098); authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

C7 Approval of Regular Council Meeting Summary Minutes of June 4, 2024 (David L. Udall)

Council Member Kai moved to approve the consent agenda. Council Member Ziegler seconded the motion. Motion passed, 7-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Brian Casey Platt on behalf of The Pasta Shop, located at 3951 West Ina Road Suite 155, Tucson, Arizona, 85741 (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall informed the Council that Town staff reviewed the liquor license application and that it had been posted for the required 20-day notice period. He said staff recommended an order recommending approval be submitted to the Arizona Department of Liquor Licenses and Control.

Council Member Comerford moved to submit to the Arizona Department of Liquor Licenses and Control an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Brian Casey Platt on behalf of The Pasta Shop, located at 3951 West Ina Road Suite 155, Tucson, Arizona, 85741. Vice Mayor Post seconded the motion. Motion passed, 7-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2024.014: Relating to Land Development; adopting revisions to Marana Town Code ("MTC") Title 17 - Land Development; revising MTC Section 17-4-2 (Use matrix) to add 'Single-family attached' as a residential land use and establish an allowance status for each of the zoning categories; revising MTC Section 17-4-2 (Use matrix) to revise the allowance status of the

Duplex and Townhouse residential uses in the Neighborhood Commercial (NC) and Village Commercial (VC) zoning districts; revising MTC Section 17-4-3 (Use conditions matrix) to add appropriate conditions to the development of 'Single-family attached', Duplex, and Townhouse residential uses in the Neighborhood Commercial (NC) and Village Commercial (VC) zoning districts consisting of the requirement for compliance with the development standards for the R-3 (residential) zone; revising MTC Section 17-4-7 (Commercial zoning districts) to clarify that no minimum lot size requirement shall apply within the Neighborhood Commercial (NC) and the Village Commercial (VC) zoning districts; revising MTC Section 17-5-3 (Subdivision requirements), subsection 17-5-3.B.15, to clarify that the requirement to underground utilities includes all new and existing utilities within or contiguous to the subdivision; and, revising MTC Section 17-5-3 (Subdivision requirements), subsection 17-5-3.C.3.a, to add an option to the general requirement for lot access to a street as, 'An access easement providing ingress and egress to a parcel over another parcel through an area dedicated for such perpetual use'; and designating an effective date (Brian D. Varney)

Resolution No. 2024-063: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendment adopted by Ordinance No. 2024.014, revisions to Marana Town Code ("MTC") Title 17 - Land Development; revising MTC Section 17-4-2 (Use matrix) to add 'Single-family attached' as a residential land use and establish an allowance status for each of the zoning categories; revising MTC Section 17-4-2 (Use matrix) to revise the allowance status of the Duplex and Townhouse residential uses in the Neighborhood Commercial (NC) and Village Commercial (VC) zoning districts; revising MTC Section 17-4-3 (Use conditions matrix) to add appropriate conditions to the development of 'Single-family attached', Duplex, and Townhouse residential uses in the Neighborhood Commercial (NC) and Village Commercial (VC) zoning districts consisting of the requirement for compliance with the development standards for the R-3 (residential) zone; revising MTC Section 17-4-7 (Commercial zoning districts) to clarify that no minimum lot size requirement shall apply within the Neighborhood Commercial (NC) and the Village Commercial (VC) zoning districts; revising MTC Section 17-5-3 (Subdivision requirements), subsection 17-5-3.B.15, to clarify that the requirement to underground utilities includes all new and existing utilities within or contiguous to the subdivision; and, revising MTC Section 17-5-3 (Subdivision requirements), subsection 17-5-3.C.3.a, to add an option to the general requirement for lot access to a street as, 'An access easement providing ingress and egress to a parcel over another parcel through an area dedicated for such perpetual use' (Brian D. Varney)

Mayor Honea opened the public hearing at 6:10 PM

Senior Planner Brian Varney presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. He said Town staff is proposing amendments to Title 17 of the Marana Town Code as follows:

- Adding a land use allowing for single-family attached uses and revising the zoning use matrix accordingly

- Updates to the use conditions matrix allowing single-family attached, duplex, and townhouse uses to be allowed in Neighborhood Commercial and Village Commercial zones subject to the development standards for the R-3 zone

- Revisions to the Commercial zoning districts clarifying that no minimum lot sizes are required in the Neighborhood Commercial and Village Commercial zones

- Revisions to the subdivision requirements clarifying when the undergrounding of utilities is required and revisions to the subdivision requirements related to access easements

Mr. Varney said the Planning Commission unanimously recommended approval of these amendments. For more information regarding the amendments, please see the presentation slides.

Mayor Honea closed the public hearing at 6:15 PM.

Council Member Craig moved to adopt Ordinance No. 2024.014 and Resolution No. 2024-063. Council Member Comerford seconded the motion. Motion passed, 7-0.

A2 Resolution No. 2024-064: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign the Third Amendment to the Master Development Lease Agreement for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (David L. Udall)

Mr. Udall presented on this item. A copy of the map of the lease area is on file with the Town Clerk's Office. **Mr. Udall** said the Town and Pima Aviation were parties to the Master Development Lease Agreement that covers almost 61 acres of land on the west side of the Airport, as depicted in black hatching on the lease area map. He said the lease agreement was entered into on June 1, 1999, and that it expired on May 31, 2024.

Mr. Udall informed the Council that Town staff and Pima Aviation are in the process of negotiating the terms of a new lease or some other resolution regarding the leased property. He said that, if approved, the proposed amendment to the Master Development

Lease Agreement would retroactively extend the lease from June 1, 2024, through August 31, 2024, in order to give the parties time to conduct due diligence and negotiate various options. He said the proposed amendment also updates the notice provisions in the original lease, which were out of date.

Council Member Ziegler moved to adopt Resolution No. 2024-064. Council Member Officer seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Rozema said the state Legislature adjourned *sine die* on Saturday, June 15, 2024, after passing a $16.1 billion budget.

Mayor Honea said the water bill allowing the conversion of agricultural water to municipal use was on the governor's desk. He said he was not sure if she would sign it because the Legislature may hold a special session devoted to water and this may be tabled until that time as a result.

D2 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2024-2025 final budget (Yiannis Kalaitzidis)

Mayor Honea opened the public hearing at 6:23 PM.

Finance Director Yiannis Kalaitzidis presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Kalaitzidis** explained the budget timeline and thanked all who contributed to the budget process. He said this is the largest budget in the Town's history at $473.7 million and reminded the Council that this budget includes several capital improvement projects. He said there have been no changes to the amounts included in the tentative budget adopted by the Council on May 21, 2024. For additional information, including relevant tables and charts, please see the presentation slides.

Council Member Ziegler thanked Town staff for including funds for the Saguaro Bloom park and requested that staff revisit the Town's policy of giving employees at the top of their salary range a one-time payment.

Mayor Honea closed the public hearing at 6:29 PM.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

Mayor Honea asked for future agenda items. There were no requests for future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post moved to adjourn the meeting. Motion passed, 7-0. Meeting adjourned at 6:30 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on June 18, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 18, 2024, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member.

DRAFT

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:30 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

APPROVAL OF AGENDA

Council Member Ziegler moved to approve the agenda as presented. Motion passed, 7-0.

COUNCIL ACTION

A1 Resolution No. 2024-065: Relating to Budget; adopting the Town of Marana's fiscal year 2024-2025 final budget (Yiannis Kalaitzidis)

Council Member Comerford moved to adopt Resolution No. 2024-065. Council Member Ziegler seconded the motion. Motion passed, 7-0.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn.

Council Member Ziegler moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 7-0. Meeting adjourned at 6:31 PM.

CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council Special Meeting held on June 18, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, June 25, 2024, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, 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 Town Clerk to call the roll. **Council Member Officer** and **Council Member Kai** were absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Ziegler moved to approve the agenda as presented. Vice Mayor Post seconded the motion. Motion passed, 5-0.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2024-067: Relating to Economic Development; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2024-2025 to support operation of the Marana Visitor Center and provision of services to the Marana community (Libby Shelton)

C2 Resolution No. 2024-068: Relating to Elections, approving and authorizing the Mayor to sign the first amendment to the Intergovernmental Agreement Between The Town of Marana and Pima County For Election Services (David L. Udall)

C3 Resolution No. 2024-069: Relating to the Police Department; approving and authorizing the Mayor and the Police Chief to execute an intergovernmental agreement between local agencies regarding the Pima County Sheriff's Department Motorola Flex Spillman System (Libby Shelton)

Vice Mayor Post moved to approve the consent agenda. Council Member Ziegler seconded the motion. Motion passed, 5-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Facilities; presentation providing an update on the Town of Marana Facilities Master Plan; discussion and possible direction regarding prioritization of future Town facilities projects (Andrea De La Cruz)

Assistant to the Town Manager Andrea De La Cruz presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. De La Cruz** provided an overview of the history of this item, including work done by the Town's consultants on this project and the input provided by the Council at the February 2024 Town Council Special Meeting/Retreat. She then presented on the following topics:

- Facilities Master Plan progress, including a review of Town's facilities (Marana Municipal Complex, Marana Police Facility, Marana Operations Center, Water

Operations Center, Water Reclamation Facility, Visitor Center, and Marana Community Center) and projected staff growth over the next ten years

- Facility conditions summary, including evaluation results of the following:
    - Marana Municipal Complex (MMC)
        - Facility is in good condition overall
        - MMC A has large areas of underutilized space and inefficient uses of space
        - MMC C has a shortage of interview rooms, courtrooms, and additional staff spaces
        - MMC overall lacks designated and organized storage space
    - Marana Operations Center (MOC)
        - Several buildings vary in age and condition, all of which have some Americans with Disabilities Act (ADA) and quality deficiencies
        - Building layout is highly inefficient and created expansion issues
        - Site is not large enough to meet the ten-year needs of all departments located at the MOC
    - Water Operations Center (WOC)
        - Buildings on site vary in condition from fair to end of useful life
        - Building D is a trailer too small to accommodate staff needs
        - Records and other storage on site are in a series of Conex boxes, which are in fair condition but not ideal for storage of their contents
    - Wastewater Reclamation Facility (WRF)
        - The trainer-based office and lab spaces are at the end of their useful life and not large enough for staff needs
        - The new "barn" facility is recently constructed and in good condition, but falls short in providing enough space for staff needs
- Project recommendations over the next ten years, including the following:
    - MMC remodel for space needs and optimization
    - New Courts expansion for space needs and optimization
    - MMC expansion project for space needs

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- Expansion of existing Police Department facility for space needs for dispatch operations
- New Public Works yard at a parcel near the Marana Regional Airport for space needs and to more centrally locate Public Works
- New Police Department substation at the MOC for space needs and a location that is more strategically located in the south
- New WOC facility for space needs and end of use
- New WRF facility for space needs and end of use

- Project prioritization, including the following options:

  - Option A, consisting of the project recommendations in the following order:

    - (1) New WRF facility
    - (2) MMC expansion
    - (3) New Public Works yard (at parcel near Airport)
    - (4) New WOC facility
    - (5) New Police Department substation (at MOC)
    - (6) New Courts expansion
    - (7) New Police Department expansion (above gym)
    - (8) MMC remodel

  - Option B, consisting of the project recommendations in the following order:

    - (1) New WRF facility
    - (2) New WOC facility
    - (3) MMC remodel
    - (4) New Public Works yard (at parcel near Airport)
    - (5) New Police Department substation (at MOC)
    - (6) New Courts expansion
    - (7) New Police Department expansion (above gym)
    - (8) MMC expansion

For more information, including specific buildings and dates, more details regarding project recommendations and prioritization, tables, maps, and images, please see the presentation slides. Clarifying questions were asked and answered throughout the presentation.

Regarding Option A and Option B listed above, the Council provided the following feedback:

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- There was a consensus among the Council Members that projects (1) and (2) under Option B (the new WRF facility and the new WOC facility) needed to be prioritized first.

- **Vice Mayor Post** and **Council Member Craig** were in favor of Option B.

- **Council Member Commerford** and **Council Member Ziegler** said they were in favor of priorities (1) and (2) under Option B, but that they need time to think about the rest. **Council Member Ziegler** commented that the Town couldn't start soon enough on projects (1) and (2) under Option B. **Council Member Comerford** highlighted that there are safety and working condition considerations involved in prioritizing those two projects. **Mayor Honea** was in favor of the two projects and said they should be relatively cheap to implement.

- **Council Member Comerford** said it might be good to not prioritize projects beyond the first two projects under Option B because the priorities may change over the years.

- **Council Member Criag** highlighted that there are departments that do not have enough space at the MMC.

Additional feedback and discussion are summarized as follows:

- **Council Member Comerford** and **Council Member Ziegler** noted for the record that it was hard for them to comment when the first time they were able to see the materials related to this item was during the meeting.

- **Council Member Comerford** asked whether the Town had recently completed courtroom improvements. **Judge Laine McDonald** said that a jury assembly room was added to the courthouse.

- **Mayor Honea** said that MMC A still has a lot of usable space. He noted that there is space for additional offices on the Council side of the third floor and that there is a lot of space in the area to the right of the entryway on the first floor. He said most employees don't need offices. He referenced the Communications Department configuration as a good exemplar. He said MMC A is in pretty good shape. **Mayor Honea** asked if HVAC would be looked at when looking at redesign of the MMC. **Town Manager Terry Rozema** said the HVAC would probably need to be redesigned.

- **Council Member Comerford** asked what was stored in the Conex boxes at the WOC. **Town Clerk / Assistant Town Attorney David Udall said** records were

stored in the Conex boxes. **Council Member Criag** asked about the possibility of electronic storage of records to save space. **Mr. Udall** said he and the Deputy Town Clerk are exploring that as an option and that it was something mentioned by the consultant as well. He said they were in the early stages of looking into it. Mayor Honea said he believed state law required some records to be kept in printed form. **Mr. Udall** said that permanent records must be kept in physical form because there is not an electronic format that lasts permanently. **Council Member Comerford** mentioned there are private companies that can store records on behalf of the Town.

- **Vice Mayor Post** asked how the square footage of space was calculated for the MMC. **Ms. De La Cruz** said the calculations did not include free spaces that are not currently being utilized. **Vice Mayor Post** commented that there is low hanging fruit in the MMC without new construction. **Mr. Rozema** said a design would need to be completed relating to the optimal utilization of space in the MMC.

- **Council Member Comerford**, **Mayor Honea**, and **Council Member Craig** expressed surprise at the proposal to expand the MMC. **Council Member Comerford** was not in favor of the Town doing a lot of new facilities construction. She said more flexible changes (remodeling, etc.) would be better. She also mentioned that at her husband's work, everything was planned down to the chair. She said the Town should not go to that level of standardization.

- **Mayor Honea** said that the expansion of the Police Department facility would open up additional space in MMC B because dispatch operations would be moved from there into the Police facility expansion. He further commented that the Police Facility is already set up for expansion.

- Discussion ensued regarding whether the J.D. Russell building was located inside or outside of the Marana Regional Airport fence, and it was determined it was outside the fence. Discussion was also had regarding where fleet maintenance and police vehicle upgrades take place.

- **Council Member Comerford** expressed surprise at the proposition of moving all of Public Works to a new facility located outside the Airport fence. **Mayor Honea** said that the MOC works well for Public Works but said that there may be value in moving operations closer to the work. **Vice Mayor Post** agreed that the MOC is a great place for Public Works right now, but said it was not a good option for the future. **Mr. Rozema** said that Public Works will outgrow the MOC facility without question, and the question then becomes do we add onto that facility with the way the buildings are laid out or move to a new facility. **Vice Mayor Post** said the MOC

is currently a poor location for Public Works. **Mr. Rozema** agreed and said the department currently needs to haul its heavy equipment from the south of Town to the north. Regarding converting the MOC into a Police substation, **Council Member Comerford** asked if the Town needed police stations in the south and in the north. **Mr. Rozema** said the idea was to put a couple of squads in the MOC as a substation and said most of the calls the Police Department gets originate from the southern part of the Town because it is the most populous. **Council Member Craig** pointed out that the two departments with the largest space needs are Public Works and the Police Department and said that it made sense to move Public Works to a new facility at the Airport and to convert the MOC to a Police substation. **Mayor Honea** said that would solve two problems with one action. **Council Member Ziegler** liked the idea.

- **Vice Mayor Post** asked if any of the projects were impact fee eligible. **Deputy Town Manager Erik Montague** said the Town currently does not have a government services impact fee, but that it has been studied in the past. He said more research would need to be done. **Mayor Honea** said the Town has the highest impact fees in Southern Arizona and that it is not a good idea to increase them. **Vice Mayor Post** said they could help cover a lot of expensive projects under the Facilities Master Plan.

EXECUTIVE SESSIONS

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

FUTURE AGENDA ITEMS

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

Mayor Honea asked for future agenda items. There were no future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn.

Vice Mayor Post moved to adjourn the meeting. Motion passed, 5-0. The meeting was adjourned at 7:27 PM.

CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council Special Meeting held on June 25, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 08/06/2024

To: Mayor and Council

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

From: Nolette Hernandez, Records Clerk

Date: August 6, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a location transfer series #009 Liquor Store liquor license and sampling privileges submitted by Jeffrey Craig Miller on behalf of Fry's Food & Drug #677, located at 11350 West Tangerine Road, Marana, Arizona, 85653 (David L. Udall)

Discussion:

This application is for a location transfer series #009 Liquor Store liquor license and sampling privileges at Fry's Food & Drug #677, located at 11350 West Tangerine Rd, Marana, Arizona, 85653.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check. The DLLC required management training has been submitted to the DLLC.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a location transfer series #009 Liquor Store liquor license and sampling privileges submitted by Jeffrey Craig Miller on behalf of Fry's Food & Drug #677, located at 11350 West Tangerine Road, Marana, Arizona, 85653.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a location transfer series #009 Liquor Store liquor license application and sampling privileges submitted by Jeffrey Craig Miller on behalf of Fry's Food & Drug #677, located at 11350 West Tangerine Road, Marana, Arizona, 85653.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Description of Common Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

Created 05/17/2024 @ 03:39:15 PM

Local Governing Body Report

LICENSE

Number:	09100228	Type:	009 LIQUOR STORE
Name:	FRY'S FOOD & DRUG #677		
State:	Pending		
Issue Date:		Expiration Date:	10/31/2024
Original Issue Date:	12/03/1986		
Location:	11350 W TANGERINE ROAD MARANA, AZ 85653 USA		
Mailing Address:	[redacted] NASHVILLE, TN 37230 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

Currently, this license has pending applications.

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	[redacted] CHANDLER, AZ 85244 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	SMITH'S FOOD & DRUG CENTERS INC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	CORPORATION		
AZ CC File Number:	F00429543	State of Incorporation:	OH
Incorporation Date:	04/20/1989		
Correspondence Address:	[redacted] CHANDLER, AZ 85244 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

60 th day
07-16-2024
105th day
08-30-2024

Name:	Title:	% Interest:
FRED MEYER INC	Stockholder	100.00
TODD ALLEN FOLEY	VP/CORPORATE CONTROLLER	
TIMMY JOSEPH PLASS	MULTI- SEE CASE NOTE	
MONICA JEAN GARNES	VP,Pres	
DAVID RICHARD WEAKLAND	VP,CFO	
JEFFREY CRAIG MILLER	PARTNER	
DOROTHY DANSBERRY ROBERTS	Senior paralegal	

SMITH'S FOOD & DRUG CENTERS INC - VP,Pres

Name: MONICA JEAN GARNES
Gender: Female
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SMITH'S FOOD & DRUG CENTERS INC - Stockholder

Name: FRED MEYER INC
Contact Name: JEFFREY MILLER
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

FRED MEYER INC - Stockholder

Name: KROGER CO
Contact Name: JEFFREY MILLER
Type: CORPORATION
AZ CC File Number: State of Incorporation: OR
Incorporation Date:
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SMITH'S FOOD & DRUG CENTERS INC - MULTI-SEE CASE NOTE

Name: TIMMY JOSEPH PLASS
Gender: Male
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

KROGER CO - Treasurer
SMITH'S FOOD & DRUG CENTERS INC - VP/CORPORATE CONTROLLER

Name: TODD ALLEN FOLEY
Gender: Male
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SMITH'S FOOD & DRUG CENTERS INC - PARTNER

Name: JEFFREY CRAIG MILLER
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85244
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SMITH'S FOOD & DRUG CENTERS INC - VP,CFO

Name: DAVID RICHARD WEAKLAND
Gender: Male
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

KROGER CO - Treas
FRED MEYER INC - VP

Name: MARION DANIEL KREKELER
Gender: Male
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SMITH'S FOOD & DRUG CENTERS INC - Senior paralegal

Name: DOROTHY DANSBERRY ROBERTS
Gender: Female
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MANAGERS

Name: DERICK VAUGHN PFIESTER
Gender: Male
Correspondence Address: [redacted]
ORO VALLEY, AZ 85755
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: DAWN RENEA MCKINNEY
Gender: Female
Correspondence Address: [redacted]
SCOTTSDALE, AZ 85254
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: STEPHEN TROY PACE
Gender: Male
Correspondence Address: [redacted]
LAKE HAVASU CITY, AZ 86406
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: THEODORE WILLIAM LING JR.
Gender: Male
Correspondence Address: [redacted]
MESA, AZ 85202
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: KURT FREDERICK HOWARD
Gender: Male
Correspondence Address: [redacted]
GLENDALE, AZ 85308
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: MELVIN LYNN RYAN
Gender: Male
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: ANGELA GAVONNE CAVAZOS
Gender: Female
Correspondence Address: [redacted]
AVONDALE, AZ 85323
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: MARIA A HERMAN
Gender: Female
Correspondence Address: [redacted]
CHANDLER, AZ 85244
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: TOMAS JOHN STAMAS
Gender: Male
Correspondence Address: [redacted]
GLENDALE, AZ 85308
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: JOSEPH ALAN D AMELIO
Gender: Male
Correspondence Address: [redacted]
PEORIA, AZ 85382
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: DAVID JOHN HAUSRATH
Gender: Male
Correspondence Address: [redacted]
SCOTTSDALE, AZ 85259
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: JOHN ELWOOD HICKS JR.
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85741
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: DUC THOI
Gender: Male
Correspondence Address: [redacted]
MESA, AZ 85206
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: ROBERT MARION BAKALEKOS
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85050
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: DENNIS DONALD NATHAM
Gender: Male
Correspondence Address: [redacted]
PEORIA, AZ 85382
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: MICHELLE RANAE BURTON
Gender: Female
Correspondence Address: [redacted]
GILBERT, AZ 85297
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: JESSE JOSEPH BEGLEY
Gender: Male
Correspondence Address: [redacted]
PEORIA, AZ 85381
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: MELINDA REGINA FAIR
Gender: Female
Correspondence Address: [redacted]
TEMPE, AZ 85284
USA
Phone: [redacted]
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Name: CARLOS CONAN OROZCO
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Name: JUDY KAY TUREK
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Name: MICHELENE RAE TOLLER
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Name: JEARL CHARLES IDLER
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AVONDALE, AZ 85392
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: TYSON LEE LEGLER
Gender: Male
Correspondence Address: [redacted]
PRESCOTT VALLEY, AZ 86301
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: BARBARA JEAN JOHNSON
Gender: Female
Correspondence Address: [redacted]
PEORIA, AZ 85345
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: WARLITO FULINARA EVANGELISTA
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85029
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: LAURA ANN LAVINE
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85041
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: ANGELA MARIE WEAVER
Gender: Female
Correspondence Address: [redacted]
MESA, AZ 85212
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: TERESA KAAIHOOKANO TUCKER
Gender: Female
Correspondence Address: [redacted]
NASHVILLE, TN 37230
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: WILLIAM DAVID WALL
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85244
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: MEGAN MARGARET HOUCK
Gender: Female
Correspondence Address: [redacted]
CHANDLER, AZ 85244
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: MICHELLE RANAE BURTON
Gender: Female
Correspondence Address: [redacted]
CHANDLER, AZ 85244
USA
Phone: [redacted]
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 295668
Application Type: Location Transfer

Created Date: 05/03/2024

QUESTIONS & ANSWERS

009 Liquor Store

1) Are you applying for an Interim Permit (INP)?
   No
4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   No
10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
   Gladden Farms Elementary School
   11745 Gladden Farms
   Marana AZ 85653
11) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   property owner
12) Is there a penalty if lease is not fulfilled?
   No
13) What is the total money borrowed for the business not including the lease?
   Please list lenders/people owed money for the business.
   0
14) Is there a drive through window on the premises?
   No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet
   no patio
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   9/2024

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	frys diagram.pdf	05/03/2024
SAMPLING PRIVILEGES	frys sampling.pdf	05/03/2024
QUESTIONNAIRE	fry craig.pdf	05/03/2024
QUESTIONNAIRE	frys dave.pdf	05/03/2024
QUESTIONNAIRE	frys dorothy.pdf	05/03/2024
QUESTIONNAIRE	frys monica.pdf	05/03/2024
QUESTIONNAIRE	frys todd.pdf	05/03/2024

'24 MAY 8 Liqr. Lic. PM 4:41

CSR:
Amount:

SAMPLING PRIVILEGE APPLICATION SERIES 9 AND 10 ONLY

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #: 2956068
Date Accepted: 05-17-2024
☒ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)
CSR: SG

Type or Print with Black Ink

* Pending app

License #: 09100228

Applicant's Name: ☑ Agent ☐ Sole Proprietor Miller (Last) Jeffrey (First) Craig (Middle)

Premises Name: Fry's Food & Drug #677

Premises Address: 11350 W Tangerine Rd (Street Address) Marana (City) AZ (State) Pima (County) 85653 (Zip Code)

Mailing Address: [redacted] (Street Address) Nashville (City) TN (State) 37230 (Zip Code)

Business Phone #: 5206356800 Daytime Contact # [redacted] Email Address: [redacted]

Series #10 Beer and Wine Store Only

I declare that my business qualifies as a
☐ Premises that is 5,000 square feet or larger
☐ Premises that has at least 75% of shelf space dedicated to beer and wine

SIGNATURE

Declaration:

I, (Print Name) Jeffrey C Miller, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Signature

LOCAL GOVERNING BOARD

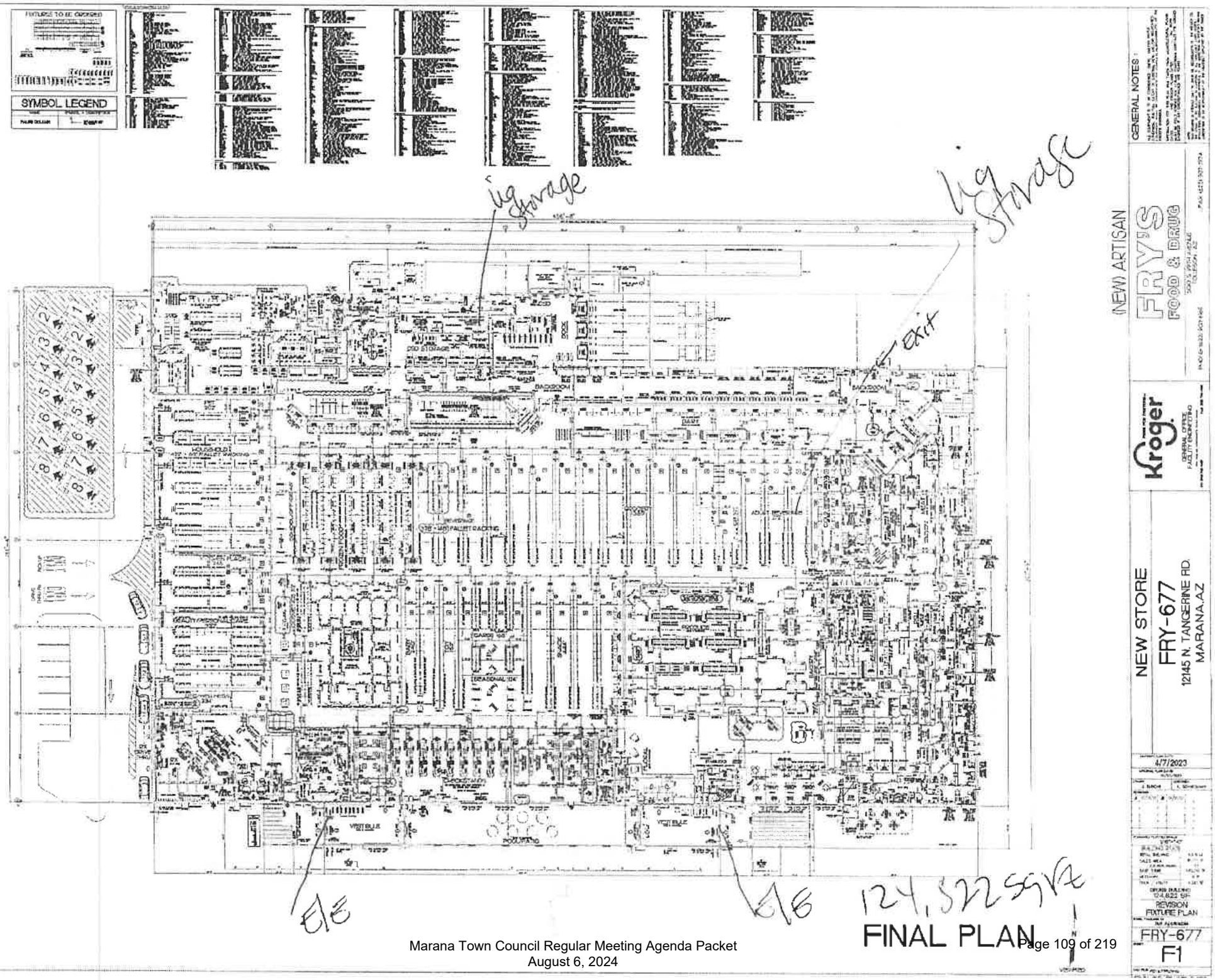
I, _____ _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official Signature) (Title)

on behalf of _____ _____ _____
(City, Town, County) Phone Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ___/___/___

Director Signature required for Disapprovals: _____ Date: ___/___/___


FIXTURE TO BE ORDERED
SYMBOL LEGEND
lig storage
lig storage
exit
E/E
E/E
124,522 SqFt
FINAL PLAN
GENERAL NOTES:
(NEW) ARTISAN
FRY'S FOOD & DRUG
Kroger
NEW STORE
FRY-677
12145 N. TANGERINE RD.
MARANA,AZ
4/7/2023
REVISION
FIXTURE PLAN
FRY-677
F1

'24 MAY 8 Liq. Lic. PM 4:41

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	295668
Date Accepted:	05-17-2024
CSR:	SG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP current 11-18-2022

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☑ Agent ☐ Controlling Person

2. Name: Miller Jeffrey Craig (Last First Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: B12556109 State Issued: AZ

4. Place of birth: Miami AZ USA (City State COUNTRY) Height: 6'4 Weight: 260 Eyes: Grn Hair: Bln

5. Name of current/most recent spouse: Holsten Laura Michelle (Last First Middle) Birth Date [redacted] NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 1972

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Frys Food & Drug #677 Business Phone: 520/635/6800

9. Premises Address: 11350 W Tangerine Rd Marana AZ Pima 85653 (Street (do not use PO Box) City State County Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
9/2016	CURRENT	Partner	Arizona Liquor Industry Consultants 1811 S Alma School Rd Ste 268 Mesa AZ 85210
3/1997	9/2016	Special Investigator	AZ DLLC 800 W Washington St 5th Fl Phoenix AZ 85007

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)* (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
6/2006	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☑

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☑

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☑ No ☐

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☑

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☑ No ☐

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, **(Print Full Name)** Jeffrey C. Miller hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ Date: 3/8/2024

'24 MAY 8 Liqr. Lic. PM 4:41

P.O. Box 2502
Chandler, Arizona 85244
(480) 730-2675 Phone (480) 730-2676 Fax



ARIZONA LIQUOR
INDUSTRY CONSULTANTS

This addendum is written for Jeffrey "Craig" Miller" Member/Partner in ALIC (Arizona Industry Liquor Consultants) in response to answers for Personal Questionnaire.

Question #15
ALIC is currently contracted with approximately 500 liquor establishments statewide. ALIC has been in business in the liquor industry since 1993. Depending on when this document is reviewed, it's possible that there may be a pending administrative citation, compliance action, arrest or summons against one of them.

Question #17
ALIC was started in April of 1993, and has been associated with hundreds of liquor establishments and liquor licenses. Several of them have received citations (fines) and in some instances, a suspension. ALIC works with the compliance officer on a regular basis acting as a representative for those who utilize our contract services. I do not however, have anything to do with the actual operation of any liquor establishment in this or any other state. Therefore, none of the violations to which I have just referred can be associated to me personally. Additionally, it would be almost impossible for me to give you a reconciliation of these violations, as ALIC has been associated with so many licenses for so many years.

Respectfully Submitted,

Jeffrey "Craig" Miller
Member/Partner

'24 MAY 8 Liqr. Lic. Pr 4:41

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #: 2956688
Date Accepted: 05-17-2024
CSR: SG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP current 12-20-2023

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: Weakland (Last) David (First) Richard (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: D09014519 State Issued: Arizona

4. Place of birth: Cleveland (City) OH (State) Cuyahoga (COUNTRY) Height: 6' Weight: 190 Eyes: Haz Hair: Gry

5. Name of current/most recent spouse: Weakland (Last) Imelda (First) A (Middle) Birth Date: [redacted] NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 3/8/2014

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Fry's Food & Drug #677 Business Phone 520 6356800

9. Premises Address: 11350 W Tangerine Rd (Street (do not use PO Box)) Marana (City) AZ (State) Pima (County) 85653 (Zip)

'24 MAY 8 Liqr. Lic. PM 4:41

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4/21	CURRENT	Div CFO	Fry's Food Stores 500 S. 99th Ave. Tolleson AZ 85353
11/20	4/21	DFM	Raleys Grocery Co. 1100 W. Artesia Compton, CA 90660
2/19	11/20	Div CFO	Fry's Food Stores 500 S. 99th Ave, Tolleson. AZ 85353

11. Provide your residence address information for the last five (5) years **A.R.S. §4-202(D)** (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
6/2023	CURRENT	[redacted]	Peoria	AZ	85383
7/2017	6/2023	[redacted]		AZ	85383

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☒

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☒

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☒

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☒

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Dave Richard Weichland hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ Date: 8/4/23

'24 MAY 8 Liqr. Lic. PM 4 41

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #: 295608
Date Accepted: 05-17-2024
CSR: SG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP current 12-12-2023

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. **Check the Appropriate Box** → ☐ Agent ☑ Controlling Person

2. Name: Roberts (Last) Dorothy (First) Dansberry (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: 294-76-4249 Drivers License #: RK State Issued: OH

4. Place of birth: Cincinnati (City) OH (State) USA (COUNTRY) Height: 5'10" Weight: 180 Eyes: Green Hair: Blonde

5. Name of current/most recent spouse: Roberts (Last) Douglas (First) Duane (Middle) Birth Date: 05/05/1963 (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☑ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Fry's Food & Drug #677 Business Phone: 520/635/6800

9. Premises Address: 11350 N Tangerine Rd (Street (do not use PO Box)) Marana (City) AZ (State) Pima (County) 85653 (Zip)

'24 MAY 8 LIQ. LIC. PM 4:41

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2000	CURRENT	Senior Paralegal & Assistant Secretary	The Kroger Co., 1014 Vine Street, Cincinnati, OH 45202

11. Provide your residence address information for the last five (5) years ***A.R.S. §4-202(D)*** **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
2/ 2015	CURRENT	[redacted]	Cincinnati,	OH	45247

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☑

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☑

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☑

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☑

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Dorothy Dansberry Roberts **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Dorothy D. Roberts **Date:** 08/02/2023

'24 MAY 8 Liqr. Lic. PM 4:41

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	2956008
Date Accepted:	05-17-2024
CSR:	SG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP current 12-20-2023

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☐ Agent ☑ Controlling Person

2. Name: Garnes (Last) Monica (First) Jean (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: D08657349 State Issued: AZ

4. Place of birth: Columbus (City) OH (State) USA (COUNTRY) Height: 5'9" Weight: 165 Eyes: BR Hair: BR

5. Name of current/most recent spouse: Gordon (Last) Roderick (First) Lee (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 3/2018

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Fry's Food & Drug #677 Business Phone: 520/635/6800

9. Premises Address: 11350 W Tangerine Rd (Street (do not use PO Box)) Marana (City) AZ (State) Pima (County) 85653 (Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
2/18	CURRENT	President	Fry's Food Stores 500 S 99th Ave Tolleson, AZ 85353
11/15	2/18	VP, Produce & Floral	Kroger Co. 1014 Vine Street Cincinnati, OH 45202
3/13	11/15	VP, Merchandising	Fry's Food Stores 500 S 99th Ave Tolleson, AZ 85353
2/10	3/13	Produce Merchandiser	Kroger Co 4111 Executive Pkwy Westerville, OH 43081

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)* (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
3/18	CURRENT	[redacted]	Phoenix, AZ 85003		
5/16	3/18	[redacted]	Newport, KY 41071		
12/15	5/16	[redacted]	Cincinnati, OH 45202		
6/13	12/15	[redacted]	Phoenix, AZ 85003		
3/01	6/13	[redacted]	New Albany, OH 43054		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☑

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☑

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☑

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☑

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Monica Jean Garnes hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Monica Jean Garnes Date: 8/1/2023

'24 MAY 8 Liqr. Lic. PM 4:41

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	2956008
Date Accepted:	05-17-2024
CSR:	SG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

FP current 05-13-2022

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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1. Check the Appropriate Box → ☐ Agent ☑ Controlling Person

2. Name: Foley (Last) Todd (First) Allen (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: RT14251 State Issued: Ohio

4. Place of birth: Kettering (City) OH (State) USA (COUNTRY) Height: 5'9" Weight: 185 Eyes: BR Hair: BR

5. Name of current/most recent spouse: Foley (Last) Amy (First) Marie (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☑ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Fry's Food & Drug #677 Business Phone: 520 / 635 / 6800

9. Premises Address: 11350 W Tangerine Rd (Street (do not use PO Box)) Marana (City) AZ (State) Pima (County) 85653 (Zip)

'24 MAY 8 Liq. Lic. PM 4 41

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4/2017	CURRENT	VP/Corporate Controller	The Kroger Co. 1014 Vine St. Cincinnati, OH 45202
5/2013	4/2017	VP/Treasury	The Kroger Co. 1014 Vine St. Cincinnati, OH 45202
6/2006	05/2013	Asst. Corporate Controller	The Kroger Co. 1014 Vine St. Cincinnati, OH 45202

11. Provide your residence address information for the last five (5) years ***A.R.S. §4-202(D)*** **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
8/2017	CURRENT	[redacted]	Blue Ash	OH	45242
11/2004	8/2017	[redacted]	South Lebanon	OH	45065

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☑

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☑

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☑

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☑

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☑

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Todd Allen Foley hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Todd A Foley Date: 8-3-23

POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Date of Posting: 06 / 13 / 24 Date of Posting Removal: 7 / 3 / 24

Applicant's Name: Miller (Last) Jeffrey (First) Craig (Middle)

Business Address: 11350 W Tangerine Rd (Street) Marana (City) 85653 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

Elliot E Burns JR. — Signature

6/13/24 — Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

7/21/2022

Local Governing Body Recommendation

A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 295668 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2024-06

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 06 (Day) of August (Month), 2024 (Year) considered the application of Jeffrey Craig Miller (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Jeffrey Craig Miller (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for_____. (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

SAMPLE

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **L2**

Meeting Date: 08/06/2024

To: Mayor and Council

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

From: Nolette Hernandez, Records Clerk

Date: August 6, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Jose Gabriel Contreras on behalf of Humo Cocina Mexicana, located at 6671 North Thornydale Road, Tucson, Arizona, 85741 (David L. Udall)

Discussion:

This application is for a new series #012 Restaurant liquor license at Humo Cocina Mexicana, located at 6671 North Thornydale Road, Tucson, Arizona, 85741.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one-mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing the application. Pursuant to state statute, a

license will only be issued after a satisfactory showing of the capability, qualifications, and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #012 Restaurant liquor license submitted by Jose Gabriel Contreras on behalf of Humo Cocina Mexicana, located at 6671 North Thornydale Road, Tucson, Arizona, 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #012 Restaurant liquor license submitted by Jose Gabriel Contreras on behalf of Humo Cocina Mexicana, located at 6671 North Thornydale Road, Tucson, Arizona, 85741.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Description of Common Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

Created 06/12/2024 @ 04:39:05 PM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: HUMO COCINA MEXICANA
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 6671 N THORNYDALE ROAD
TUCSON, AZ 85741
USA
Mailing Address:
Phone: [redacted]
Alt. Phone:
Email: [redacted]

AGENT

Name: JOSE GABRIEL CONTRERAS
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85704
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

OWNER

Name: AMELIAS KITCHEN LLC
Contact Name: JOSE GABRIEL CONTRERAS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23674234 State of Incorporation: AZ
Incorporation Date: 04/28/2024
Correspondence Address: [redacted]
TUCSON, AZ 85742
USA
Phone: [redacted]
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
JOSE GABRIEL CONTRERAS	Manager-LLC	50.00

RAMON ALBERTO MONGE CONTRERAS Manager-LLC 50.00

AMELIAS KITCHEN LLC - Manager-LLC

Name: JOSE GABRIEL CONTRERAS
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85741
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

AMELIAS KITCHEN LLC - Manager-LLC

Name: RAMON ALBERTO MONGE CONTRERAS
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85741
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MANAGERS

Name: JOSE GABRIEL CONTRERAS
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85741
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: RAMON ALBERTO MONGE CONTRERAS
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85741
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

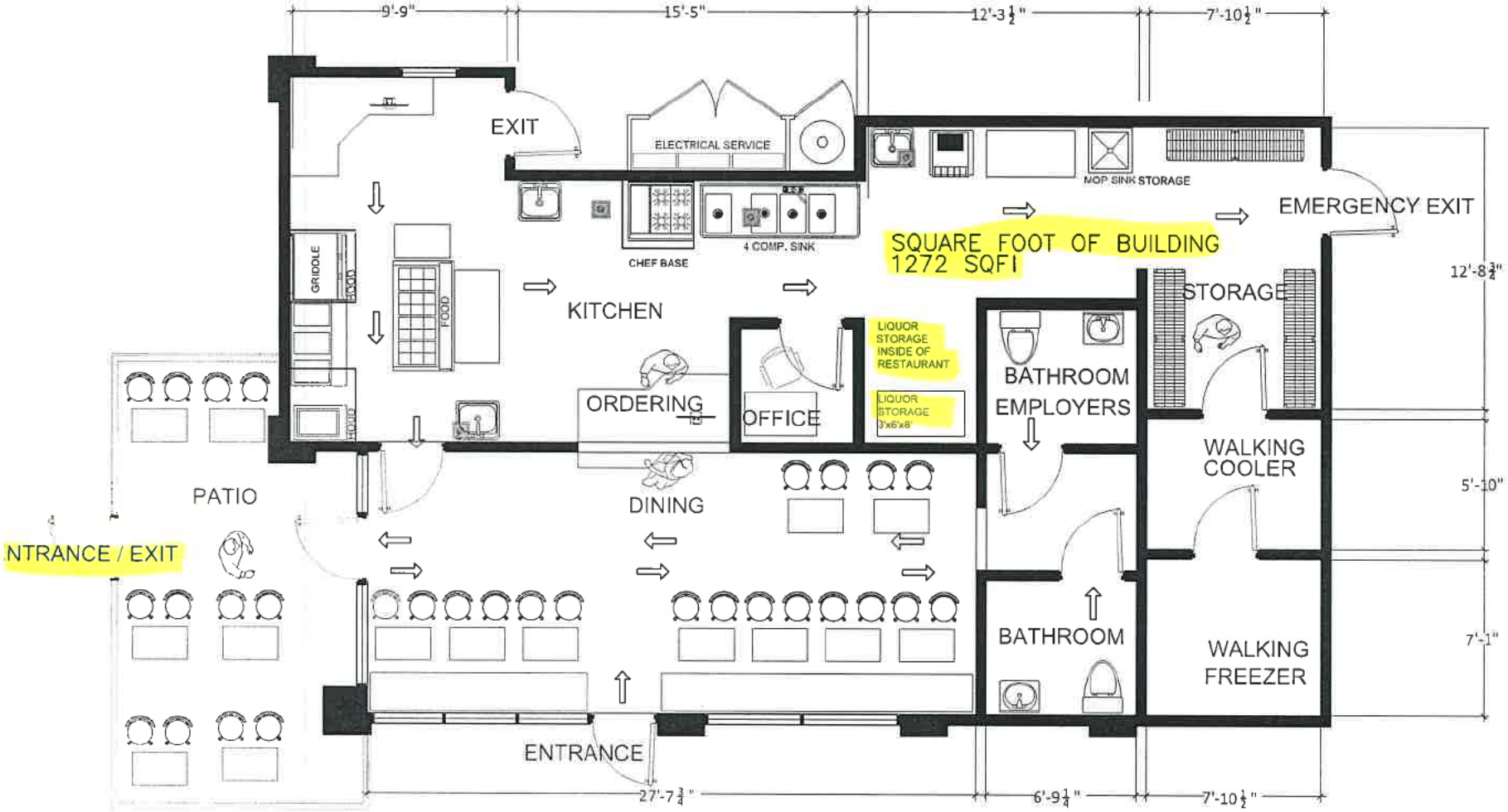
APPLICATION INFORMATION

Application Number: 295847
Application Type: New Application
Created Date: 05/06/2024

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   10 YEARS CONTRACT $690,000
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   TOWN OF MARANA
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0 NONE
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   RESTAURANT MEXICAN FOOD



FLOOR PLAN

RESTAURANT

NOT SCALE

NORTH

HUMO COCINA MEXICANA

6671 N. THORNYDALE RD.
TUCSON,AZ. 85741

MAY 2024

1/4" - 1"

FT/IN

'24 MAY 6 Liq. Lic. PM 5:05

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): ~~Amelias kitchen~~ Hunos Cocina Mexicana

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	36" Flat grill Imperial
Oven	2 Stone imperial
Freezer	Walking freezer Omega
Refrigerator	walking fridge Omega
Sink	3 Compartment sink / 3 hand sinks
Dish Washing Facilities	3 Compartment Sink
Food Preparation Counter (Dimensions)	4 x 6 stainless steal (Choice brand) 4 x 8 stainles Steal
Other	4 X 6 stainless steal work table

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) _____%

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(**If yes, what percentage of the public floor space does this area cover?**) _____%

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [25]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+_____]

TOTAL [= 25]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games**, **televisions**, or **any other entertainment**? ☐ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

1 tv's

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	2
Bartenders	1
Hostesses	
Managers	1
Servers	1
Other ( )	0
Other ( )	0
Other (Owner)	1

I, (Print Full Name) Jose gabriel Contreras hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Jose C

HUMO COCINA MEXICANA

STREET TACOS

CARNE ASADA (STEAK) $2.60

CHICKEN GRILL $2.45

CHICKEN HABANERO(MILD)$2.45

AL PASTOR(PORK) $2.45

JAAS(ASADA,GREEN CHILI,

MELTED CHEESE ON TOP)$2.95

LORENZA

TORTILLA CRISPY LIKE(TOSTADA)

(CARNE ASADA, CHEESE)$3.25

BARBACOA(SHREDDED BEEF)$2.50

BEAN$1.65

FLOUR TORTILLA OR
WHITE CORN TORTILLA

TACOS

CARNE ASADA (STEAK) $2.25
AL PASTOR $ 2.15
WITH CILANTRO AND ONION
YELLOW CORN TORTILLA

SEAFOOD TACOS

FISH $3.00
SHRIMP$3.25
FLOUR TORTILLA OR WHITE
CORN TORTILLA

EXTRAS
CHIPS & SALSA $3.25
SIDE OF BEANS $3.49

QUESADILLAS

CARNE ASADA (STEAK)$ 6.15
AL PASTOR (PORK)$6.15
CHICKEN$6.15
CHICKEN HABANERO$6.15
PLAIN CHEESE$4.00
VEGGIES (MUSHROOM, CORN,
BELL PEPPERS ZUCCHINI) $6.15
BARBACOA$6.15
SHRIMP$8.15
FLOUR TORTILLA

BREAKFAST QUESADILLAS

2 FRESH EGGS CHEESE AND YOUR CHOICE OF
CHORIZO $5.25
VEGGIES $5.25
HAM $5.25
BACON $5.25
ONION $5.25
GREEN CHILI $5.25

DRINKS

MEXICAN SODA$2.50
FANTA, COCA COLA, SPRITE
AGUAS FRESCAS$2.95
HORCHATA, JAMAICA, PINA
WATER $2.00

'24 MAY 6 Liqr. Lic. PM 5:05

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): ~~Amelias Kitchen LLC~~ Humo Cocina Mexicana
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

   A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Dated Guest Checks
      4) Coupons/Specials/Discounts
      5) Any other evidence to support income from food and liquor sales
   B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks

12. **Tax Records**

   A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
   B. Income Tax Return - city, state and federal (copies)
   C. Any supporting books, records, schedules or documents used in preparation of tax returns

Individuals requiring ADA accommodations please call (602)542-2999

13. **Payroll Records**

'24 MAY 6 Liqr. Lic. PM 5:05

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Jose Gabriel Contreras **, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: Jose Ca

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Individuals requiring ADA accommodations please call (602)542-2999

LC:
Amount:

'24 6 11 Liqr. Dept PM 1:47

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	295847
Date Accepted:	5/6/24
CSR:	KB

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

805-549

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: Contreras (Last) Jose (First) Gabriel (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: D05154130 State Issued: AZ

4. Place of birth: Hermosillo (City) Sonora (State) Mexico (COUNTRY) Height: 6'01" Weight: 198 Eyes: BLK Hair: BLK

5. Name of current/most recent spouse: Contreras (Last) Veronica (First) (Middle) Birth Date: [redacted] NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Humo Cocina Mexicana Business Phone: 520/333/2571

9. Premises Address: 6671 N Thornydale Rd (Street (do not use PO Box)) Tucson (City) AZ (State) PIMA (County) 85741 (Zip)

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place c residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/20	CURRENT	Easy Marketing / Amy's Restaurant	6930, N Northpoint Drive Tucson AZ
03/12	04/2017	Easy Marketing	" " " " 85741
			6930 N Northpoint Tucson AZ 85741

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)* (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
08/20	CURRENT	[redacted]	Tucson AZ	AZ	85741
08/12	08/17	[redacted]	85713	AZ	Tucson 8773

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☒ No ☐

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☒ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☒

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☒

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☒

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Jose Gabriel Contreras **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 05-06-24

Certificate # AZB-ON-01213051

☒ On-sale
☐ Off-sale
☐ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Jose contreras
Full Name (please print)

Jose Contreras
Signature

07/30/2021
Training Completion Date

07/29/2024
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).
Instructor Name (please print)

Instructor Signature

07/30/2021
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # AZM-ON01203832

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Jose contreras
Full Name (please print)

Jose g Contreras
Signature

08/12/2021
Training Completion Date

08/11/2024
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

6801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731
Mailing Address

(877) 881-2235
Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Samantha Montalbano
Instructor Signature

08/12/2021
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

'24 MAY 6 Liqr. Lic. PM 5:05

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	295847
Date Accepted:	5/6/24
CSR:	RH

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. ***Write applicants name on front of sealed envelope.***

PRINT the following information:

Date	Name of Applicant:
05-06-24	Jose Gabriel Contreras
Name of Fingerprint Technician: Zulema	
Fingerprint technician's Signature: Zulema	
Fingerprint technician's Agency/company Name: Arizona Livescan	**Phone Number:** (520) 338-2800

Type of Photo ID Provided (check one):

☒ Driver's License ☐ Passport ☐ Other (Please specify)

'24 MAY 7 AM 8:00 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	295647
Date Accepted:	5/6/24
CSR:	RH

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

PRINT the following information:

Date	Name of Applicant:
05-06-24	Jose Gabriel Contreras
Name of Fingerprint Technician: Zulema Orantes	
Fingerprint technician's Signature: Zulema	
Fingerprint technician's Agency/company Name: Arizona Livescan	**Phone Number:** (520)338-2800
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

'24 MAY 6 Liqr. Lic. AM 5:05

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

Your fingerprints will be used to check the criminal history records of the FBI.

If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record. You should be afforded a reasonable amount of time of twenty one(***21) days*** to correct or complete the record (or decline to do so) before officials deny you employment, license, or other benefit based on information in the criminal history record.

The procedures for obtaining a change, correction, or updating of your FBI criminal history record are set forth in Title 28, Code of Federal Regulations, Sections 16.30 through 16.34. Information on how to review and challenge your FBI criminal history record can be found at www.fbi.gov under "Services" and then "Identity History Summary Checks" or by calling (304) 625-5590.

To obtain a copy of your Arizona criminal history in order to review/update/correct the record, you can contact the Arizona Department of Public Safety Criminal History Records Unit at (602) 223-2222 to obtain a fingerprint card and a Review and Challenge packet. Information on the review and challenge process can be found on the DPS website (www.azdps.gov).

Privacy Act Statement

This privacy act statement is located ***on the back of the FD-258 fingerprint card.***

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/ biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints, may continue to be compared against other fingerprints submitted to, or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

'24 MAY 6 Liqr. Lic. AM 5:05

ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Jose gabriel Contreras

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If **yes**, indicate place of birth:

City Hermosillo State Sonora **COUNTRY** Mexico

If you answered **Yes**, 1) Attach a legible copy of a document from the list below.

2) Name of document: Passport / Certificate Naturalization

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

Liqr. Lic. AM 5 05

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.

2. A driver license issued by a state that verifies lawful presence in the United States.

3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)

4. A United States certificate of birth abroad.

5. A United States passport. ***Passport must be signed***

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

8. A United States citizenship and immigration services employment authorization document or refugee travel document.

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

12. A tribal or bureau of Indian affairs affidavit of birth.

13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Certificate of Naturalization

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ . An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or
12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
13. A foreign national not physically present in the United States.
14. ***Otherwise Lawfully Present***
15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Jose Gabriel Contreras	Ja, Ce	05-06-24
Print Name	**Signature**	**Date**

THE UNITED STATES OF AMERICA

CERTIFICATE OF NATURALIZATION

No. 36362317

Personal description of holder as of date of naturalization:

Date of birth: [redacted]

Sex: **MALE**

Height: **6** *feet* **2** *inches*

Marital status: **DIVORCED**

Country of former nationality: **MEXICO**

[redacted]

USCIS Registration No. **A096909278**

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Jose G Contreras

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: **TUCSON, ARIZONA**

The Secretary having found that:

JOSE GABRIEL CONTRERAS

residing at: **TUCSON, ARIZONA**

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

UNITED STATES DISTRICT COURT

at: **TUCSON, ARIZONA** *on:* JAN 3 1 2014

such person is admitted as a citizen of the United States of America.

Lori Scialabba, **Acting Director**

U. S. Citizenship and Immigration Services

ALTERATION OR MISUSE OF THIS DOCUMENT IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

'24 MAY 6 Lgn. Lic. PM 5:05



'24 MAY 6 Lay. Lic. PM 5:07



IPUSAC095731375<<04<12<802<534
8303198M2409076USA<<6103405708
CONTRERAS<<JOSE<GABRIEL<<<<<<<

LC:
Amount:

'24 6 11 Liqr. Dept PM 1 47

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	295647
Date Accepted:	6/10/24
CSR:	RH

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number: 005-549

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☒ Agent ☐ Controlling Person

2. Name: Monar Contreras (RH) Last | Ramon First | Alberto Middle | Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: D17373017 State Issued: AZ

4. Place of birth: Hermosillo City | Sonora State | Mexico COUNTRY | Height: 5'11" | Weight: 190 | Eyes: BRO | Hair: BLK

5. Name of current/most recent spouse: Renteria Last | Grissell First | Elaine Middle | Birth Date: [redacted] NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: Humo Cocina Mexicana Business Phone: 520 / 333 / 2571

9. Premises Address: 6671 N Thornydale Rd Street (do not use PO Box) | Tucson City | AZ State | PIMA County | 85741 Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2020	CURRENT	Detailing	Skyline Steel INC (631 W Commerce Ave, Gilbert AZ 85233
06/2015	01/2019	Detailing	Baja Construction (223 Foster St, Martinez CA 94553)

11. Provide your residence address information for the last five (5) years **A.R.S. §4-202(D)** (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
12/2019	CURRENT	[redacted]	Tucson	AZ	85742
10/2019	12/2019	[redacted]	Tucson	AZ	85741
8/2019	10/2019	[redacted]	Tucson	AZ	85706
06/2018	8/2019	[redacted]	Martinez	CA	94553

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☒

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☒

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☒

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☒

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, **(Print Full Name)** Ramon Alberto Monge Cortez **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 05-06-2024

'24 MAY 7 AM 7:59 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	295447
Date Accepted:	5/6/24
CSR:	RG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

PRINT the following information:

Date	Name of Applicant:
05-06-24	Ramon Alberto Monge Contreras
Name of Fingerprint Technician: Zulema Orantes	
Fingerprint technician's Signature: Zulema	
Fingerprint technician's Agency/company Name: Arizona Livescan	**Phone Number:** (520) 338-2800
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Date of Posting: 06 / 14 / 24 Date of Posting Removal: 7 / 5 / 24

Applicant's Name: Contreras (Last) Jose (First) Gabriel (Middle)

Business Address: 6671 N Thornydale Rd (Street) Tucson (City) 85741 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

JR Burns	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

Signature _____ Date Signed 6/14/24

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

7/21/2022

Local Governing Body Recommendation

A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 295847 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2024-07

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 06 (Day) of August (Month), 2024 (Year) considered the application of Jose Gabriel Contreras (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Jose Gabriel Contreras (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for_____. (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk)

_____ (Signature of city, town or county clerk)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

SAMPLE

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **A1**

Meeting Date: 08/06/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 6, 2024

Strategic Plan Focus Area:
Vibrant Community, Proactive Public Services

Subject: Resolution No. 2024-074: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to Development Agreement for the Saguaro Bloom Development Project (Jane Fairall)

Discussion:

Background

In July 2011, the Town, Marana 670, and Twin Peaks Development, Inc. entered into a "Development Agreement for the Saguaro Bloom Development Project," recorded in the Pima County Recorder's office on July 22, 2011, at Sequence 20112030004 (the "Original DA"). D.R. Horton, Inc. (the "Developer") is the successor in interest to Marana 670 and Twin Peaks Development, and is the master developer of Saguaro Bloom, located generally north of Twin Peaks Road, south of Lambert Lane, and west of Silverbell Road.

The Original DA requires the Developer to prepare design plans and associated construction documents necessary for the reconstruction of Twin Peaks Road to its full four-lane arterial road cross-section from a point at the west boundary of Saguaro Bloom to the eastern intersection of Twin Peaks Road and Silverbell Road (the "Twin Peaks Design"); to construct Twin Peaks Road to one-half of its four-lane arterial road cross-section along the entire frontage of Saguaro Bloom from its west boundary to its east boundary; and to design, construct and install (or fund the cost of) a three-legged traffic signal at the intersection of Twin Peaks Road and Saguaro Peaks Boulevard. The Original DA also provides that the Developer and the Town may mutually choose to enter into a payment-in-lieu agreement for any or all of the Transportation Improvements the Developer is responsible for per the DA.

Payment-In-Lieu
The Developer has completed the Twin Peaks Design, in consultation and cooperation with the Town. The Town has procured a contractor under the construction manager at risk (CMAR) procurement method for the construction of Twin Peaks Road and now desires to construct Twin Peaks Road along Saguaro Bloom's boundary itself, with the Developer paying for its portion of the costs through the payment-in-lieu option from the Original DA. This proposed First Amendment to the DA sets forth the terms and conditions of the payment-in-lieu agreement and provides as follows:

- The Town will construct Twin Peaks Road and the Twin Peaks Road traffic signal and the Developer will pay for its portion of the costs, currently estimated to be $14,125,855.51, based on its obligations as set forth in the Original DA
- Within 60 days of the Effective Date of this First Amendment, the Developer shall either pay a cash deposit for one-half of the full amount due ($7,062,927.75); or deposit with the Town an irrevocable standby letter of credit in the full anticipated amount of the payment-in-lieu due for construction
- If the Developer uses the cash deposit option, the Town will send the Developer written notice when the work is approximately 50% completed, and the Developer will then have 60 days to provide a second cash deposit for the remaining anticipated balance of the Developer's portion of the project
- If the Developer uses the letter of credit option, the Developer will pay monthly invoices provided by the Town for its portion of the construction costs

Development Impact Fees
Because the Twin Peaks Road project is included in the Town's Streets Facilities Infrastructure Improvements Plan (IIP) supporting development impact fees, per A.R.S. §9-463.05, the Developer is entitled to proportionate reimbursement of impact fees for the Twin Peaks Design, for previous dedication of right-of-way for the road, and for its payment-in-lieu for construction. The Developer has already paid over $6.5 million in streets impact fees for Saguaro Bloom. Thus, within 30 days of the Effective Date of this First Amendment, the Town will provide a $631,346 reimbursement to the Developer as credit toward the payment of the South Streets Facilities Development Impact Fee for costs associated with the already-completed Twin Peaks Design, and for the right-of-way the Developer dedicated for the road. If the Developer satisfies its payment-in-lieu obligations for construction of the road, the Developer will be entitled to further development impact fee reimbursements of $1,388,702.50 at 50% completion of the project, and another $1,388,702.50 upon completion of the project.

Financial Impact:

Fiscal Year:	2025
Budgeted Y/N:	Y

Amount: $42,997,556

Budget appropriation has been allocated at almost $43 million of expenditures for the Twin Peaks, Rattlesnake Pass Widening project in the FY 2024-2025 budget adopted by Council. The total amount includes almost $6.25 million of impact fee appropriations to address both the terms of this agreement and project costs.

Staff Recommendation:

Staff recommends approval of the Saguaro Bloom DA amendment.

Suggested Motion:

I move to adopt Resolution No. 2024-074, approving and authorizing the Mayor to execute the First Amendment to Development Agreement for the Saguaro Bloom Development Project.

Attachments

Resolution No. 2024-074
Exhibit A to Resolution
Original DA

MARANA RESOLUTION NO. 2024-074

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT

WHEREAS D.R. Horton, Inc. (the "Developer") is the current master developer of the Saguaro Bloom development project, located generally north of Twin Peaks Road, south of Lambert Lane, and west of Silverbell Road; and

WHEREAS the Town and the Developer's predecessors in interest entered into the Development Agreement for the Saguaro Bloom Development Project recorded in the office of the Pima County Recorder on July 22, 2011, at Sequence 20112030004 (the "Original DA"); and

WHEREAS the Town and the Developer have negotiated an amendment to the Original DA to address changed circumstances related to the construction of transportation improvements; and

WHEREAS the Mayor and Council find that entering into the First Amendment to the Development Agreement for the Saguaro Bloom Development Project is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the First Amendment to the Development Agreement for the Saguaro Bloom Development Project between the Town of Marana and the Developer attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out its terms, obligations, and objectives.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

First Amendment to Development Agreement for the Saguaro Bloom Development Project

Town of Marana, Arizona

This First Amendment to Development Agreement for the Saguaro Bloom Development Project (this "First Amendment") is entered into by and between the Town of Marana, an Arizona municipal corporation (the "Town"), D.R. Horton, Inc., a Delaware corporation (the "Developer") and Title Security Agency, LLC, a Delaware limited liability company, as trustee under Trust No. 201434-T, and not in its corporate capacity (the "Trust"). The Town, the Developer, and the Trust are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

Recitals

A. The Town, Marana 670, and Twin Peaks Development, Inc. entered into a "Development Agreement for the Saguaro Bloom Development Project," recorded in the Pima County Recorder's office on July 22, 2011, at Sequence 20112030004 (the "Original DA").

B. The Developer is the successor in interest to Marana 670 Holdings, LLC, an Arizona limited liability company ("Marana 670") and Twin Peaks Development, Inc., an Arizona corporation ("Twin Peaks Development").

C. The development project commonly known as Saguaro Bloom and referred to in this First Amendment as "Saguaro Bloom" consists of the land area legally described on Exhibit A to the Original DA and depicted on the map attached to the Original DA as Exhibit B.

D. The Developer is the master developer of Saguaro Bloom.

E. Title to the lots and blocks in Saguaro Bloom still beneficially owned by the Developer is held by the Trust.

F. This First Amendment amends the Original DA.

G. Paragraph 2.4.1 of the Original DA requires the Developer to prepare design plans and associated construction documents necessary for the reconstruction of Twin Peaks Road to its full four-lane arterial road cross-section from a point at the west boundary of Saguaro Bloom to the eastern intersection of Twin Peaks Road and Silverbell Road (the "Twin Peaks Design"), and provides that the Town and the Developer will confer as to the most appropriate location within the design scope to transition the design from a fourlane designation to a two-lane designation, west of the intersection of Twin Peaks Road and Saguaro Highlands Drive.

H. Paragraph 2.4.2 of the Original DA requires the Developer to construct Twin Peaks Road to one-half of its four-lane arterial road cross-section along the entire frontage of Saguaro Bloom from its west boundary to its east boundary.

I. Paragraph 2.4.3 of the Original DA requires the Developer to design, construct and install (or fund the cost of) a three-legged traffic signal at the intersection of Twin Peaks Road and Saguaro Peaks Boulevard when it builds the Twin Peaks Road improvements.

J. The final Twin Peaks Design has been completed and provides that the transition from a four-lane designation to a two-lane designation shall occur at the intersection of Twin Peaks Road and Saguaro Highlands Drive, so that Twin Peaks Road will be a two-lane road west of Saguaro Highlands Drive.

K. Paragraph 3.4.4 of the Original DA provides that the Developer shall commence construction of its half-street improvements for Twin Peaks Road within 90 days after receipt of the Town's written notice to the Developer to begin construction of the Twin Peaks Road improvements.

L. Paragraph 3.4.4 of the Original DA also provides that the Town will give written notice to the Developer to begin construction of the Twin Peaks Road improvements at the earlier of: (1) the issuance of the 1,200th single-family residential building permit within Saguaro Bloom, or (2) within one year after the Town notifies the Developer in writing that Twin Peaks Road exceeds 12,000 Average Daily Trips based on a current traffic report.

M. The Town has not issued written notice to the Developer to begin construction of the Twin Peaks Road improvements; however, the Town has issued more than 1,200 single-family residential building permits within Saguaro Bloom.

N. The Developer has designed and constructed (1) Lambert Lane in accordance with paragraph 2.4.4 of the Original DA and (2) Airline Road in accordance with paragraph 2.4.5 of the Original DA, both of which have been accepted by the Town.

O. Paragraph 2.4.6 of the Original DA provides that the Developer and the Town may mutually choose to enter into a payment-in-lieu agreement for any or all of the Transportation Improvements the Developer is responsible for pursuant to paragraph 2.4 of the Original DA.

P. The Town has procured a contractor under the construction manager at risk (CMAR) procurement method for the construction of Twin Peaks Road and now desires to construct Twin Peaks Road along Saguaro Bloom's boundary itself.

Q. On September 20, 2022, the Town Council adopted the Town's 2022 Streets Facilities Infrastructure Improvements Plan supporting development impact fees for streets facilities via adoption of Resolution No. 2022-100 (the "2022 Streets IIP"). The 2022 Streets IIP includes a project in the South Transportation Benefit Area (the benefit area Saguaro Bloom is located in) identified as Twin Peaks Road, four-lane collector from Saguaro Highlands Drive to Silverbell Road (the "Twin Peaks Road IIP Project").

R. The 2022 Streets IIP determined that $7,506,111.00 of the cost of the Twin Peaks Road IIP Project is attributable to new development and the subsequent revised South Streets Facilities Development Impact Fee for the South Transportation Benefit Area, adopted by Ordinance No. 2022.029 on December 20, 2022, was calculated using the amount of $7,506,111.00 for the Twin Peaks Road IIP Project.

S. Paragraph 5.2 of the Original DA provides that based on the cost identified in the infrastructure improvements plan supporting a Town-adopted development impact fee, the Town shall provide a credit toward the payment of the Town-adopted development impact fee for the Developer's or the Developer's predecessor-in-interest's dedication of public sites, and construction or installation of improvements and other necessary public services (or in-lieu payments) included in the Town's infrastructure improvements plan supporting the Town-adopted development impact fee and for which a Town-adopted development impact fee is assessed.

T. The Parties acknowledge and agree that this First Amendment is a "development agreement" within the meaning of, and entered into pursuant to, the terms of A.R.S. § 9500.05, in order to facilitate the development of Saguaro Bloom.

U. The Parties desire to amend the Original DA to memorialize their agreement concerning the construction of Twin Peaks Road.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this First Amendment, the Parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Town construction of Twin Peaks Road.** In lieu of the Developer's construction of Twin Peaks Road as required by paragraph 2.4.2 of the Original DA and the Twin Peaks Road traffic signal as required by paragraph 2.4.3 of the Original DA, the Town will construct Twin Peaks Road and the Twin Peaks Road traffic signal and the Developer will pay for its portion of the costs, based on its obligations as set forth in the Original DA, pursuant to the payment-in-lieu provision set forth in paragraph 2.4.6 of the Original DA, and as set forth in this paragraph. The Developer's payment-in-lieu as described in this paragraph constitutes full satisfaction of the Developer's obligations to design, construct and install Twin Peaks Road as required by paragraph 2.4.2 of the Original DA and the Twin Peaks Road traffic signal as required by paragraph 2.4.3 of the Original DA.

a. The Town shall construct Twin Peaks Road using a construction-manager-at-risk form of procurement authorized by A.R.S. § 34603. The Town's construction manager procured for the construction of Twin Peaks Road is referred to in this First Amendment as the "CMAR." The Town has selected a contractor for CMAR for the Twin Peaks Road construction. The guaranteed maximum price (GMP) contract with the CMAR will include the following: "D. R. Horton, Inc. ("Developer") is an intended third party beneficiary of this Contract and is entitled to the benefits of any Contractor, subcontractor, or supplier representations, warranties, guaranties, and indemnities,

including, without limitation, the right to enforce all such provisions; and Developer and its affiliates and their directors, officers and employees shall be named as additional insureds on the commercial general liability and automobile liability insurance policies required under the Contract, and as additional insureds, Developer and its affiliates and their directors, officers and employees shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor, and Contractor shall deliver to Developer additional insured endorsement(s) along with the certificate(s) of insurance required under the Contract."

b. As part of the Town's preconstruction services contract with the CMAR, the Town obtained from the CMAR a guaranteed maximum price (GMP) for the construction of Twin Peaks Road (the "Total GMP"). The Total GMP consists of the following two separate GMPs:

i. A GMP for (1) construction of one-half of Twin Peaks Road's four-lane arterial road cross-section from Saguaro Highlands Drive to a point 1,740 feet east of the eastern boundary of Saguaro Bloom, (2) reconstruction of the two-lane section of Twin Peaks Road from Saguaro Highlands Drive west to the western boundary of Saguaro Bloom as set forth in the Twin Peaks Design, and (3) construction of a three-legged traffic signal at the intersection of Twin Peaks Road and Saguaro Peaks Boulevard, excluding any costs associated with elements of construction required by the Town, Pima County, or any other governmental authority to protect or accommodate native species (the "Saguaro Bloom GMP").

ii. A GMP for construction of the remaining one-half of Twin Peaks Road's four-lane arterial road cross section from Saguaro Highlands Drive to a point 1,740 feet east of the eastern boundary of Saguaro Bloom, as well as for the full four-lane arterial road cross section from a point 1,740 feet east of the eastern boundary of Saguaro Bloom to the eastern intersection of Twin Peaks Road and Silverbell Road (the "Town GMP").

3. **Developer's payment-in-lieu**

a. The Developer has paid for its proportionate share of preconstruction services costs for the Saguaro Bloom GMP and will not be responsible for any additional preconstruction services costs.

b. The Developer shall be responsible to pay all costs associated with the construction of the roadway segments and traffic signal to be constructed pursuant to the Saguaro Bloom GMP, currently anticipated to be $14,125,855.51.

i. The Developer will not be responsible for any interest, damages, or other penalties caused by the Town's actions or inactions with respect to the Saguaro Bloom GMP.

ii. The Developer will be responsible for any interest, damages, or other penalties caused by the Developer's actions or inactions with respect to the Saguaro Bloom GMP.

c. The Town shall be responsible to pay all costs associated with the construction of the roadway segments to be constructed pursuant to the Town GMP, currently anticipated to be $20,873,120.87.

d. The Total GMP, the Saguaro Bloom GMP, and the Town GMP shall only be adjusted for unforeseen conditions that could not have been anticipated and changes in the scope of the work. A change in scope is an owner-directed change in quality, size, or system.

i. The Town shall not approve any adjustments to the Saguaro Bloom GMP with respect to unforeseen conditions that could not have been anticipated without the written consent of the Developer, which shall not be unreasonably withheld.

ii. The Town shall not approve any adjustments to the Saguaro Bloom GMP with respect to changes in the scope of the work that increase the Saguaro Bloom GMP without the written consent of the Developer. For changes in the scope of work that are necessary to ensure the safety of the traveling public or that are an engineering requirement to properly construct the roadway or storm drainage system to Town standards, the Developer's consent shall not be unreasonably withheld. For any other change in the scope of work, the Developer may give or withhold consent in the Developer's sole discretion.

iii. All GMP savings resulting from a lower actual project cost than anticipated by the CMAR will accrue to the Developer for savings associated with the Saguaro Bloom GMP and to the Town for savings associated with the Town GMP.

e. As of the date of this First Amendment, the Developer has paid more than $6,500,000.00 in South Streets Facilities Development Impact Fees for Saguaro Bloom. Pursuant to A.R.S. §9-463.05 and paragraph 5.2 of the Original DA, the Developer is entitled to the following credits toward the South Streets Facilities Development Impact Fee:

i. $383,846.29 for costs associated with the already-completed Twin Peaks Design; and

ii. $247,500.00 for right-of-way dedicated for Twin Peaks Road; and

iii. $2,777,405.00 for the Developer's future payment-in-lieu for construction of Twin Peaks Road.

f. Within 30 days of the Effective Date, the Town will pay the Developer $631,346.29 as credit toward the payment of the South Streets Facilities Development Impact Fee for costs associated with the already-completed Twin Peaks Design, and for right-of-way dedicated for Twin Peaks Road, as described in subparagraph 3(e), above.

g. Within 60 days of the Effective Date, the Developer shall do one of the following:

i. Pay to the Town $7,062,927.75, onehalf of the Developer's payment-in-lieu due for the Saguaro Bloom GMP (the "First Cash Deposit"); or

ii. Deposit with the Town an irrevocable standby letter of credit in the full anticipated amount of the payment-in-lieu due for the Saguaro Bloom GMP ($14,125,855.51), naming the Town as beneficiary from a bank or financial institution reasonably acceptable to the Town and in a form reasonably acceptable to the Town (the "Letter of Credit"). The following banks or financial institutions are approved by the Town: Bank of America, NA, JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, KeyBank, N.A., Western Alliance Bank, U.S. Bank, National Association, or another financial institution that is a member of the New York Clearing House or a financial institution that is a commercial bank or trust company having a net worth (including affiliates) of at least One Billion and No/100 Dollars ($1,000,000,000.00).

h. If the Developer pays the First Cash Deposit:

i. The Developer shall pay the remaining one-half due, $7,062,927.75, within 60 days after the Developer's receipt of written notice from the Town that the Saguaro Bloom GMP work is approximately 50% completed (collectively, the two cash deposits are referred to as the "Cash Deposits"). If the Developer pays the Cash Deposits, the Town will deposit the Cash Deposits in either a separate account within the Town's General Fund or a separate book or ledger entry designation for the purpose of constructing Twin Peaks Road.

ii. Without limiting the Developer's reimbursement rights under A.R.S. §9463.05, if the Developer paid the First Cash Deposit and otherwise complies with Section 3(b)(ii) and Section 3(d)(ii) related to the required payment-in-lieu for construction of Twin Peaks Road, at the time that the Town provides to the Developer the notice described in subparagraph 3(h)(i) above (or thereafter if Developer cures any such non-performance), the Town will pay the Developer $1,388,702.50, one-half of the credit toward the South Streets Facilities Development Impact Fee for the Developer's payment-in-lieu for construction of Twin Peaks Road.

i. If the Developer delivers the Letter of Credit:

i. The Town shall provide the Developer with monthly invoices for the Saguaro Bloom GMP, together with reasonable supporting information, such as payment applications and conditional lien waivers. The Developer will pay to the Town the amount due under each monthly invoice for the Saguaro Bloom GMP (not to exceed in the aggregate $14,125,855.51 plus or minus any adjustments for unforeseen conditions that could not have been anticipated and changes in the scope of the work, in each case that were approved by Developer as provided in subparagraph 3(d) above) within 30 days after receipt of the monthly invoice (the "Monthly Payments"). Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full. Additionally, if the Developer

fails to timely pay any monthly invoice and the failure continues for 15 days after written notice thereof from the Town to the Developer, the Town may draw upon the entire sum of the Letter of Credit and hold such monies as part of the Cash Deposits.

ii. Without limiting the Developer's reimbursement rights under A.R.S. §9463.05, if the Developer deposited the Letter of Credit and paid the Monthly Payments (or Town draws down the Letter of Credit to make the Monthly Payments), and Developer otherwise complies with Section 3(b)(ii) and Section 3(d)(ii) related to the required payment-in-lieu for construction of Twin Peaks Road, the Town will pay the Developer $1,388,702.50, one-half of the credit toward the South Streets Facilities Development Impact Fee for the Developer's payment-in-lieu for construction of Twin Peaks Road when the Town determines that the Saguaro Bloom GMP work is approximately 50% completed (or thereafter if Developer cures any such non-performance).

j. No later than 60 days after final completion of the Twin Peaks Road construction, including the Twin Peaks Road traffic signal, the Town shall provide to the Developer a final itemized statement of the actual construction costs and a check or invoice representing the difference between the actual Saguaro Bloom GMP construction costs and the Cash Deposits, or, if the Developer delivered the Letter of Credit and the actual Saguaro Bloom GMP construction costs were paid in full, the Town will notify the Letter of Credit issuer to terminate the Letter of Credit. If the Developer's Cash Deposits or Monthly Payments (or the Town's draws under the Letter of Credit, if applicable) were insufficient to cover the Developer's obligations for the Saguaro Bloom GMP due to adjustments for unforeseen conditions that could not have been anticipated and changes in the scope of the work, in each case that were approved by Developer pursuant to subparagraph 3(d) above, the Developer shall pay the Town the balance of the Saguaro Bloom GMP construction costs as set forth in the invoice within 30 days after the itemized statement and invoice are provided to the Developer. Any amounts unpaid after 30 days shall accrue simple interest at the rate of 10% per year until paid in full. Upon the Developer's payment of the balance of the Saguaro Bloom GMP construction costs as set forth in the invoice, the Town will notify the Letter of Credit issuer to terminate the Letter of Credit.

k. Without limiting the Developer's reimbursement rights under A.R.S. §9463.05, If the Developer paid the First Deposit and the Second Deposit or deposited the Letter of Credit and paid the Monthly Payments (or Town draws down the Letter of Credit to make the Monthly Payments), and Developer otherwise complies with Section 3(b)(ii) and Section 3(d)(ii) related to the required payment-in-lieu for construction of Twin Peaks Road, at the time the Town provides to the Developer the statement described in subparagraph 3(j) above (or thereafter if Developer cures any such non-performance), the Town will pay the Developer $1,388,702.50, the remaining one-half of the credit toward the South Streets Facilities Development Impact Fee for the Developer's payment-in-lieu for construction of Twin Peaks Road.

4. **Saguaro Springs CFD.** Town represents and warrants that construction of the Twin Peaks Road improvements and the Twin Peaks Road Traffic Signal improvements were procured in accordance with Title 34 of the Arizona Revised Statutes and the Town's procurement code. The Developer's costs associated with the construction of the roadway segments and traffic signal to be constructed pursuant to the Saguaro Bloom GMP, including, without limitation, the payment-in-lieu for the Twin Peaks Road improvements and the Twin Peaks Road Traffic Signal improvements will be eligible for reimbursement from Saguaro Springs CFD general obligation, special assessment, and revenue bond proceeds at the request of the Developer, subject to the limitations, terms and provisions of the CFD Development Agreement and all provisions of paragraph 4.9 of the Original DA. Town will cooperate with Developer and the Saguaro Springs CFD to provide all documentation, certificates, and other agreements and information requested by the Saguaro Springs CFD Engineer or the Saguaro Springs CFD to corroborate the costs and to comply with the CFD Development Agreement.

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

a. Paragraph 2.4.2 of the Original DA, including its subparagraphs 2.4.2.1 through 2.4.2.3, is hereby deleted in its entirety and replaced with the following:

> Twin Peaks Road Construction. The Developer shall be responsible for all costs associated with the construction of Twin Peaks Road to one-half of its four-lane arterial road cross-section from Saguaro Highlands Drive to a point 1,740 feet east of the eastern boundary of Saguaro Bloom as set forth in the Twin Peaks Design. The Developer shall also be responsible for all costs associated with reconstruction of the two-lane section of Twin Peaks Road from Saguaro Highlands Drive west to the western boundary of Saguaro Bloom as set forth in the Twin Peaks Design. For purposes of this paragraph, "costs" include all grading, drainage, utility relocation, landscaping, irrigation, and road construction costs, but does not include (i) costs associated with elements of construction required by the Town, Pima County, or any other governmental authority to protect or accommodate native species, or (ii) costs to acquire rights-of-way and easements necessary to construct the Twin Peaks Road improvements. The Town shall indemnify and hold harmless the Developer from and against all construction claims and third-party claims resulting from the Town's failure to secure property rights needed for the construction.

b. Paragraph 2.4.3 of the Original DA is deleted in its entirety and replaced with the following:

> Twin Peaks Road Traffic Signal. The Developer shall be responsible for all costs associated with the design, construction and installation of a three-legged traffic signal at the intersection of Twin Peaks Road and Saguaro Peaks Boulevard as a part of the Twin Peaks Road construction, excluding (i) any costs associated with elements of construction required by the Town, Pima County, or any other governmental authority to protect or accommodate native species, and (ii) any

costs to acquire rights-of-way and easements necessary to construct the traffic signal improvements. The Town shall indemnify and hold harmless the Developer from and against all construction claims and third-party claims resulting from the Town's failure to secure property rights needed for the construction.

c. Paragraph 3.4.4 of the Original DA is hereby deleted in its entirety.

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

7. **Term.** This First Amendment shall become effective (the "Effective Date") upon the date of recording. The term of this First Amendment shall begin on the Effective Date and shall terminate concurrently with the termination of the Original DA.

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

9. **Binding effect.** This First Amendment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

10. **Cancellation for conflict of interest.** This First Amendment is subject to A.R.S. § 38511, which provides for cancellation in certain instances involving conflict of interest.

11. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

12. **Good standing.** The Developer represents and warrants to the Town that it is duly formed and validly existing and authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this First Amendment under applicable state laws.

13. **Authority.** Each Party represents and warrants that the individual executing this First Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

14. **Governing law.** This First Amendment is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

15. **Interpretation.** This First Amendment has been negotiated by the Parties, and no Party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any Party. If there is a conflict between the terms and provisions of this First Amendment and the Original DA, the terms and provisions of this First Amendment will govern and prevail.

[SIGNATURE PAGE FOLLOWS]

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

The "Developer":

D.R. HORTON, INC., a Delaware corporation

By:_____
Blake Davis, Vice President

Date: _____

The "Trust":

TITLE SECURITY AGENCY, LLC, a Delaware limited liability company, as trustee under Trust No. 201434-T, and not in its corporate capacity

By:_____
Ronda Tatro, Trust Officer

Date: _____

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me on_____, 2024, by Blake Davis, the Vice President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me on_____, 2024, by Ronda Tatro, the Trust Officer of TITLE SECURITY AGENCY, LLC, a Delaware limited liability company, as trustee under Trust No. 201434-T, and not in its corporate capacity.

(Seal)

_____
Notary Public

F. ANN RODRIGUEZ, RECORDER
Recorded By: JCC
DEPUTY RECORDER
305

SMARA
TOWN OF MARANA
TOWN CLERK
11555 W CIVIC CENTER DR BLDG A3
MARANA AZ 85653

SEQUENCE: 20112030004
NO. PAGES: 47
AG 07/22/2011
9:10
MAIL
AMOUNT PAID: $29.00

WHEN RECORDED, RETURN TO:

Town Clerk
TOWN OF MARANA
11555 North Civic Center Drive
Building A3
Marana, Arizona 85653

DEVELOPMENT AGREEMENT FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT

Town of Marana, Arizona
Marana 670 Holdings, LLC

{00025853.DOC / 7}

DEVELOPMENT AGREEMENT FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is made by and between the **TOWN OF MARANA**, an Arizona municipal corporation (the "Town"), **MARANA 670 HOLDINGS, LLC**, an Arizona limited liability company (the "Owner"), and **TWIN PEAKS DEVELOPMENT, INC.**, an Arizona corporation ("Twin Peaks Development"). The Town, the Owner, and Twin Peaks Development are sometimes collectively referred to as the "Parties," any one of which is sometimes individually referred to as a "Party."

RECITALS

A. The Owner is the current owner of the real property within the corporate limits of the Town, as legally described on Exhibit A and depicted on the map attached hereto as Exhibit B (the "Property"), now known by the name "Saguaro Bloom" and formerly known as "Saguaro Springs" (the "Development" or "Project").

B. Portions of the Property have been subdivided into 541 residential lots (the "Lots"), and various improvements, including utilities, roads, sidewalks and curbs (the "Existing Improvements") have been installed to serve the Lots. There are substantial property damages to a number of the Existing Improvements arising from the construction thereof, and the Owner expects to either remediate the damages or to bear the cost of causing such remediation to be completed in connection with a sale of the Lots. The Town will require remediation of property damages to any Existing Improvements that are public infrastructure improvements before they will be accepted by the Town. The Owner is holding the remainder of the Property for investment purposes and does not have any present intent to develop the Property for its own account, but the Owner and all subsequent owners of the Property shall be bound by all terms and conditions of this Development Agreement applicable to the "Owner."

C. The Owner has entered into an option agreement with Twin Peaks Development granting Twin Peaks Development an exclusive option to purchase, for the purpose of development and/or resale to builders, all or a portion of the Property, which option agreement is evidenced by that certain Memorandum of Option Agreement recorded in the Pima County Recorder's office at Sequence Number 20111990251. All entities that develop the Property, including the Owner and Twin Peaks Development if and to the extent the Owner or Twin Peaks Development decides to develop the Property, are referred to in this Agreement as the "Developer."

D. The Project is the subject of a block subdivision plat titled "Saguaro Springs Blocks 1 thru 10 & A thru D and Lots 1 thru 9 & A and B," recorded in the Pima County Recorder's office at Book 58 of Maps and Plats Page 23, and referred to in this Development Agreement as the "Saguaro Springs Block Plat."

E. The Property includes all of the Saguaro Springs Block Plat except the following, which are collectively referred to in this Development Agreement as the "Excluded Property":

(i) Block 10 as depicted on the Saguaro Springs Block Plat, and

(ii) That part of Block 8 as depicted on the Saguaro Springs Block Plat specifically described as Lots 17 through 45, 87 through 95, and 99 through 130 of Saguaro Springs Block 8A according to the subdivision recorded in the Pima County Recorder's office at Book 62 of Maps and Plats, Page 7.

F. The Town and Best Associates II, LLC previously entered into that certain "Development Agreement" recorded in the Pima County Recorder's office on May 18, 1998 in Docket 10798 at Page 663 (the "Original Development Agreement") regarding the Property and the Project. The Original Development Agreement was amended by a "First Amendment to Development Agreement" recorded in the Pima County Recorder's office on July 23, 1999 in Docket 11095 at Page 1615 (the "First Amendment to the Original Development Agreement"). The Original Development Agreement, as amended by the First Amendment to the Original Development Agreement, was replaced in its entirety by that certain "Amended and Restated Development Agreement" recorded in the Pima County Recorder's office on April 12, 2004 in Docket 12278 at Page 3092, which was amended pursuant to that certain "First Amendment to Amended and Restated Development Agreement" recorded in the Pima County Recorder's office on December 12, 2005 in Docket 12698 at Page 3669 (collectively the "Prior Development Agreement").

G. The Property is the same as described in Exhibit A-1 to the Prior Development Agreement with the exception of the Excluded Property and the lands that have been dedicated to the public since the execution of and in furtherance of the Prior Development Agreement.

H. The Parties desire to restate in its entirety the Prior Development Agreement and intend that this Development Agreement shall replace and supersede the Prior Development Agreement in its entirety with respect to the Property.

I. The Parties desire to enter into this Development Agreement to establish, among other things, the types of land uses, locations, densities and intensities of such land uses, and community character of the Property, and to provide for, among other things, the development of a variety of housing and recreation/open space opportunities, as such development may be modified by subsequent land use plans.

J. The Parties desire that the Property be developed in accordance with the following (the "Development Criteria"):

(i) The Marana Land Development Code (the "MDC")

(ii) The zoning designations, stipulations, conditions and restrictions for the Property as detailed in the following (collectively the "Zoning Ordinances"):

(a) Town Ordinance No. 97.04, passed and adopted February 18, 1997

(b) Town Ordinance No. 99.14, passed and adopted May 18, 1999 and recorded in the Pima County Recorder's office on June 11, 1999 in Docket 11066 at Page 501

(c) Town Ordinance No. 2005.14, passed and adopted November 15, 2005 and recorded in the Pima County Recorder's office on November 18, 2005 in Docket 12683 at Page 4068

K. The Parties acknowledge that this Development Agreement is intended to be consistent with the Development Criteria, and operates for the benefit of the Town, the Owner, the Developer, and the general public.

L. The Parties acknowledge and agree that this Development Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of A.R.S. § 9-500.05, in order to facilitate the development of the Property by providing for, among other things, conditions, terms, restrictions, and requirements for the construction and installation of public infrastructure, as more particularly described in the Infrastructure Plan (as defined in Section 2.1 be-

low); the phasing over time of construction or development on the Property; and other matters related to the development of the Property.

M. The Parties acknowledge that the development of the Property pursuant to this Development Agreement is consistent with the portions of the Town's General Plan applicable to the Property and will result in planning and economic benefits to the Town and its residents, by, among other things, (i) requiring development of the Property consistent with the Development Criteria, (ii) increasing revenues to the Town based on improvements to be constructed within the Property, and (iii) creating jobs through work to be performed in development of the Property.

N. The Town acknowledges that the Owner and the Developer, in connection with the development of the Property, are relying upon the rights conferred upon the Owner and the Developer pursuant to this Development Agreement and the Prior Development Agreement, including without limitation the vested rights created by this Development Agreement.

O. The Property is subject to a community facilities district (the "Saguaro Springs CFD") formed under the authority of Arizona Revised Statutes Title 48 Article 6 (A.R.S. §§ 48-701 through 48-725) pursuant to:

(i) The "Notice of Formation of Saguaro Springs Community Facilities District" recorded in the Pima County Recorder's office on November 28, 2007 in Docket 13190 at Page 1244;

(ii) Town Resolution No. 2007-152 "Ordering and Declaring Formation of Saguaro Springs Community Facilities District; Approving and Authorizing the Execution and Delivery of a District Development, Financing Participation and Intergovernmental Agreement (Saguaro Springs Community Facilities District)" recorded in the Pima County Recorder's office on November 28, 2007 in Docket 13190 at Page 1248; and

(iii) The "General Plan for the Proposed Saguaro Springs Community Facilities District" recorded in the Pima County Recorder's office on November 28, 2007 in Docket 13190 at Page 1277.

P. The Owner, the Developer, the Town, and the Saguaro Springs CFD anticipate entering into a future "District Development, Financing Participation and Intergovernmental Agreement" governing the Saguaro Springs CFD's financing and acquisition of certain public infrastructure in or benefiting the Project. This future agreement is referred to in this Development Agreement as the "CFD Development Agreement."

Q. The Owner's predecessor-in-interest has dedicated to the Town an approximately 29.26 acre park site (the "Park Site") within the Project, consisting of Saguaro Springs Block Plat Block A (Retention/Detention Basin), encompassing approximately 22.59 acres (the "Basin"), and approximately 6.67 acres of the adjoining Saguaro Springs Block Plat Block 5.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Development Agreement, the Parties hereby agree as follows:

Article 1. Development of the Property

1.1. Development in Accordance with the Development Criteria. The Property shall be developed in accordance with the Zoning Ordinances, which (in conjunction with the MDC) set

forth the basic land uses, densities, and intensities of such land uses as presently authorized for the Property and the development regulations related to it. The Developer may (i) implement and proceed with development of the Property in a manner consistent with the Zoning Ordinances, and (ii) proceed through the legally required development process and request the customary approvals necessary to permit the Developer to implement the Zoning Ordinances. Upon compliance by the Developer with the development review and approval process as set forth in the MDC and other Town ordinances, rules, regulations, and state and federal laws, the Town agrees to approve or issue such permits, plans, specifications, and/or plats of or for the Property as may be requested by the Developer and which are consistent with the Zoning Ordinances and the MDC. The Development Criteria constitute a protected development right plan (as defined in A.R.S. § 9-1201, paragraph 4).

1.2. Development Approvals. The Town will cooperate with the Owner and the Developer in good faith with regard to any rezoning requests or other development approvals, so long as the total residential density within the Property does not exceed 2,509 units.

1.3. Zoning Conditions. As a condition to the Developer's ability to develop the Project in accordance with the Development Criteria, the Developer shall fulfill all conditions to development in the Zoning Ordinances. The Property includes areas currently zoned R-6 Residential, R-36 Residential, Zone C Large Lot Zone, and Zone F Specific Plan (Saguaro Springs Specific Plan) under the MDC. The MDC zoning regulations applicable to these zones in effect as of the date of this Development Agreement are attached to and incorporated by this reference in this Development Agreement as Exhibit C (Current MDC R-6 Residential zoning regulations), Exhibit D (Current MDC R-36 Residential zoning regulations) Exhibit E (Current Zone C Large Lot Zone zoning regulations), and Exhibit F (Current Zone F Specific Plan (Saguaro Springs Specific Plan) zoning regulations). The Developer shall be permitted to develop the Property consistent with the less restrictive of the MDC zoning regulations for these zones in effect as of the date of this Development Agreement or the zoning regulations for these zones in effect at the time development occurs.

1.4. Amendments to Plans and Development Agreement. The Parties agree to cooperate and in good faith pursue any amendments to this Development Agreement that are reasonably necessary to accomplish the intent and purposes of the Zoning Ordinances and to facilitate the development of the Property in light of any changes in development requirements.

1.5. Residential Design. The Project shall adhere to the standards set forth in sections 8.06.07, 8.06.08, 8.06.09, and 8.06.10 of the Town's residential design ordinance, Ordinance No. 2005.18 adopted September 19, 2005, and recorded in the Pima County Recorder's office on September 23, 2005 at Docket 12645, Page 413, with the following exceptions:

1.5.1. A total of 60% of the detached homes in the Project may have two stories.

1.5.2. All of the homes in the Project (single-story and two-story) shall consist of four-sided design as approved by the Planning Director.

1.6. Outside Consultants. If the Town is unable to provide sufficient personnel (either in-house staff or outside consultants to the Town) to review plans and other materials ("Submitted Materials") within the time desired by the Developer, the Developer may agree in writing to pay the direct costs incurred by the Town to retain such consultants or other experts as the Town may reasonably deem necessary to review the Submitted Materials on behalf of the Town. Such con-

sultants or experts shall be mutually selected by the Town and the Developer from a list of Town-approved on-call consultants. The Developer acknowledges that the consultant's or expert's recommendations will be subject to review and approval by Town Staff and that the Town shall not be bound by any of the consultant's or expert's recommendations unless adopted by the Town official having final approval rights on each of the Submitted Materials. The Developer shall indemnify and hold the Town harmless from any claims relating to any costs for consultants or experts that the Developer agrees in writing to pay.

1.7. School Site. The Owner's predecessor-in-interest dedicated a school site to the Marana Unified School District ("MUSD") within the exterior boundary of the Project for the location of an elementary school. To the best of the Town's knowledge, the dedication of the school site fulfills the Owner's and the Developer's obligations to MUSD regarding schools. The dedication of the school site fulfills the Owner's and the Developer's obligations to the Town regarding schools and the Town agrees that no additional payment or other compensation to MUSD is necessary to comply with the Town's requirements.

1.8. Acceptance of Improvements. The Town Engineer shall schedule a Town Council agenda item for Town acceptance of public infrastructure improvements (or, if the Town's procedures are revised such that the Town's acceptance of public infrastructure improvements no longer require Town Council approval, the Town shall accept public infrastructure improvements) within 30 days after the Developer submits to the Town Engineer a completed public infrastructure close-out package conforming to the requirements set forth in MDC section 06.06 (or its successor provision).

1.9. Developer's Warranty. The Developer shall warrant the materials and workmanship of all public infrastructure improvements for a period of thirteen months after the date of the Town Engineer's receipt of a complete close-out package (see Section 1.8 above).

Article 2. Infrastructure Improvements

2.1. Infrastructure Plan. The approved Infrastructure Plan for the Property consists of the infrastructure improvements described in this Article. The Developer may implement and phase the infrastructure improvements to the Property in conformance with the Infrastructure Plan, the phasing described in Article 3 below, and all other requirements of this Development Agreement.

2.2. Construction of Infrastructure Improvements. As a condition to the Developer's development of the Project, the Developer, at its sole cost, shall cause the items of public infrastructure described in the Infrastructure Plan (the "Infrastructure Improvements") to be constructed as approved by the Town with respect to development of all or any portion of the Property. The Infrastructure Improvements shall be constructed in accordance with the requirements for construction of infrastructure improvements similar to the proposed construction.

2.3. Infrastructure Plan Amendment. The Parties acknowledge that amendments to the Infrastructure Plan may be necessary from time to time to reflect changes in market conditions, development financing and/or to meet the new requirements of one or more of the potential users or builders of any part of the Property, or as more detailed information becomes available. If and when the Parties find that changes or adjustments are necessary or appropriate, the Parties agree to cooperate in good faith to effectuate such changes or adjustments through amendments to the Infrastructure Plan. Minor amendments shall require the approval of the Town Engineer and the

Town Manager, without prior notice or hearing to the public. Major amendments shall require the approval of the Town Council.

2.4. Transportation Improvements. The Developer shall have the following responsibilities with respect to the transportation improvements described below (the "Transportation Improvements"), to be phased with the Subdivision Improvements and Infrastructure Improvements pursuant to Article 3 below:

2.4.1. Twin Peaks Road Design. In consultation with and under direction of Town Staff, the Developer shall prepare design plans and associated construction documents necessary for the reconstruction of Twin Peaks Road to its full four-lane arterial road cross-section ("Twin Peaks Design"), as determined by the Town in consultation with Pima County. The currently anticipated four-lane arterial road cross-section is shown on Exhibit G. The Twin Peaks Design shall run from a point at the west boundary of the Project to the eastern intersection of Twin Peaks Road and Silverbell Road (the intersection where Safeway is currently located). The Town and the Developer will confer as to the most appropriate location within the design scope to transition the design from a four-lane designation to a two-lane designation, west of the intersection of Twin Peaks Road and Saguaro Highlands Drive. Within the Twin Peaks Design area, the design of turn lanes and storage lengths on Twin Peaks Road and intersecting roadways shall be based on recommendations made in the Town-approved December 2004 Traffic Impact Analysis prepared for the Project, or any subsequent versions that may be provided by the Developer and accepted by the Town.

2.4.2. Twin Peaks Road Construction. The Developer shall design and construct Twin Peaks Road to one-half of its four-lane arterial road cross-section along the entire frontage of the Project from its west boundary to its east boundary.

2.4.2.1. The scope of construction shall include the installation of westbound right-turn lanes and eastbound left-turn lanes at Twin Peaks Road's intersection with Saguaro Peaks Boulevard and Saguaro Highlands Drive.

2.4.2.2. The Developer and the Town may mutually elect to construct interim improvements to provide a more functional condition prior to the completion of permanent Twin Peaks Road construction.

2.4.2.3. The Developer shall not be responsible for costs associated with elements of construction required by the Town, Pima County, or any other governmental authority to protect or accommodate native species.

2.4.3. Twin Peaks Road Traffic Signal. The Developer shall design, construct and install (or fund the cost of) a three-legged traffic signal at the intersection of Twin Peaks Road and Saguaro Peaks Boulevard when it builds the Twin Peaks Road improvements (see Section 3.4.4 below).

2.4.4. Lambert Lane. The Developer shall design and construct Lambert Lane from Airline Road to a point 4,900 feet east of Airline Road to the Town's standards for a two-lane rural collector, as shown on the cross-section set forth in Exhibit H, including:

2.4.4.1. Realignment of the curved segment of Lambert Lane located between 4,130 feet and 4,900 feet east of Airline Road;

2.4.4.2. Addition of westbound left-turn lanes at all of the Project's streets that intersect Lambert Lane; and

2.4.4.3. An eastbound right-turn lane at the intersection of Lambert Lane and Saguaro Peaks Boulevard.

2.4.5. Airline Road. The Developer shall design and construct Airline Road from Avra Valley Road to Lambert Lane to the Town's standards for a two-lane rural collector, as shown on the cross-section set forth in Exhibit H, including a southbound left-turn lane at the Lambert Lane intersection.

2.4.6. Payment in Lieu. The Developer and the Town may mutually choose to enter into a payment-in-lieu agreement for any or all of the Transportation Improvements.

2.5. Public Recreational Amenities. The Developer shall construct approximately 42 acres of "Public Recreational Amenities" within the area encompassed by the Saguaro Springs Block Plat, consisting of the Park (addressed in Section 2.6 below) and the Trails (addressed in Section 2.8 below).

2.6. The Park. The Developer shall design and construct public park improvements and amenities as depicted on Exhibit I attached to this Development Agreement (the "Park") on the Park Site consistent with the less restrictive of the Town's Parks and Recreation Department Standard Specifications and Details for Park Development in effect as of the date of this Development Agreement or the Town's Parks and Recreation Department Standard Specifications and Details for Park Development in effect at the time development occurs, as follows:

2.6.1. The Parties will use their best efforts to enter into a "Park Master Planning Process" to address scope, amenities, budgeting, etc., of the Park, consistent with the following general principles:

2.6.1.1. The Developer shall not be required to contribute more than $2,500,000 toward the design and construction of the Park. This amount shall not include the value of the land dedicated for the Park.

2.6.1.2. Saguaro Springs Block Plat Block A (Retention/Detention Basin) (the "Basin") will provide approximately 20 acres of usable space for ball field development and other recreational amenities.

2.6.1.3. The athletic fields within the Park site shall be lighted in a manner consistent with the Town of Marana Lighting Ordinance.

2.6.1.4. The Basin bottom shall have a width of approximately 340 feet with slopes constructed at a 4 to 1 ratio (horizontal to vertical).

2.6.1.5. The Basin floor shall have a minimum slope of one-half of one percent (0.005%) and both the floor and slopes shall have a turf surface.

2.6.1.6. The approximately 6.67 acres of the adjoining Saguaro Springs Block Plat Block 5 may include parking, a ramada, restroom facilities, etc.

2.6.1.7. The Park Master Plan shall integrate the MUSD School Site and the portion of the Park located on Saguaro Springs Block Plat Block 5.

2.6.1.8. The Park Master Plan shall integrate with development for future Park phases, if any.

2.6.1.9. Unless otherwise agreed to by the Town and the Developer, the Park shall be accessed directly from Saguaro Highlands Drive, with no direct access allowed from residential lots by access gates or other means.

2.6.1.10. The size, dimensions, uses and other aspects of the Park may be modified by written memorandum signed by the Developer and the Town Manager.

2.6.2. Upon the conclusion of the Park Master Planning Process, the Developer shall submit landscape plans and improvements plans for the Park to the Town's Parks and Recreation Director for review and approval.

2.6.3. Upon completion of the Park (or Separately-Useable Portion) in accordance with the approved landscape plans and improvement plans, the Developer shall transfer ownership of all Park improvements (or the Separately-Useable Portion) to the Town by bill of sale or other documentation reasonably requested by the Town.

2.6.4. Sections 1.8 and 1.9 above shall apply with respect to the acceptance and warranty of the Park (or any Separately-Useable Portion).

2.6.5. The term "Separately-Useable Portion" shall refer to a phase or group of Park improvements which the Town Parks and Recreation Director or Town Manager agrees in writing are separately useable by and useful to the public without the completion of the remaining Park improvements.

2.6.6. Each homebuilder shall disclose in writing in its sales documents to residential home buyers within the Project that the athletic fields within the Park will be lighted. The disclosure may be included in the subdivision public report provided to home buyers as required by the Arizona Department of Real Estate. This notice obligation does not apply to resales by residential homeowners within the Project.

2.6.7. The final subdivision plats for Saguaro Springs Block Plat Blocks 2A, 4, 5 and 6 shall include a general note disclosing that the athletic fields within the Park will be lighted.

2.7. Drainage and Retention Areas. The Owner and its predecessors-in-interest have dedicated to the Town and have substantially completed construction of the drainage and retention areas depicted on the Saguaro Springs Block Plat as Block A, Block B, Block C, and Block D, consisting of about 75.75 acres of land (the "Drainage and Retention Areas"). Saguaro Springs Block Plat Block A, encompassing approximately 22.59 acres (the "Basin"), is part of the Park Site. The Drainage and Retention Areas shall provide open space to enhance the appearance of the Project.

2.8. The Trails. The Developer shall construct public trails (the "Trails") within the Drainage and Retention Areas in accordance with the following:

2.8.1. The Developer shall be given credit for 45 square feet of Public Recreational Amenities (see Section 2.5 above) for every linear foot of Trails constructed within the Drainage and Retention Areas.

2.8.2. Except as otherwise modified by written memorandum signed by the Developer and the Town Manager, primary Trails constructed within or adjacent to the Drainage and

Retention Areas shall be predominantly ten feet wide and shall be paved, and secondary Trails shall be less than ten feet wide and may be "soft trails" such as stabilized decomposed granite or equivalent materials.

2.8.3. All Trails shall incorporate adjoining landscaping but are not required to be fully improved "greenways."

2.8.4. Upon completion of the Trails, the Owner shall transfer ownership of all Trails improvements within the Drainage and Retention Areas to the Town by bill of sale or other documentation reasonably requested by the Town.

2.8.5. The Developer, the Saguaro Springs CFD, or any property owners association designated by the Developer shall be responsible for maintaining the Trails within the Drainage and Retention Areas so long as a valid landscaping license agreement remains in effect between the Town and such entity.

2.9. Median Landscaping. As a condition to the Developer's development of the Project, the Developer shall construct and install median landscaping within the Project in accordance with the Town's then applicable standards. Landscaping will be designed for low maintenance, employing native materials installed in a natural manner as opposed to more formal plantings that require a higher level of maintenance. Landscaping installed within rights-of-way adjoining and within the Project will be maintained by a property owners association or similar entity so long as a valid landscaping license agreement remains in effect between the Town and such entity.

2.10. ASLD Drainage Channel Improvements. The Owner's predecessor-in-interest, the Arizona State Land Department (the "ASLD"), and the Town are parties to that certain Drainage Channel Agreement dated September 2006 filed in ASLD File No. 56-111572 (the "Drainage Channel Agreement"), which provides that the developer will construct an off-site drainage outfall channel and associated improvements on the ASLD land immediately west of the Property (the "ASLD Drainage Channel Improvements"). The ASLD Drainage Channel Improvements are part of the Incomplete Infrastructure Improvements (see Section 2.11 below). The Town submitted to the ASLD an application for a ten-year right-of-way for drainage purposes. The Owner's predecessor-in-interest did not complete the ASLD Drainage Channel Improvements to the Town's satisfaction and, therefore, the ASLD never issued the right-of-way as provided by the Drainage Channel Agreement. The Owner, the Developer, and the Town shall promptly confer in good faith to determine a cost-effective and quality solution for completion of the ASLD Drainage Channel Improvements in accordance with Section 2.11 below and, thereafter, the Owner and/or the Developer will make application to ASLD for a right of entry, or such other instrument as ASLD may require, to complete the ASLD Drainage Channel Improvements. Following consultation with the ASLD, the Owner and/or the Developer, on behalf of the Town, will make a renewed right-of-way application with the ASLD for a drainage easement of ten or more years in the location of the ASLD Drainage Channel Improvements. The Owner and/or the Developer will pay all of the actual out-of-pocket costs and expenses incurred by the Town in connection with the acquisition of the right-of-way easement for drainage purposes, including, without limitation, application fees, surveying fees, engineering fees, inspection fees, and right-of-way acquisition costs, not otherwise paid to ASLD or bonded by the Owner's predecessor-in-interest. In connection with the right-of-way application, the Town will cooperate with the Owner, the Developer and ASLD to grant to ASLD development rights for the benefit of the re-

mainder of the ASLD land that are consistent with its improved development potential resulting from the ASLD Drainage Channel Improvements.

2.11. Incomplete Infrastructure Improvements. The Parties acknowledge that various Infrastructure Improvements and subdivision improvements were partially constructed by the Owner's predecessors-in-interest, or were not constructed by the Owner's predecessors-in-interest in accordance with the Town's approved plans and specifications. These improvements include Saguaro Peaks Boulevard and associated improvements, Saguaro Highlands Drive and associated improvements, public infrastructure improvements within Saguaro Springs Block Plat Blocks 8A, 8B and 4, an on-site system of drainage channels and associated improvements, the ASLD Drainage Channel Improvements and associated improvements, a water distribution system including in-ground infrastructure and well site, pump station and storage tank, and a wastewater collection system including in-ground infrastructure, lift station and force main (the "Incomplete Infrastructure Improvements"). As a condition to the Developer's development of the Project, the Developer shall complete or replace the Incomplete Infrastructure Improvements to the reasonable satisfaction of the Town based on industry standards for engineering, design, construction and utility of such classes of infrastructure improvements and the Town shall accept the applicable components of the Incomplete Infrastructure Improvements as public infrastructure and provide final approval and release of assurances for the applicable Incomplete Infrastructure Improvements. The Town and the Developer agree to confer in good faith toward cost-effective and quality solutions for completion or replacement of the Incomplete Infrastructure Improvements. The Developer may contract with outside consultants and/or conduct materials testing in an effort to best understand the current conditions and to identify the most cost-effective solutions for completion and/or remediation of the Incomplete Infrastructure Improvements. The Town agrees to consider and assess in good faith any such viable solutions so long as the solutions result in completed improvements that meet Town standards for acceptance, maintenance, performance and operation.

Article 3. Project Phasing.

3.1. Initial Phase. The first phase of the Project was originally intended to include 611 residential lots and associated improvements within Saguaro Springs Block Plat Blocks 8A, 8B, and 4. Phase 1A of the Project will now encompass Block 8B only. The Lots within Blocks 8A and 4 will comprise Phase 1B of the Project, either separately in either order or together. Phases 1A and 1B (the combination of Blocks 8A, 8B, and 4) contain 611 total residential lots.

3.2. Phase 1A - Block 8B. The following items shall be completed prior to the Town releasing the Developer from its subdivision assurances, including any partial subdivision assurance releases:

3.2.1. The completion of the Incomplete Infrastructure Improvements located within or directly benefiting Block 8B.

3.2.2. The completion of Saguaro Peaks Boulevard from Twin Peaks Road to Hidden Saguaro Trail.

3.2.3. The completion of Hidden Saguaro Trail from Saguaro Peaks Boulevard to its terminus at the drainage channel at the northeast corner of Block 8B.

3.2.4. Application of a slurry seal coating or some other form of roadway topping acceptable to the Town over all of Saguaro Highlands Drive, from Saguaro Peaks Boulevard to

Twin Peaks Road, and Saguaro Peaks Boulevard from Hidden Saguaro Trail to Saguaro Highlands Drive.

3.2.5. The completion of the Project's water Infrastructure Improvements in accordance with the separate water service agreement.

3.2.6. The completion of the Project's wastewater Infrastructure Improvements in accordance with the separate sewer service agreement.

3.2.7. The substantial completion of functional Project on-site drainage Infrastructure Improvements, excluding non-drainage infrastructure located in the Drainage and Retention Areas (such as landscaping, Trails, the Park, open space, etc.).

3.2.8. The completion of the ASLD Drainage Channel Improvements.

3.3. Phase 1B - Block 4 and/or 8A. The Developer intends to develop residential lots in Block 8A and/or Block 4 sequentially in either order or together as the market dictates as Phase 1B of the Project. The following items shall be completed prior to the Town releasing the owner from its subdivision assurances within Block 8A or Block 4, including any partial subdivision assurance releases.

3.3.1. The construction of the applicable subdivision improvements. With respect to construction of the subdivision improvements, each Block in Phase 1B will be considered independently of one another.

3.3.2. The construction of Saguaro Highlands Drive, from Saguaro Peaks Boulevard to Twin Peaks Road.

3.3.3. The construction of Saguaro Peaks Boulevard from Hidden Saguaro Trail to Saguaro Highlands Drive.

3.4. Future Phasing. The phasing of future development of the Project will be determined in the future as the market dictates. However, the following items will be phased as follows:

3.4.1. Saguaro Peaks Boulevard. Construction of the unfinished portion of Saguaro Peaks Boulevard, from Saguaro Highlands Drive to Lambert Lane will be completed prior to the issuance of a permit (other than a model home permit) in any Block other than Blocks 8A, 8B, and 4, *i.e.*, prior to the Town's issuance of the 612th single-family residential building permit within the Project).

3.4.2. Lambert Lane East. The Developer will commence construction of the east phase of Lambert Lane from the intersection of Lambert Lane and Saguaro Peaks Boulevard east to a termination point 4,900 feet east of Airline Road prior to the issuance of the 800th single-family residential building permit within the Project.

3.4.3. Public Park. The Developer will commence construction of the Park improvements prior to the issuance of the 1,000th single-family residential building permit within the Project.

3.4.4. Twin Peaks Road. The Developer shall not be required to commence construction of its half-street improvements for Twin Peaks Road until after the third anniversary of the date this Development Agreement is recorded. Thereafter, the Developer shall commence construction within 90 days after receipt of the Town's written notice to the Developer to begin construction of the Twin Peaks Road improvements. The Town's written notice to begin

construction includes an implied Town representation that the Town has secured all necessary right-of-way and easements necessary to construct the improvements in accordance with the approved plans and specifications. The Town shall indemnify and hold harmless the Owner and the Developer from and against all construction claims and third-party claims resulting from the Town's failure to secure property rights needed for the construction. The Town will give written notice to the Developer to begin construction of the Twin Peaks Road improvements at the earlier of:

3.4.4.1. the issuance of the 1,200th single-family residential building permit within the Project, or

3.4.4.2. within one year after the Town notifies the Developer in writing that Twin Peaks Road exceeds 12,000 Average Daily Trips based on a current traffic report.

3.4.5. Lambert Lane West/Airline Road. The Developer will complete construction of Lambert Lane West/Airline Road at the earlier of: (i) the issuance of the 1,500th single-family residential building permit within the Project, or (ii) prior to the issuance of the first single-family residential building permit (other than a model home permit) in Block 1 of the Project.

Article 4. Other Matters Relating to Improvements.

4.1. Road Permits and Right-of-Way Acquisition. All rights-of-way necessary from property within the Project owned by the Owner for the construction of the Transportation Improvements shall be or have been provided at no cost to the Town. The Town shall acquire all other rights-of-way and all permits necessary for the construction of the Transportation Improvements.

4.2. Water Improvements. The Town and the Owner's predecessor-in-interest entered into that certain Development Agreement for Construction of Water Facilities and Provision of Water Utility Service dated February 12, 2001, and recorded in Docket 11742 at Page 2771, Official Records of Pima County, Arizona, as amended (the "Water Service Agreement"). In connection with its obligations under the Water Service Agreement, the Owner's predecessor-in-interest constructed an eight inch water main from the north boundary of the Project through the right-of-way for Silverbell Road to the Town's existing La Puerta del Norte water main, in accordance with plan set PRV-99-055 approved by the Town's Water Department (the "Water Main Improvements"). The construction and installation of the Water Main Improvements satisfies the Developer's obligation to complete all onsite and offsite water utilities infrastructure required by agreements for installation of subdivision water utilities infrastructure for the subdivisions that constitute the Project. The Parties agree to confer in good faith to amend the Water Service Agreement or enter into a new agreement that will supersede the Water Service Agreement to reflect the current status and planning of the Project.

4.3. Wastewater Improvements. As of the date of this Agreement, the Town plans to provide wastewater service to the Project, but does not have all of the necessary governmental permits, licenses and approvals to do so. Until the Town has all of the necessary governmental permits, licenses and approvals, the Town understands and agrees that the Developer must obtain wastewater services for the Project from Pima County. The Town acknowledges that wastewater infrastructure necessary for the Project to be served by Pima County has already been installed and substantially completed. If the Town becomes the wastewater utility service provider for the Project, the Town will not require the Owner or the Developer to pay for, or construct or install, any wastewater infrastructure improvements that are needed to transition wastewater utility service

for the Project from Pima County to the Town. If it is unclear whether Pima County or the Town is the wastewater utility service provider for the Project when the Developer requests wastewater service, the Developer may obtain wastewater services from the entity that the Developer determines to be most beneficial to the Project. If the Developer enters into a wastewater services agreement with Pima County and the Town later becomes the sewer service provider for the Project, the Town will assume the obligations of Pima County under any wastewater services agreement between the Owner or the Developer and Pima County and the Town will not require the Owner or the Developer to pay for, or construct or install, any wastewater infrastructure improvements other than those wastewater infrastructure improvements required under the wastewater services agreement between the Owner or the Developer and Pima County and will not require any modifications, betterments or changes to any wastewater infrastructure improvements constructed and installed by the Developer that met Pima County's standards and requirements at the time of construction or were accepted by Pima County.

4.4. Right of Entry for Park and Trails Construction. The Town hereby grants the Developer a right of entry to enter upon the Park Site and the Drainage and Retention Areas for the purposes of constructing the Park and the Trails; provided, however, that the Developer shall obtain all necessary permits and shall comply with the following during the construction of the Park and the Trails:

4.4.1. The Developer shall defend, indemnify and hold harmless the Town, its officers, agents, and employees from and against any and all bodily injury, death or property damage arising out of the Developer's negligent acts or omissions in connection with the Developer's or its contractors' entry onto the Park Site and the Drainage and Retention Areas during the construction of the Park and the Trails.

4.4.2. The Developer (or the applicable property owners' association) shall obtain liability insurance covering the Park Site and the Drainage and Retention Areas in minimum amounts of $1,000,000.00 general liability per occurrence with a minimum $2,000,000.00 general aggregate limit per occurrence. This insurance shall remain in force until the Town formally accepts the Park and the Trails. The Town shall be named as an "additional insured" under the liability insurance policy and shall be given at least 30 calendar days' written notice prior to cancellation. Before the Developer begins any work on the Park Site or the Drainage and Retention Areas, one or more certificates of insurance evidencing coverage as described in this paragraph shall be filed with the Town, care of the Marana Legal Department, Real Property Services Division, 11555 West Civic Center Drive Bldg A3, Marana, Arizona 85653-7006. The Developer shall also file all certificates of insurance each time the policy is updated or extended.

4.4.3. The Developer (or the applicable property owners' association) shall be responsible to provide security for the Park and the Trails during construction.

4.5. Access for Construction of Improvements. The Developer, its agents and employees, shall have the right to enter and remain upon and cross over any Town easements or rights-of-way to the extent reasonably necessary to facilitate construction, or to perform necessary maintenance or repairs of Infrastructure Improvements subject to the terms and conditions in Chapter 12-7 ("Construction in town rights-of-way") of the Marana Town Code (or the applicable provisions of the Marana Town Code in effect at the time development occurs if less restrictive) and upon obtaining all necessary permits.

4.6. Right-of-Way Abandonment. The Town shall abandon any unnecessary public rights-of-way or easements currently located on the Property, as necessary to implement the Infrastructure Plan, in conformance with applicable Arizona law and Town ordinances, resolutions and rules in effect at the time of abandonment.

4.7. Right-of-Way Acquisition. The Town shall cooperate reasonably with the Owner and the Developer and assist the Owner and the Developer to acquire any public rights-of-way or public easements needed to implement the Infrastructure Plan, in a manner consistent with the following:

4.7.1. The Owner or the Developer shall use commercially reasonable efforts to acquire any and all property rights needed for the utilities and other Infrastructure Improvements serving the Property, including, without limitation, any easements under and across North Quarry Road.

4.7.2. If the Owner or the Developer is unable to obtain any necessary property rights on commercially reasonable terms and conditions, the Owner or the Developer may notify the Town in writing requesting the Town to exercise its power of eminent domain to acquire the necessary property rights.

4.7.3. Upon receiving notice from the Owner or the Developer, the Town shall obtain and provide to the Owner or the Developer a cost estimate for completing the appraisal, any necessary land surveying or legal description preparation, and title work (litigation guarantee) for the acquisition.

4.7.4. Upon the Owner or the Developer's deposit with the Town of funds sufficient to cover the costs set forth in Subsection 4.7.3 above, the Town shall promptly initiate the appraisal of the property rights.

4.7.5. Once the appraisal is obtained, if the Owner or the Developer elects to have the Town proceed with the eminent domain proceeding, the Owner or the Developer shall deposit with the Town an amount equal to the appraised value of the property rights and the Town's reasonable estimate of the actual out-of-pocket attorneys' fees and costs to prosecute the eminent domain proceedings. If the Town uses its in-house counsel to prosecute the eminent domain proceedings, "actual out-of-pocket attorneys' fees" shall be calculated at $100 per hour of attorney time and $40 per hour of paralegal time. If the Town is unable to use its in-house counsel to prosecute the eminent domain proceedings, the Town will use the procedure set forth in Section 1.6 above to select outside counsel.

4.7.6. Upon the Owner or the Developer's deposit with the Town of funds sufficient to cover the costs set forth in Subsection 4.7.5 above, the Town shall promptly make the offer required under A.R.S. § 12-1116(A), and if the offer is not timely accepted, file a condemnation lawsuit in Pima County Superior Court to obtain the necessary property rights.

4.7.7. If the Town exercises its power of eminent domain pursuant to this Section 4.7 at the request of the Owner or the Developer, the Owner or the Developer shall pay all reasonable costs of expenses of such condemnation action, including, without limitation, the condemnation award, costs of litigation (including without limitation expert witness fees), and reasonable attorneys' fees.

4.7.8. If the Town settles an eminent domain lawsuit brought pursuant to this Section 4.7, the Owner or the Developer shall pay the settlement costs, provided that those costs do not

exceed the higher of (a) 120% of the appraised value of the condemnation parcel or (b) an amount approved by the Owner or the Developer.

4.7.9. The Town will not withhold building permits or final inspections (certificates of occupancy), or prohibit the sale, of homes while property rights are being acquired in a manner consistent with this Section 4.7 and so long as the homes have continuous, safe and legal vehicular access and continuously available water, sewer, and electric utility service.

4.8. Joint Town Eminent Domain Action. The Town, in its sole and absolute discretion, may choose to acquire property rights beyond those the Owner or the Developer has requested pursuant to Section 4.7 above. If it does so, the Town shall be responsible for all costs and expenses related to that eminent domain action, including, without limitation, any final judgment or settlement amount. If the Town prosecutes an eminent domain action for these additional property rights against the same private property owner whose rights are being acquired pursuant to Section 4.7 above, the Town may acquire all of the needed property rights in a joint prosecution of the eminent domain actions, and the Parties shall share the joint costs on an equitable basis as determined by the Owner or the Developer and the Town.

4.9. Saguaro Springs CFD. The Saguaro Springs CFD was created to finance the construction and/or acquisition of certain "public infrastructure" (as that term is defined in A.R.S. § 48-701) benefiting the Project.

4.9.1. The policies and financial terms and Owner and Developer security obligations for the Saguaro Springs CFD shall be similar to and consistent with the District Development, Financing Participation and Intergovernmental Agreement approved by the Saguaro Springs CFD Board of Directors on September 4, 2007, with such modifications as the Parties mutually approve.

4.9.2. The CFD Development Agreement and the formation documents referenced in Recital O above shall govern all matters relating to the Saguaro Springs CFD.

4.9.3. The Town understands and acknowledges that the Owner acquired the Project through foreclosure and does not have books and records from the prior owners of the Property pertaining to public bidding. To the extent not prohibited by applicable law, the Parties will include in the CFD Development Agreement provisions to allow public infrastructure appraisal or other evidence of the value of the public infrastructure improvements for purposes of reimbursing the Developer for public infrastructure costs of the Project. Alternatively, to the extent not prohibited by applicable law, the Saguaro Springs CFD shall acquire the real property interest containing the eligible public infrastructure at the fair market value of the real property interest as improved, including the eligible public infrastructure.

4.9.4. Costs of all public infrastructure improvements constructed or to be constructed for the Project by the Developer or its predecessors-in-interest will be eligible for reimbursement from Saguaro Springs CFD general obligation, special assessment, and revenue bond proceeds at the request of the Developer, subject to the limitations, terms and provisions of the CFD Development Agreement.

4.9.5. For purposes of Saguaro Springs CFD reimbursement eligibility, costs of public infrastructure improvements may include, without limitation, costs of engineering, permits, fees, surveying, staking, studies, roadway, sidewalk, street lights, traffic signalization, street signage, street lights, water, sewer, storm drainage, drainage and other related expenditures,

public right-of-way acquisition costs (including, without limitation, attorneys' fees and condemnation awards or settlement amounts incurred by the Owner or the Developer pursuant to Section 4.7 above), and payments in lieu of these costs, as set forth in and subject to the limitations, terms and provisions of the CFD Development Agreement.

4.9.6. Any public infrastructure improvements that are to be constructed, installed, acquired or funded by the Developer may be constructed, installed or funded directly by the CFD, or the CFD may acquire the public infrastructure improvements that are constructed, installed, acquired, or funded by the Developer and reimburse the Developer for the cost thereof, subject to the limitations, terms and provisions of the CFD Development Agreement.

4.10. Reimbursement from Others. If real property that benefits from the Infrastructure Improvements ("Benefited Parcel") is the subject of a rezoning application or other request for governmental approval involving the exercise of the Town's legislative discretion, the Town shall consider imposing a stipulation or condition requiring the Benefited Parcel to reimburse the Developer for the Benefited Parcel's proportionate share of the actual cost incurred by the Developer (and not paid or reimbursed by the Town) in connection with the construction of the Infrastructure Improvements being utilized by the Benefited Parcel.

Article 5. The Rights of the Owner and the Developer Regarding Future Town Actions

5.1. Protected Development Rights. The protected development rights (as defined in A.R.S. § 9-1201 paragraph 3) granted pursuant to this Development Agreement and the Development Criteria shall remain in effect and shall not be changed without the agreement of the Owner and the Developer for the term of this Development Agreement.

5.2. Development Impact Fee Credits. Based on the cost identified in the infrastructure improvements plan supporting a Town-adopted development impact fee, the Town shall provide a credit toward the payment of the Town-adopted development impact fee for the Owner or the Owner's predecessor-in-interest's dedication of public sites, and construction or installation of improvements and other necessary public services (or in-lieu payments) included in the Town infrastructure improvements plan supporting the Town-adopted development impact fee and for which a Town-adopted development impact fee is assessed. For purposes of this paragraph, public sites, improvements and other necessary public services includes any public improvements or publicly dedicated lands addressed in this Development Agreement and any other public improvements of the type constructed by the Developer or public land dedicated, and any in-lieu payments made, by the Owner or the Developer for which the Town has adopted a development impact fee. Credits shall be provided as required by A.R.S. § 9-463.05, as it may be amended. The Developer is not required to comply with the statutory public procurement procedures in order to receive development impact fee credits. At the Developer's option, no portion of the development impact fee credits applicable to the Park (see Section 2.6, including the publicly dedicated lands for the Park) shall be allocated to Saguaro Springs Block Plat Block 1 (or designated portions of Block 1).

5.3. No Moratorium. To allow the Developer to have a predictable source of funds to amortize the cost of the Infrastructure Improvements, the Town shall not impose a moratorium against any development on the Property that is consistent with the Development Criteria or this Development Agreement. This prohibition includes any restriction, condition or any other method that will delay or limit the rate, timing or sequencing of the planning, development, construction, use or disposition of any part of the Property. This prohibition shall not apply to the extent that a

limitation may be necessary for the Town (a) to comply with the minimum mandatory requirements of state or federal laws and regulations that the Town is legally required to adopt and enforce to the extent that this Development Agreement cannot be amended to allow compliance with the minimum requirements of such state or federal laws or regulations; (b) to alleviate legitimate severe threats to public health and safety of the citizens of the Town not related to the Infrastructure Improvements; or (c) to enforce floodplain restrictions before a letter of map revision (revising a flood insurance rate map) becomes effective. Any such limitations shall not be arbitrary, and it shall be the most minimal and least intrusive possible.

5.4. Vested Rights. Nothing in this Development Agreement shall preclude the Owner or the Developer from claiming that the Developer has vested rights to complete the development of the Project in accordance with currently-applicable regulations based on the significant investment and improvements made on the Property by the Owner and its predecessors in interest. These claimed vested rights include, but are not limited to, the uses and the range of densities and intensities of uses provided in the Development Criteria.

Article 6. Cooperation and Alternative Dispute Resolution.

6.1. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of the Zoning Ordinances and this Development Agreement, the Parties each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner and the Developer. The initial representative for the Town (the "Town Representative") shall be Kevin Kish or a replacement party to be selected by the Town Manager, and the initial representative for the Owner and the Developer (the "Developer Representative") shall be Brian Baehr or a replacement project manager to be selected by the Developer. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Development Agreement and the development of the Project pursuant to the Zoning Ordinances, this Development Agreement, and the MDC.

6.2. Default; Remedies. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Development Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 8.1 below to the Defaulting Party, which notice shall state the nature of the default claimed and make demand that such default be corrected (the "Dispute"). The Defaulting Party shall then have (i) 20 days from the date of the notice of the Dispute within which to correct the default if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice of the Dispute to cure the default if action other than the payment of money is reasonably required, or if the non-monetary default cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within such 30-day period thereafter diligently prosecuted to completion. If any default is not cured within the applicable time period set forth in this Section, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in Sections 6.3 and 6.4 below. The Parties agree that due to the size, nature and scope of the Project, and due to the fact that it may not be practical or possible to restore the Project to its condition prior to the Developer's development and improvement work, once implementation of this Development Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the enforcement of this Development Agreement. This Section shall not limit any other rights, remedies, or causes of action that either Party may have at law or in equity. A default by one Developer shall not constitute a default by any

other Developer and the Town may not withhold or delay issuance of building permits or certificates of occupancy or other permits, approvals or licenses from one Developer due to the default of another Developer. Nothing in this paragraph shall be construed to require the Town to issue a permit or grant a development approval to the Owner or the Developer (or their successors or assigns) if a successor or assignee fails to commence or complete improvements required by this Development Agreement prior to issuance of the permit or granting of the approval. For example, if the Owner or the Developer (or their successors or assigns) do not commence construction of the Park improvements prior to the issuance of the 1,000th single-family residential building permit within the Project pursuant to Section 3.4.3 above, the Town may thereafter withhold residential building permits from all Owners and Developers (and their successors and assigns) within the Project until the Park improvements are commenced.

6.3. Mediation. If there is a Dispute that 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 non-binding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association ("AAA"), but not under the auspices of the AAA. The matter in dispute shall be submitted to a mediator mutually selected by the 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 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 between the Town and the Developer. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

6.4. Mandatory Arbitration. After mediation, as provided for in this Article, any dispute, controversy, claim or cause of action arising out of or relating to this Development Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the AAA 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. The arbitration shall be held under the rules of the AAA, but not under the auspices of the AAA. The matter in dispute shall be submitted to an arbitrator mutually selected by the Developer and the Town. If the Parties cannot agree upon the selection of an arbitrator within seven days, then within three days thereafter the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent arbitrator. The arbitrator selected shall have at least ten years' experience in arbitrating disputes relating to real estate development.

Article 7. Lender Protection.

7.1. Notices. The Owner and the Developer shall have the right at any time, and as often as they desire, to finance the Property and to secure the financing with a lien or liens against the Property. Subject to notice to the Town by the lender ("Lender") as to the name, address, facsimile number, e-mail address or other means of communication for notice purposes, of the Lender, the Town shall use good faith efforts to give notice to Lender of any default or Dispute at the same time the Town gives notice of the same default or Dispute to the Developer.

7.2. Collateral Assignment. Notwithstanding any other provision of this Development Agreement, the Owner or the Developer may assign all or part of its rights and duties under this Development Agreement to any financial institution from which the Owner or the Developer has borrowed funds for use in acquiring the Property or constructing the Infrastructure Improvements or otherwise developing the Property without such financial institution assuming the obligations of the Owner or the Developer under this Development Agreement, but without releasing the Owner or the Developer from its obligations under this Development Agreement.

7.3. Estoppel Certificate. Within 30 days following any written request by either the Town, the Owner, the Developer, Lender or any prospective Lender, which request can be made from time to time, the other shall confirm the following in writing to the requesting party and/or its prospective investors, purchasers, lenders or encumbrancers, that (a) this Development Agreement is unmodified and in full force and effect (or reasons why it is not); (b) there are no uncured Defaults under this Development Agreement (or reasons why there are); and (c) any other information reasonably requested by the requesting party.

Article 8. Notices and Filings.

8.1. Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, if to:

The Town:	Town of Marana Town Manager 11555 North Civic Center Drive Building A3 Marana, Arizona 85653
With a required copy to:	Town of Marana Town Attorney 11555 North Civic Center Drive Building A3 Marana, Arizona 85653
The Owner:	Marana 670 Holdings, LLC 7377 East Doubletree Ranch Road Suite 100 Scottsdale, AZ 85258 Attention: Clesson Hill
With required copy to:	Fennemore Craig, P.C. 3003 North Central Avenue Suite 2600 Phoenix, AZ 85012-2913 Attention: Jay S. Kramer

Twin Peaks Development:	Twin Peaks Development, Inc. 7377 East Doubletree Ranch Road Suite 100 Scottsdale, AZ 85258 Attention: Brian Baehr
With required copy to:	Fennemore Craig, P.C. 3003 North Central Avenue Suite 2600 Phoenix, AZ 85012-2913 Attention: Jay S. Kramer

or to such addresses as either Party hereto may from time to time designate in writing and deliver in like manner. Any such notice shall be deemed given and received upon personal delivery against a signed acknowledgment of receipt or affidavit of delivery or three business days after deposit in the United States mail in the manner provided above.

Article 9. General Terms and Conditions.

9.1. Annexation. From time to time the Owner may add all or any portion of the Excluded Property to the Property by recording an annexation certificate that describes the land and states that the land is being added to the Property and is subjected to this Development Agreement. An annexation certificate shall be signed and acknowledged by the Owner and the fee simple title owner of the land to be annexed, if not the Owner, and recorded in the office of the Pima County Recorder. Upon annexation of any of the Excluded Property in accordance with this paragraph, the annexed land shall thereafter be subject to this Development Agreement and shall be automatically de-annexed from the Prior Development Agreement.

9.2. Term. If not sooner terminated, this Development Agreement shall automatically terminate and shall thereafter be void for all purposes on December 31, 2031. If the Parties determine that a longer period is necessary for any reason, the term of this Development Agreement may be further extended by written agreement executed by the Parties.

9.3. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town, the Owner, or the Developer of the breach of any covenant of this Development Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Development Agreement.

9.4. Attorneys' Fees. In case of any Dispute, the Party prevailing in any arbitration, court action or other proceeding shall be paid all reasonable costs, expert witness fees, litigation related costs and reasonable attorneys' fees by the non-prevailing Party, and if any judgment is secured by the prevailing Party, all such costs and fees shall be included in the judgment, such fees to be set by the arbitrator or court and not by a jury. Nothing in the use of the word "court" in the preceding sentence shall constitute a waiver of Section 6.4 above, requiring disputes to be resolved by binding arbitration.

9.5. Counterparts. This Development Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

9.6. Headings. The descriptive headings of this Development Agreement are intended to be used to assist in interpreting the meaning and construction of the provisions of this Development Agreement.

9.7. Recitals. The recitals set forth at the beginning of this Development Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

9.8. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

9.9. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Development Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plat or permit approvals or revisions, and other necessary approvals relating to the development of the Project by the Developer and its successors.

9.10. Future Effect.

9.10.1. Time of the Essence. Time is of the essence of this Development Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the Parties.

9.10.2. Successors and Assigns. This Development Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05 (D). Upon the conveyance of all or any portion of the Project (other than a Public Lot, as defined in Section 9.10.3 below), all of the Owner's (or its successor's) right, title, interest, duties, obligations and liabilities under this Development Agreement with respect to the portion of the Project conveyed and first arising after the effective date of such conveyance shall automatically be assigned to, and assumed by, the purchaser of the property. The assigning Owner (or its successor) shall automatically be relieved of all duties, obligations and liabilities arising from and after the effective date of such conveyance with respect to the portion of the Project conveyed. Notwithstanding the foregoing, the Owner (or its successor) and the purchaser of all or any portion of the Project may expressly delineate the rights, duties, obligations and liabilities under this Development Agreement being assigned and assumed or retained by a written instrument executed by the Owner (or its successor) and the purchaser, and recorded in the Pima County Recorder's office. Nothing in this paragraph shall be construed to require the Town to issue a permit or grant a development approval to the Owner or the Developer (or their successors or assigns) if a successor or assignee fails to commence or complete improvements required by this Development Agreement prior to issuance of the permit or granting of the approval. For example, if the Owner or the Developer (or their successors or assigns) do not commence construction of the Park improvements prior to the issuance of the 1,000th single-family residential building permit within the Project pursuant to Section 3.4.3 above, the Town may thereafter withhold residential building permits from all Owners and Developers (and their successors and assigns) within the Project until the Park improvements are commenced.

9.10.3. Termination Upon Sale to Public. It is the intention of the Parties that although recorded, this Development Agreement shall not create conditions or exceptions to title or covenants running with the Property. Nevertheless, in order to alleviate any concern as to the

effect of this Development Agreement on the status of title to any of the Property, this Development Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the purchaser or user thereof, or any lot or parcel conveyed or dedicated to any governmental authority, utility provider, school district or property owners association (a "Public Lot"), and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Development Agreement. Nothing herein shall limit or affect the validity of documents to be recorded other than this Development Agreement nor of the proposed bond obligations and tax assessments which, when imposed upon the Property, shall run with the Property in accordance with applicable laws.

9.11. No Partnership and Third Parties. This Development Agreement is not intended to, and nothing contained in this Development Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Development Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

9.12. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Development Agreement.

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

9.14. Imposition of Duty by Law. This Development Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

9.15. Entire Development Agreement. This Development Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Development Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged into this Development Agreement.

9.16. Amendment. No change or addition is to be made to this Development Agreement except by a written amendment executed by the Parties. Any amendment to this Development Agreement shall be recorded in the Pima County Recorder's office no later than ten days after the Parties have entered into the amendment.

9.17. Names and Plans. The Owner shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property or any Plans, provided, however, that in connection with any conveyance or portions of the Infrastructure as provided in this Development Agreement such rights pertaining to the portions of the Infrastructure so conveyed shall be assigned to the extent that such rights are assignable, to the appropriate governmental authority.

9.18. Good Standing: Authority. The Owner and Twin Peaks Development represent and warrant to the Town that they are duly formed and validly existing under the laws of the state of Arizona. The Town represents and warrants to the Owner and Twin Peaks Development that it is

an Arizona municipal corporation with authority to enter into this Development Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Development Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

9.19. Severability. If any provision of this Development Agreement is declared void, illegal, invalid or unenforceable, such provision shall be severed from this Development Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Development Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if, however, the Town fails to take the action specified hereunder, the Developer shall be entitled to terminate this Development Agreement with respect to any portion of the Project owned by such Developer.

9.20. Governing Law. This Development Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 6.4 above, requiring disputes to be resolved by binding arbitration.

9.21. Interpretation. This Development Agreement has been negotiated by the Parties, and no Party shall be deemed to have drafted this Development Agreement for purposes of construing any portion of this Development Agreement for or against any Party.

9.22. Recordation. The Town shall record this Development Agreement in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Parties.

9.23. No Owner or Developer Representations. Nothing contained in this Development Agreement shall be deemed to obligate the Town, the Owner, or the Developer to commence or complete any part or all of the development of the Property, but remediation of property damages to any Existing Improvements that are public infrastructure improvements shall be required before they are accepted by the Town.

9.24. Approval. If any Party is required pursuant to this Development Agreement to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld, delayed or conditioned.

9.25. Force Majeure. If any Party shall be unable to observe or perform any covenant or condition of this Development Agreement by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Development Agreement so long as such Party shall use its commercially reasonable efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure" as used in this paragraph means any condition or event not reasonably within the control of such Party, including, without limitation, "acts of God;" strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state or subdivision thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots: epidemics; landslides; lightning; earth-

quakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities; financial inability excluded. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the Party hereto unfavorable to such Party, shall not constitute failure to use its best efforts to remedy such a condition.

9.26. Definitions. Unless otherwise defined in this Development Agreement, all terms used in this Development Agreement shall have the meaning assigned to such terms in the Arizona Community Facilities District statutes, Arizona Revised Statutes Title 48 Article 6 (A.R.S. §§ 48-701 through 48-725), so long as such interpretation does not conflict with any other provision of this Development Agreement.

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

THE TOWN:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE OWNER:

MARANA 670 HOLDINGS, LLC, an Arizona limited liability company

By: Grayhawk Holdings Inc., an Arizona corporation, Manager

By: _____

Name: Brian Baehr

Title: Vice President

TWIN PEAKS DEVELOPMENT:

TWIN PEAKS DEVELOPMENT, INC., an Arizona corporation

By: _____

Name: Brian Baehr

Title: Vice President

STATE OF ARIZONA)
) § §
County of Maricopa)

The foregoing instrument was acknowledged before me this 19th day of July, 2011 by Brian Baehr, the Vice President of Grayhawk Hold-

ings Inc., an Arizona corporation, the Manager of **MARANA 670 HOLDINGS, LLC**, an Arizona limited liability company, on behalf thereof.

Denise M. Batistelli
Notary Public

My commission expires:
1-31-2014

DENISE M. BATISTELLI
Notary Public, State of Arizona
Maricopa County
My Commission Expires
January 31, 2014

STATE OF ARIZONA)
) § §
County of Maricopa)

The foregoing instrument was acknowledged before me this 19th day of July, 2011 by Brian Baker, the Vice President of **TWIN PEAKS DEVELOPMENT, INC.**, an Arizona corporation, on behalf thereof.

Denise M. Batistelli
Notary Public

My commission expires:
1-31-2014

DENISE M. BATISTELLI
Notary Public, State of Arizona
Maricopa County
My Commission Expires
January 31, 2014

LIST OF EXHIBITS

Exhibit A Property Legal Description

Exhibit B Property Depiction

Exhibit C Current MDC R-6 Residential zoning regulations

Exhibit D Current MDC R-36 Residential zoning regulations

Exhibit E Current Zone C Large Lot Zone zoning regulations

Exhibit F Current Zone F Specific Plan (Saguaro Springs Specific Plan) zoning regulations

Exhibit G Cross-section for a four-lane collector or arterial roadway (Twin Peaks Road)

Exhibit H Cross-section for a two-lane rural collector roadway (Airline Road; Lambert Lane)

Exhibit I Park

EXHIBIT "A"
(Legal Description of Trust Property)

PARCEL 1:

Blocks 1 through 3, inclusive, Blocks 5 through 7, inclusive, Block 9 and Lots 1 through 9 in Saguaro Springs, as shown on the map recorded in Book 58 of Maps, Page 23, records of Pima County, Arizona;

EXCEPT THEREFROM those parts of said Block 5 to be used for a Park Site and a School Site, described as follows:

PARK SITE:

All that portion of Block 5 of Saguaro Springs, Blocks 1 thru 10 and A thru D and Lots 1 thru 9 and A and B, recorded in Book 58 of Maps and Plats at Page 23 in the office of the County Recorder, Pima County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Block 5;

THENCE along the West line of said Block 5 North 14°24'29" West a distance of 481.02 feet to the beginning of a tangent curve concave to the East having a radius of 30.00 feet and a central angle of 51°43'31";

THENCE continuing along said West line and along the arc of said curve to the right a distance of 27.08 feet to a point of tangency on the Northwest line of said Block 5;

THENCE along said Northwest line North 37°19'02" East a distance of 755.61 feet;

THENCE continuing along said Northwest line North 36°22'30" East a distance of 671.15 feet to the beginning of a tangent curve concave to the South having a radius of 30.00 feet and a central angle of 105°18'35";

THENCE continuing along said block line and the arc of said curve to the right a distance of 55.14 feet to a point of tangency on the Northeast line of said Block 5;

THENCE along said Northeast line South 38°18'55" East a distance of 22.89 feet to a point on a line 60.00 feet Southeast of and parallel with the Northwest line of said Block 5;

THENCE along said parallel line South 36°22'30" West a distance of 694.53 feet;

THENCE continuing along said parallel line South 37°19'02" West a distance of 526.01 feet;

THENCE South 35°13'54" East a distance of 716.33 feet to a point on the South line of said Block 5;

THENCE along said South line South 83°46'13" West a distance of 488.84 feet to the POINT OF BEGINNING.

SCHOOL SITE:

All that portion of Block 5 of Saguaro Springs Blocks 1 thru 10 and A thru D and Lots 1 thru 9 and A and B, recorded in Book 58 of Maps and Plats at Page 23 in the office of the County Recorder, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Block 5;

THENCE along the South line of said Block 5 North 83°46'13" East a distance of 488.84 feet to the POINT OF BEGINNING;

THENCE North 35°13'54" West a distance of 716.33 feet to a point on a line 60.00 feet Southeast of and parallel with the Northwest line of said Block 5;

THENCE along said parallel line North 37°19'02" East a distance of 402.39 feet;

THENCE South 47°17'08" East a distance of 852.35 feet to the East line of said Block 5 being a point on a curve having a radius of 2305.00 feet and to which a radial line bears North 88°23'22" West;

THENCE along said East line of Block 5 and the arc of said curve to the left through a central angle of 06°15'59" a distance of 252.09 feet to a point of reverse curve, having a radius of 25.00 feet and a central angle of 88°25'34";

THENCE continuing along the East line of said Block 5 and arc of said curve a distance of 38.58 feet to a point of tangency on the South line of said Block 5;

THENCE along said South line South 83°46'13" West a distance of 444.07 feet to the POINT OF BEGINNING.

PARCEL 2:

All that portion of Section 13, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at a 1 1/2 inch lead capped pipe properly marked and monumenting the Southeast corner of said Section 13;

THENCE along the East line of said Section 13, North 00°08'05" West a distance of 75.00 feet to the POINT OF BEGINNING;

THENCE along a line 75 feet North of and parallel to the South line of said Section 13, South 89°57'50" West, a distance of 1142.34 feet;

THENCE North 38°23'46" East, a distance of 1833.81 feet, to the East line of Section 13 to which a 2" lead capped pipe properly marked and monumenting the West quarter corner of said Section 18 bears North 00°08'05" West, a distance of 1129.31 feet;

THENCE along said East line of Section 13 South 00°08'05" East a distance of 1436.51 feet to the POINT OF BEGINNING.

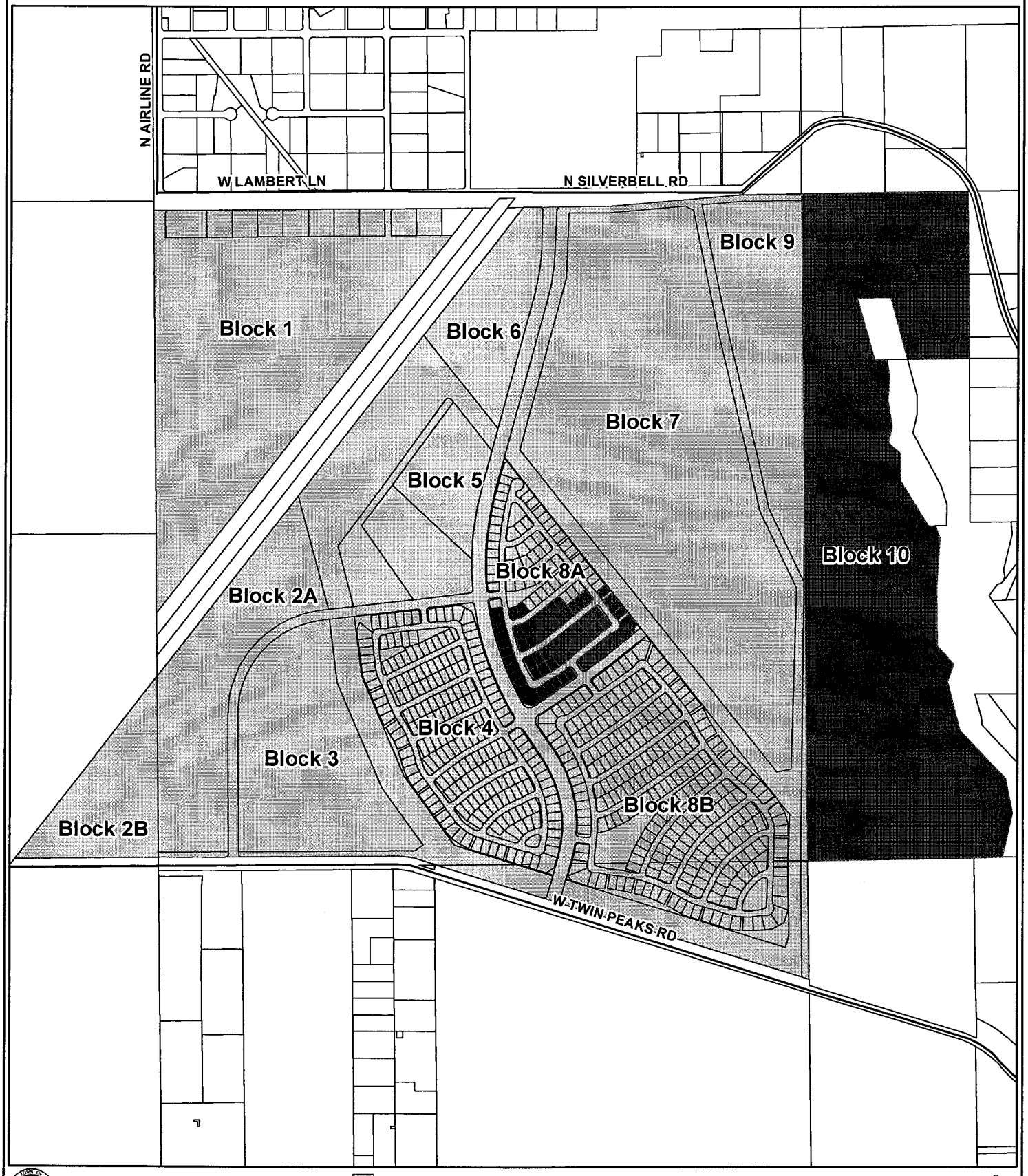
LOTS:

Lots 1 through 16, inclusive, Lots 46 through 86, Lots 96 through 98, inclusive, and Common Areas "A" and "B", of Saguaro Springs Block 8A, according to the Plat of Record of Saguaro Springs Block 8A, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 62 of Maps, Page 7.

Lots 131 through 399, inclusive, and Common Areas "A" and "B", according to the Plat of Record of Saguaro Springs Block 8B, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 62 of Maps, Page 8.

Lots 400 through 611, inclusive, and Common Areas "A" and "B", according to the Plat of Record of Saguaro Springs Block 4, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 62 of Maps, Page 6.

Exhibit B: Property Depiction of Saguaro Bloom Project



Saguaro Bloom Project

Excluded Property

Block 10 and Lots 17-45, 87-98, and 99-130 of Block 8A

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

05.10.12 R-6 Residential

A. Purpose.

The R-6 single-family residential zone is primarily intended as a district for single-family homes, with not more than one dwelling and customary accessory building upon an individual lot, with a variety of housing sizes and contain a quality design. Except as specifically provided elsewhere in the Land Development Code, any and every building and premises or land in the R-6 zone shall be used for or occupied, and every building shall be erected, constructed, established, altered, enlarged, maintained, moved into or within the R-6 zone, exclusively and only in accordance with the regulations set forth in this Section.

B. Permitted Uses.

The following shall be permitted in the R-6 single-family residential zone, subject to the Development Standards contained in this section.

1. One single-family residential detached home of a permanent character placed in a permanent location;
2. Churches, synagogues, and other places of worship;
3. Public parks and playgrounds;
4. Public schools; and,
5. Uses similar to those listed above in this section, as determined by the Planning Administrator.

C. Accessory Uses.

Residential Accessory Uses -- The following accessory buildings and uses may be located on the same lot with a permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential accessory uses are compatible with the residential character of the neighborhood:

1. Detached accessory structures, such as tool sheds, patios and cabanas, non-commercial hobby shops, children's playhouses, etc.;
2. Swimming pools, spas, and related structures;
3. Garage, carport or enclosed storage;
4. Sports courts, unlighted;
5. Fences and walls;
6. Home occupations, with an approved Home Occupation Permit;
7. Community recreation uses, including sports courts, swimming pools, spas, recreation buildings, patio shelters and other community facilities common to a homeowner's association, for a specific subdivision;
8. Community identification, entry monuments, community design elements, and other enhancements common to a homeowner's association, and designed for a specific subdivision; and,
9. Model homes, within an approved subdivision.

D. Conditional Uses.

The following may be permitted subject to Conditional Use Permits provided for in Section 10.10 of the Land Development Code.

1. Day care center;
2. Private schools and other ancillary uses in connection with churches, synagogues, and other places of worship; and,
3. Group homes.

E. Temporary Uses.

The following may be permitted for a specified time period, subject to Section 09.01;

Temporary sales trailer, within an approved subdivision;

F. Prohibited Uses.

Uses prohibited in the R-6 district are as follows:

1. Commercial uses, except those specifically permitted; and,
2. Industrial uses.

G. Property development standards—Generally.

The property development standards set forth in this section shall apply to all land, structures and buildings in the R-6 zone.

i. **Lot area.**

The minimum lot size shall be six thousand (6,000) square feet.

j. **Lot dimensions.**

a. Width. Lots shall have a minimum width of fifty-five (55) feet.

b. Depth. Lots shall have a minimum depth of eighty (80) feet.

3 Minimum Front, Side and Rear Yards (Setbacks)

a. **The required front yard (setback)** shall be a minimum of sixteen (16) feet, except where garages open or face directly onto an abutting street, in which case the garage setback shall be a minimum of twenty (20) feet. A maximum of thirty-five percent (35%) of the lots may have a reduced setback to the sixteen feet, with the balance of the setbacks being twenty feet or greater.

b. **The required side yard (setback)** shall be a minimum of five (5) feet, with a street side yard (setback) having a minimum of ten (10) feet.

c. **The required rear yard (setback)** shall be a minimum of twenty (20) feet. Where the front yard (setback) is increased above the twenty (20) feet, then the rear yard (setback) may be reduced one (1) foot for each foot of increase, but shall not be reduced to below fifteen (15) feet. Where the front yard (setback) is decreased below the minimum twenty (20) feet, the rear yard (setback) shall be increased one (1) foot for each foot of decrease, but shall not be required to be over twenty-five (25) feet.

4. **Building Separation** (Distance Between Structures/Buildings)

   a. The minimum distance between principal (main) buildings shall be ten (10) feet.

   b. The minimum distance between a principal (main) building and an accessory building or two accessory buildings shall be five (5) feet.

   c. Attached Patio Structures: A minimum setback of five (5) feet shall be maintained from the rear and side property lines for a patio structure that is open and unenclosed on three (3) sides, as measured to the structure.

5. **Building Heights.**

   a. Buildings and structures erected in this zone shall have a height not greater than two-stories or twenty-five (25) feet, except as otherwise permitted.

   b. Building heights may be permitted to increase a maximum of twenty percent (20%) to provide a maximum building height of thirty (30) feet subject to the requirements found in Section 8.05 and approval of the Town Council.

6. **Lot Coverage.**

   The maximum allowable lot coverage by buildings and structures shall not exceed fifty percent (50%) of the total lot area.

7. **Underground Utilities.**

   All on-site utilities shall be placed underground on the site.

05.10.05 R-36 Residential

A. Purpose.

The R-36 single-family residential zone is primarily intended as a district for single-family homes, with not more than one dwelling and customary accessory building upon an individual lot, with a variety of housing sizes and contain a quality design. Except as specifically provided elsewhere in the Land Development Code, any and every building and premises or land in the R-36 zone shall be used for or occupied, and every building shall be erected, constructed, established, altered, enlarged, maintained, moved into or within the R-36 zone, exclusively and only in accordance with the regulations set forth in this Section.

B. Permitted Uses.

The following shall be permitted in the R-36 single-family residential zone, subject to the Development Standards contained in this section.

1. One single-family residential detached home of a permanent character placed in a permanent location;
2. Churches, synagogues, and other places of worship;
3. Public parks and playgrounds;
4. Public schools; and,
5. Uses similar to those listed above in this section, as determined by the Planning Administrator.

C. Accessory Uses.

Accessory Uses -- The following accessory buildings and uses may be located on the same lot with a permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential accessory uses are compatible with the residential character of the neighborhood:

1. Detached accessory structures, such as tool sheds, patios and cabanas, non-commercial hobby shops, guest house, children's playhouses, etc.;
2. Swimming pools, spas, and related structures;
3. Garage, carport or enclosed storage;
4. Sports courts, unlighted;
5. Fences and walls;
6. Home occupations, with an approved Home Occupation Permit;
7. Community recreation uses, including sports courts, swimming pools, spas, recreation buildings, patio shelters and other community facilities common to a homeowner's association, for a specific subdivision;
8. Community identification, entry monuments, community design elements, and other enhancements common to a homeowner's association, and designed for a specific subdivision;
9. Model homes, within an approved subdivision;

10. Keeping of large and small livestock on parcels one acre or greater;
11. Stables, private; and,
12. Riding arena, rodeo grounds (private, unlighted).

D. Conditional Uses.

The following may be permitted subject to Conditional Use Permits provided for in Section 10.10 of the Land Development Code.

1. Day care center;
2. Private schools and other ancillary uses in connection with churches, synagogues, and other places of worship;
3. Group homes;
4. Residential facilities for non-permanent occupancy including only bed and breakfast establishments;
5. Aviaries;
6. Riding arena, rodeo grounds (private, lighted); and
7. Keeping of rodents and fowl.

E. Temporary Uses.

The following may be permitted for a specified time period, subject to Section 09.01;

Temporary sales trailer, within an approved subdivision;

F. Prohibited Uses.

Uses prohibited in the R-36 district are as follows:

1. All commercial and business uses, except those specifically permitted; and,
2. Industrial uses.

G. Property development standards—Generally.

The property development standards set forth in this section shall apply to all land, structures and buildings in the R-36 zone.

1. Lot area.

The minimum lot size shall be thirty-six thousand (36,000) square feet.

2. Lot dimensions.

a. Width. Lots shall have a minimum width of one hundred (100) feet.

b. Depth. Lots shall have a minimum depth of one hundred (100) feet.

3 Minimum Front, Side and Rear Yards (Setbacks)

a. **The required front yard (setback)** shall be a minimum of thirty (30) feet.

b. **The required side yard (setback)** shall be a minimum of fifteen (15) feet, with a street side yard (setback) having a minimum of twenty (20) feet.

c. **The required rear yard (setback)** shall be a minimum of forty (40) feet.

4. **Building Separation** (Distance Between Structures/Buildings)

   a. The minimum distance between principal (main) buildings shall be twenty (20) feet.

   b. The minimum distance between a principal (main) building and an accessory building or two accessory buildings shall be ten (10) feet.

5. **Building Heights.**

   a. Buildings and structures erected in this zone shall have a height not greater than two-stories or twenty-five (25) feet, except as otherwise permitted.

   b. Building heights may be permitted to increase a maximum of twenty percent (20%) to provide a maximum building height of thirty (30) feet subject to the review and approval of the Town Council, subject to the process and requirements found in Section 8.05.

6. **Building Mass.**

   Any structure over two-stories must meet reduced massing requirements for the floors above the first level. The Gross Floor Area (GFA) of each floor above the first floor must not exceed eighty percent (80%) of the GFA of the previous floor.

7. **Lot Coverage.**

   The maximum allowable lot coverage by buildings and structures shall not exceed forty percent (40%) of the total lot area.

8. **Underground Utilities.**

   All on-site utilities shall be placed underground on the site.

by prior density of land use in accordance with the provisions for Significant Land Use Change contained in Section 05.03 of this Code and by setback requirements defined in this and other titles of this Code or as may be determined by other applicable federal, state and local regulations.

C. Setbacks.

1. The required front yard (setback) shall be a minimum of 20 feet.

2. The required side yard (setback) shall be a minimum of five feet, with a street side yard (setback) having a minimum of ten feet.

3. The required rear yard (setback) shall be a minimum of 20 feet.

D. Building Heights. Buildings and structures erected in this zone shall have a height not greater than 30 feet.

05.02.02 Zone B – Medium Lot Zone

A. Permitted Uses. Within Zone B, any residential, commercial, industrial, or quasi-public land use is permitted so long as each separate land use is conducted on a lot larger than 2.5 acres but no larger than 25 acres and is consistent with the Significant Land Use Change Procedure described in Section 05.03 of this Code. This is not to be construed, however, to permit any land use that may be expressly prohibited within the Town of Marana by other ordinances of the Town of Marana, by other provisions of this code, or by state or federal law.

B. Density Requirements. There shall be no maximum density of land use per se in this Zone, except as may be dictated by prior density of land use in accordance with the Significant Land Use Change Procedure described in Section 05.03 of this Code and by setback requirements defined elsewhere in this Code.

C. Setbacks. The setback requirements for Zone B shall be the same as for Zone A.

05.02.03 Zone C – Large Lot Zone

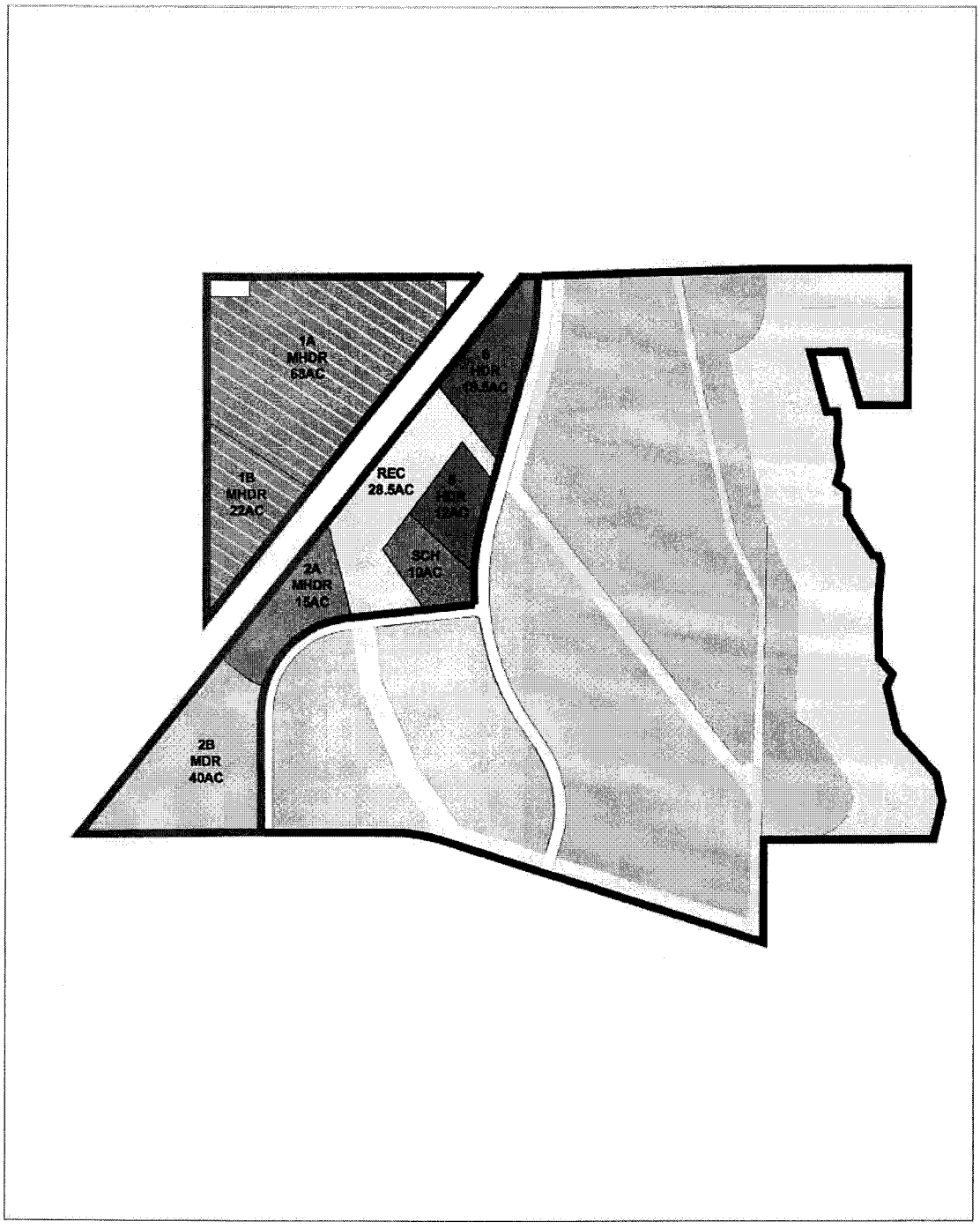
A. Permitted Uses. Within Zone C, any residential, commercial, industrial, or quasi-public land use shall be permitted, so long as each separate activity is conducted on a lot no smaller than 25 acres and is otherwise consistent with the Significant Land Use Change procedures as described in Section 05.03 of this Code. This is not to be construed, however, to permit any land use that may be expressly prohibited within the Town of Marana by other sections of this Code other ordinances of the Town of Marana, or state or federal law.

B. Density Requirements. The maximum density allowed shall be one dwelling unit or one commercial, industrial, or quasi-public establishment per 25 acres.

C. Setbacks. No building or structure, except a fence or wall that is not part of a building and not over six feet in height shall be constructed closer than ten feet to any side property line or closer than 40 feet plus one foot for each foot of building height in excess of ten feet above ground level to any front or rear property line. Where a lot is situated on the corner of two dedicated streets, each of the property lines along the right-of-way line of a dedicated street shall be considered to be a front property line, and each other property line shall be considered to be a side property line in determining allowable setbacks.

Exhibit F

Land Use Concept Plan



Legend:

- Specific Plan Boundary
- Saguaro Springs Boundary
- LDR - Low Density Residential
- MDR - Medium Density Residential
- MHDR - Medium High Density Residential
- HDR - High Density Residential
- Age-Restricted Area
- SCH - School
- REC - Recreation
- OS - Open Space / Drainage

0 1500 Feet

THE PLANNING CENTER
110 S. CHURCH AVE., SUITE 6320
TUCSON, AZ 85701 (520) 623-6146

I:\Projects\EMP-02\CAD\PlannerExhibits\land use.dwg

F. Development Standards

Land use designations have been assigned to each area identified within the Saguaro Springs Specific Plan. Under each designation is a list of permitted, accessory, conditional and prohibited uses, followed by *Table 7*, which outlines the corresponding residential development standards according to designation. Pages IV-14 through IV-17 contain a series of tables (*Tables 8A & 8B*) that illustrate the differences between Saguaro Springs Specific Plan Development Standards and those required by the Town of Marana Land Development Code.

1. Medium Density Residential (Parcel 2b)

a. Permitted Uses

- Single-Family Residential (Site-Built Detached Homes)
- Model Homes
- Parks and Open Space
- Community and Recreation Facilities
- Public Utility Facilities
- Religious Institutions

b. Accessory Uses

- Detached accessory structures, such as storage sheds, workshops and covered patios
- Swimming pools, spas and related structures
- Home occupations

c. Conditional Uses

- Childcare Facilities
- Educational Facilities
- Group Homes

d. Temporary Uses

- Temporary Sales Trailer (in approved subdivisions)

e. Prohibited Uses

- Commercial Uses
- Industrial Uses

f. Parking Standards

- At minimum, two off-street parking spaces within an enclosed garage shall be provided per unit, plus one additional space for every four units. (Parking spaces provided within the pocket parks may be used to satisfy the parking requirement for additional spaces.)

2. Medium High Density Residential (Parcels 1a, 1b and 2a)

a. Permitted Uses

- Single-Family Residential Site-Built Detached Homes
- Residential Site-Built Attached Homes, including Duplex, Triplex and Four-Plex Products
- Model Homes
- Parks and Open Space
- Community and Recreation Facilities*
- Public Utility Facilities
- Religious Institutions

b. Accessory Uses

- Accessory uses listed under Medium Density Residential shall apply

c. Conditional Uses

- Conditional uses listed under Medium Density Residential shall apply

d. Temporary Uses

- Temporary uses listed under Medium Density Residential shall apply

e. Prohibited Uses

- Prohibited uses listed under Medium Density Residential shall apply

f. Minimum Private Open Space

- Minimum private open space to be provided per home is 50 square feet, in the form of one or more of the following:
  - Patios
  - Balconies
  - Porches
  - Decks
  - Others deemed similar by the Planning Director

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* Community Center sites identified in Parcels 1a and 2a shall conform to the following standards:

- Minimum perimeter & street setback: 20 feet
- Maximum building height: 35 feet (Chimneys, skylights or ornamental elements, such as towers, domes or cupolas, may extend above the building to a maximum height of 40 feet.)
- Maximum site coverage: 75 percent
- Minimum building separation: per building code current at time of building permit application

g. *Parking Standards*
   - Two parking spaces within an enclosed garage shall be provided per unit, plus one additional space for every four units. This requirement may be reduced to one parking space within an enclosed garage, plus one space for every four units, upon approval by the Planning Director during subdivision plat review. (Parking spaces provided within the pocket parks may be used to satisfy the parking requirement for additional spaces.)

3. High Density Residential (Parcels 5 and 6)

a. *Permitted Uses*
   - Residential Site-Built Attached Homes, including Duplex, Triplex and Four-Plex Products
   - Single-Family Residential Site-Built Detached Homes (per MHDR Standards)
   - Model Homes
   - Parks and Open Space
   - Community and Recreation Facilities
   - Public Utility Facilities
   - Religious Institutions

b. *Accessory Uses*
   - Accessory uses listed under Medium Density Residential shall apply

c. *Conditional Uses*
   - Conditional uses listed under Medium Density Residential shall apply

d. *Temporary Uses*
   - Temporary uses listed under Medium Density Residential shall apply

e. *Prohibited Uses*
   - Prohibited uses listed under Medium Density Residential shall apply

f. *Minimum Private Open Space*
   - Minimum private open space to be provided per home is 50 square feet, in the form of one or more of the following:
     - Patios
     - Balconies
     - Porches
     - Decks
     - Others deemed similar by the Planning Director

g. Parking Standards

- Two parking spaces within an enclosed garage shall be provided per unit, plus one additional space for every four units. This requirement may be reduced to one parking space within an enclosed garage, plus one space for every four units, upon approval by the Planning Director during subdivision plat review. (Parking spaces provided within the pocket parks may be used to satisfy the parking requirement for additional spaces.)

4. Recreation

a. Permitted Uses

- Parks
- Community and Recreation Buildings
- Play Fields
- Playground Equipment
- Drainage Facilities
- Trails
- Shade Structures

b. Prohibited Uses

- Residential Uses
- Commercial Uses
- Industrial Uses

c. Parking Standards

- The District Park will require a minimum of 300 parking spaces.
- All pocket parks over ½ acre in size will require a minimum of 3 spaces per ½ acre. Parking spaces within the pocket parks may be used to satisfy residential off-street parking requirements.

d. General Development Standards

Per Town of Marana Standards

Table 7:
Residential Development Standards

Detached Single-Family Residential

Land Use Designation	Min. Lot Width (Ft.)	Min. Lot Depth (Ft.)	Min. Lot Area (Sq. Ft.)[1]	Min. Front Setback (Ft.)[2]	Min. Side Setback (Ft.)[3]	Min. Street Side Setback (Ft.)	Min. Rear Setback (Ft.)[4]	Min. Bldg. Separation (Ft.)[5]	Max. Bldg. Height (Ft.)	Max. Lot Coverage (%)
MDR	55	90	6000	15	5	10	15	10	30	55
MHDR	40	80	4000	10	0 or 5	10	10	10	30	70

Attached Residential

Land Use Designation	Min. Perimeter Setback (Ft.)	Min. Street Setback (Ft.)[6]	Min. Bldg. Separation (Ft.)[5]	Max. Bldg. Height (Ft.)	Max. Site Coverage (%)	Max. Density (RAC)
MHDR	20	10	10	30	70	8
HDR	10	10	6	30	75	10

[1]Exception: The minimum lot area under the MHDR designation may be reduced to 3500 square feet for Garden (or Green) Court products.

[2] Setback is to living area. Where front entry garages are recessed 10 feet or more from the livable portion of the dwelling, front setbacks may be reduced to 10 feet. Where garages open or face directly onto an abutting street, garage must be set back a minimum of 20 feet. Where garages are adjacent to each other at the street elevation, a 3-foot minimum difference in setbacks is required.

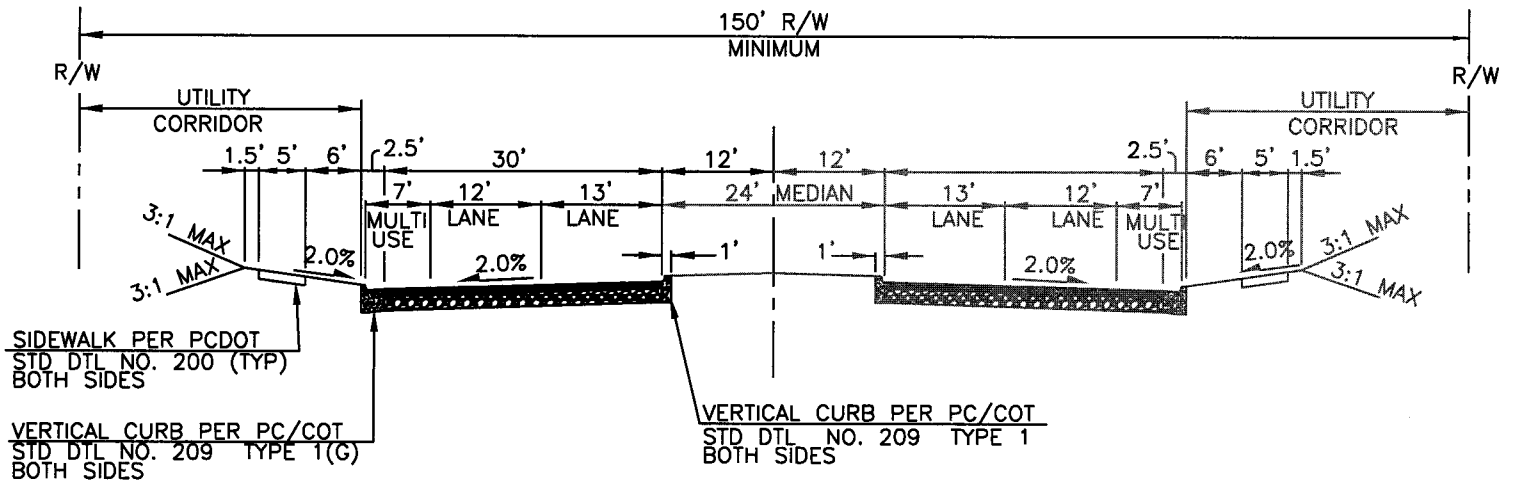
[3] A zero lot-line or z-lot configuration is permitted for development of MHDR and HDR detached products; however, a 3-foot access easement on the adjacent property must also be provided.

[4] A minimum setback of 5 feet shall be maintained from the rear property line for a patio structure that is open and unenclosed on 3 sides, as measured to the structure.

[5] Indicates separation between primary structures (i.e. homes on adjacent lots). Minimum building separation between primary and accessory structures on any single lot within all land designations is 6 feet.

[6] Setback is to living area. Where garages open or face directly onto an abutting street, garage must be set back a minimum of 20 feet. Garages on attached units have the option to be set back 8 feet or less to discourage parking in the driveway; in such instances, community parking must be provided at a ratio of 1:1 for lost driveway parking.

Exhibit G

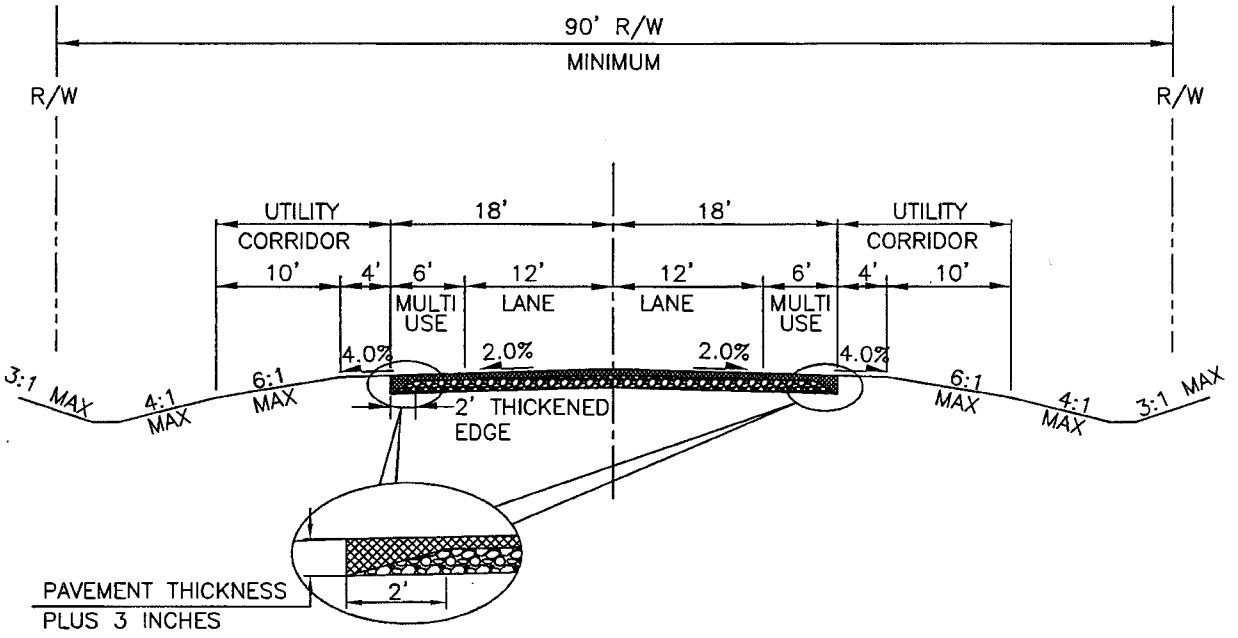


NOT TO SCALE

BASED ON MARANA STREET STANDARDS		DETAIL NO:
A PORTION OF A 4-LANE COLLECTOR OR ARTERIAL TWIN PEAKS ROAD		
DATE: 4/8/2011	REVISED:	SHEET 1 OF 1

1. DEVELOPER TO CONSTRUCT PAVEMENT ONLY OF NORTH HALF OF TYPICAL CROSS SECTION. PAVEMENT IMPROVEMENTS WILL INCLUDE WIDENING FOR TURN LANES AS REQUIRED PER AN APPRIED TIA.

Exhibit H



1. RIGHT OF WAY WIDTHS FROM THE MAJOR ROUTES RIGHT OF WAY PLAN SUPERCEDE RIGHT OF WAY WIDTHS SHOWN ON THIS STANDARD

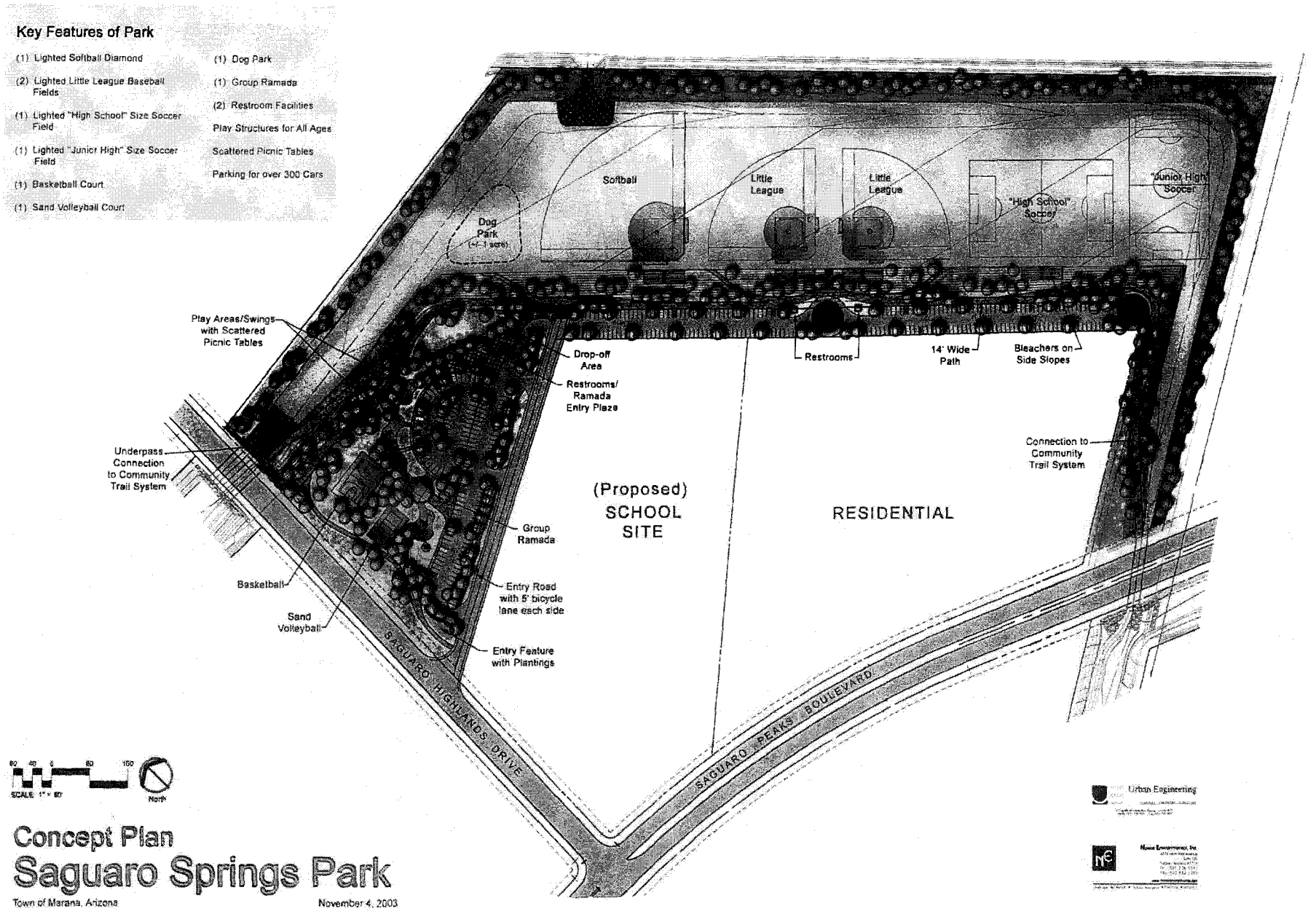
NOT TO SCALE

APPROVED FOR DISTRIBUTION:

Keith E. Brann, P.E.,
Town Engineer

MARANA STREET STANDARDS		DETAIL NO:
2-LANE RURAL COLLECTOR		110-1
DATE: 2/16/2007	REVISED:	SHEET 1 OF 1

Exhibit I


Key Features of Park
(1) Lighted Softball Diamond
(2) Lighted Little League Baseball Fields
(1) Lighted "High School" Size Soccer Field
(1) Lighted "Junior High" Size Soccer Field
(1) Basketball Court
(1) Sand Volleyball Court
(1) Dog Park
(1) Group Ramada
(2) Restroom Facilities
Play Structures for All Ages
Scattered Picnic Tables
Parking for over 300 Cars
Softball
Little League
Little League
"High School" Soccer
"Junior High" Soccer
Dog Park (+/- 1 acre)
Play Areas/Swings with Scattered Picnic Tables
Drop-off Area
Restrooms/ Ramada Entry Plaza
Restrooms
14' Wide Path
Bleachers on Side Slopes
Connection to Community Trail System
Underpass Connection to Community Trail System
(Proposed) SCHOOL SITE
RESIDENTIAL
Group Ramada
Basketball
Sand Volleyball
Entry Road with 5' bicycle lane each side
Entry Feature with Plantings
SAGUARO HIGHLANDS DRIVE
SAGUARO PEAKS BOULEVARD
SCALE: 1" = 80'
North
Concept Plan
Saguaro Springs Park
Town of Marana, Arizona
November 4, 2003
Urban Engineering