MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 6, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, 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, 2025, at or after 6:00 PM located in the Council Chambers of the Ed Honea 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. Revisions to the agenda 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 Ed Honea 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 Ed Honea 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 the Military Order of the World Wars Observance Day (Jill McCleary)

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. 2025-072: Relating to Development; approving a Final Plat for Dove Mountain Resort IV, Lots 1-57, Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Amenity), generally located approximately one mile north of the Dove Mountain Boulevard and Secret Springs Drive intersection, within a portion of Section 14, Township 11 South and Range 12 East (Scott Radden)

C2 Resolution No. 2025-073: Relating to Real Estate; vacating portions of public right-of-way located west of Marana Main Street and north of the Marana Aquatic and Recreation Center and dedicated to the Town in 2005 by Deed of Dedication from Reyher Partnership and Marana 348 Limited Partnership; naming the remaining right-of-way as "Jim Conroy Place" (Andrea De La Cruz)

C3 Relating to Procurement; approving a change order to the contract with McGann & Associates in the amount of $40,000.00 for the Saguaro Bloom Community Park, Ph-2 (PK040); 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)

C4 Approval of Regular Town Council Meeting Summary Minutes of June 17, 2025 and approval of Special Town Council Meeting Summary Minutes of June 17, 2025 (Jill McCleary)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Sampling Privilege, series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743 (Jill McCleary)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2025-074: Relating to Real Estate; approving and authorizing the Mayor to execute an Acquisition Agreement with Pima County for the purchase of approximately 13.34 acres of vacant agricultural land located north of the Town's existing Marana Water Reclamation Facility (WRF), north of Trico-Marana Road and west of Luckett Road, to support the expansion of the WRF as it relates to the Recharge Basins Phase II project (George Cardieri)

A2 Ordinance No. 2025.014: Relating to Annexation; annexing into the corporate limits of the Town of Marana that territory known as Linda Vista 52 Annexation, approximately 52 acres of land located north of Linda Vista Boulevard and southeast of Twin Peaks Road within a portion of Section 14, Township 12 South and Range 12 East; approving a plan to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development; and, establishing original Town of Marana zoning (Brian D. Varney)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

D2 Resolution No. 2025-075: Relating to Tourism; supporting Ironwood Forest National Monument and opposing a reduction of its boundaries for resource extraction (Terry Rozema)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 08/06/2025

Submitted For: Jill McCleary, Town Clerk

Date: August 6, 2025

Subject: Proclamation Recognizing the Military Order of the World Wars Observance Day (Jill McCleary)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing the Military Order of the World Wars Observance Day

WHEREAS, the Military Order of the World Wars (MOWW) non-profit veterans services organization established in 1919 upon the conclusion of World War I and which has served faithfully youth, community, and nation for over a century; and

WHEREAS, the MOWW vision is "a strong America, dedicated to preserving and advancing American Ideals and founding principles"; and

WHEREAS, the MOWW mission "serves our nation and local communities by providing and supporting activities that promote and encourage responsible citizenship, patriotism, youth leadership, military and public service, veteran support, and strong national security"; and

WHEREAS, the MOWW constitutional preamble states "to cherish the memories and associations of the World Wars waged for humanity; to inculcate and stimulate love of our Country and the Flag; to promote and further patriotic education in our Nation; ever to maintain law and order, and to defend the honor, integrity, and supremacy of our National Government and the Constitution of the United States; to foster fraternal relations among all branches of the Armed Forces; to promote the cultivation of Military, Naval and Air Science and the adoption of a consistent and suitable policy of National Security for the United States of America; to acquire and preserve records of individual services; to encourage and assist in the holding of commemorations and the establishment of Memorials of the World Wars; and to transmit all these ideals to posterity, under God and for our Country…"; and

WHEREAS, the Town of Marana takes great pride in welcoming and celebrating with the MOWW during its 105th Annual MOWW National Convention.

NOW, THEREFORE, the Mayor and Council of the Town of Marana, do hereby proclaim August 5, 2025 to be The Military Order of the World Wars Observance Day, and we encourage all our citizens to recognize and appreciate the unwavering dedication and selfless service as demonstrated by this historic national military legacy veteran service organization.

Dated this 6th day of August, 2025.

ATTEST:

Jill McCleary, Town Clerk

MARANA AZ

Jon Post, Mayor

Council-Regular Meeting **C1**

Meeting Date: 08/06/2025

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: August 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-072: Relating to Development; approving a Final Plat for Dove Mountain Resort IV, Lots 1-57, Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Amenity), generally located approximately one mile north of the Dove Mountain Boulevard and Secret Springs Drive intersection, within a portion of Section 14, Township 11 South and Range 12 East (Scott Radden)

Discussion:

Request
Baker & Associates Engineering, Inc., representing the developer, Dove Mountain Investors L.L.C., is requesting approval of a final plat consisting of 57 lots and Common Areas A-C on approximately 13.5 acres of land generally located approximately one mile north of the Dove Mountain Boulevard and Secret Springs Drive intersection, within a portion of Section 14, Township 11 South and Range 12 East.

Zoning
The zoning of the property is Specific Plan (SP), Dove Mountain Specific Plan, created by Marana Ordinance 89.22, adopted by the Marana Town Council on May 31, 1989, and amended periodically (last amended October 20, 2020, by Ordinance No. 2020.014). The land use designations are Resort (R), Mixed Use Commercial (MUC) and Open Space (OS).

Land Use
The proposed final plat is a resubdivision of Lots 1 -31 and portions of Common Areas "A" (Private Streets) and "E" (Open Space/ Drainage) as recorded in Dove Mountain Resort, Lots 1-153, Blocks "A - O" and Common Areas "A - G", recorded in the Office of the Pima County Recorder at Book 62 Page 71 Maps and Plats, and approved by the Mayor and Town Council on June 19, 2007, via adoption of Marana Resolution No. 2007-112. The size of the proposed project is approximately 13.5 acres in gross area. The platted lot area is approximately 13.5 acres, the Common Areas "A – C" are approximately 5.1 acres and the gross density of the project is 4.1 residential units per acre (RAC).

Access and Traffic
Access to the project is provided off Secret Springs Drive via Dove Mountain Boulevard. Approximately 0.86 miles of new private right-of-way for internal access is provided.

Utilities
Water and sewer service for all parcels will be provided by Tucson Water and Pima County Regional Wastewater, respectively. TRICO Electric and Southwest Gas will provide electric and natural gas services.

Staff Recommendation:
Staff has reviewed the proposed final plat against the requirements of the Dove Mountain 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. 2025-072, approving the Final Plat for Dove Mountain Resort IV, Lots 1-57, and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Amenity).

Attachments

Resolution No. 2025-072
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2025-072

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR DOVE MOUNTAIN RESORT IV, LOTS 1-57, COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE) AND "C" (AMENITY), GENERALLY LOCATED APPROXIMATELY ONE MILE NORTH OF THE DOVE MOUNTAIN BOULEVARD AND SECRET SPRINGS DRIVE INTERSECTION, WITHIN A PORTION OF SECTION 14, TOWNSHIP 11 SOUTH AND RANGE 12 EAST

WHEREAS, on May 31, 1989, the Mayor and Town Council adopted Ordinance No. 89.22, approving the Dove Mountain Specific Plan (then known as the Tortolita Mountain Properties Specific Plan) which has been amended from time to time by ordinance; and

WHEREAS, on June 19, 2007, the Mayor and Town Council adopted Resolution No. 2007-112, approving and authorizing a final plat for Dove Mountain Resort Lots 1-153, Blocks "A" – "O", and Common Areas "A" – "G" (the "Dove Mountain Resort Plat"), recorded in the Office of the Pima County Recorder at Book 62 Page 71 Maps and Plats; and

WHEREAS Baker & Associates Engineering, Inc., representing the developer, Dove Mountain Investors L.L.C., has applied for approval of a final plat consisting of 57 lots and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Amenity), being a resubdivision of Lots 1-31 and portions of Common Areas "A" (Private Streets) and "E" (Open Space/Drainage) of the Dove Mountain Resort Plat, on approximately 13.5 acres of land generally located approximately one mile north of the Dove Mountain Boulevard and Secret Springs Drive intersection; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on August 6, 2025, determined that the final plat for Dove Mountain Resort IV, Lots 1-57, and Common Areas "A" - "C" should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Dove Mountain Resort IV, Lots 1-57, and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) And "C" (Amenity) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

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.

UTILITY EASEMENTS, AS SHOWN ON THIS PLAT, ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. SUCH UTILITY EASEMENTS ARE ALSO GRANTED TO THE DOVE MOUNTAIN COMMUNITY ASSOCIATION FOR PRIVATE ROADWAY MAINTENANCE AND INSTALLATION, AND MAINTENANCE OF STREET SIGNS.

WE, AND OUR SUCCESSORS AND ASSIGNS, 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.

ALL COMMON AREAS, AS SHOWN ON THIS PLAT, ARE RESERVED FOR THE PRIVATE USE AND AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES. SUCH PRIVATE USE SHALL INCLUDE CONSTRUCTION OF COMMON AREA IMPROVEMENTS REQUIRED BY THE TOWN FOR THE SUBDIVISION.

ALL COMMON AREAS ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF ACCESS TO, INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS.

TITLE TO ALL COMMON AREAS SHALL BE VESTED IN THE DOVE MOUNTAIN RESORT RESIDENCES ASSOCIATION AS ESTABLISHED BY THE DECLARATION OF COVENANTS, CONDITIONS, LIENS AND RESTRICTIONS FOR DOVE MOUNTAIN RESORT RESIDENCES RECORDED AT SEQUENCE #20071910391, AND BY SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, LIENS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF ALL COMMON AREAS WITHIN THIS SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NUMBER 18355-T AND NOT IN ITS CORPORATE CAPACITY.

_____
TRUST OFFICER

BENEFICIARY

DOVE MOUNTAIN INVESTORS L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
C/O COTTONWOOD PROPERTIES, INC.
3567 E. SUNRISE DRIVE, SUITE 219
TUCSON, AZ 85718

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF PIMA } S.S.

ON THIS, THE _____ DAY OF _____, 20___, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18355-T AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

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

_____
NOTARY PUBLIC

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., TRUST NO. 18355-T AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAS 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

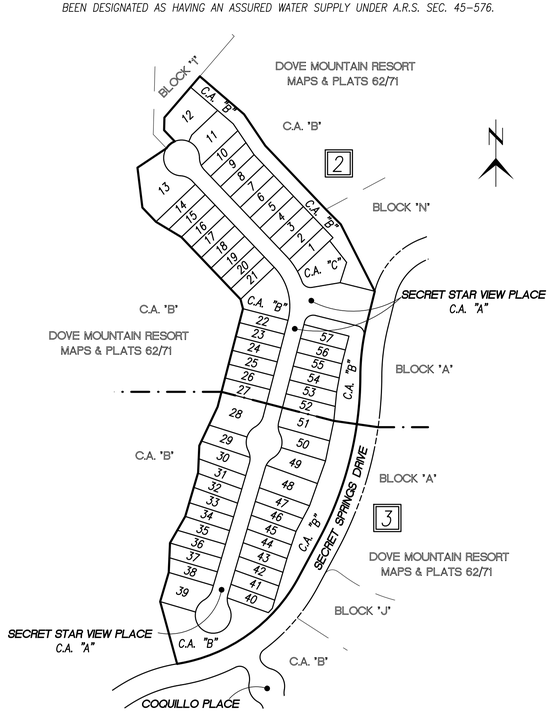
BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 12 EAST, AS SHOWN ON THE FINAL PLAT OF DOS LAGOS AT DOVE MOUNTAIN, LOTS 1 - 91, AS RECORDED IN BOOK 57 OF MAPS & PLATS AT PAGE 43.

SAID BEARING BEING: N89°59'18"E. SEE DETAIL, SHEET #3.

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 587,178 S.F., OR 13.5 ACRES.
2. THE TOTAL NUMBER OF LOTS IS 57.
3. THE TOTAL AREA OF COMMON AREA "A" (PRIVATE STREETS) IS 2.2 ACRES (99,288 SF).
   THE TOTAL AREA OF COMMON AREA "B" (OPEN SPACE/DRAINAGE) IS 2.7 ACRES (121,632 SF).
   THE TOTAL AREA OF COMMON AREA "C" (AMENITY) IS 0.2 ACRES (10,840 SF).
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.0 MILES.
   TOTAL MILES OF NEW PRIVATE STREETS IS 0.86 MILES.
5. THE APPROVED ZONING FOR THIS PROJECT IS "SP"/DOVE MOUNTAIN SPECIFIC PLAN AND THE LAND USE DESIGNATIONS ARE RESORT "R", MIXED USE COMMERCIAL "MUC", AND OPEN SPACE "OS" IN ACCORDANCE WITH THE DOVE MOUNTAIN SPECIFIC PLAN AND WILL REMAIN.
6. RESIDENTIAL DEVELOPMENT STANDARDS PER "MDR" (MEDIUM DENSITY RESIDENTIAL) ARE:
   - MINIMUM ALLOWABLE LOT SIZE IS 2,000 SF
   - MINIMUM PROVIDED LOT SIZE IS 5200 SF
   - AVERAGE LOT SIZE IS 6235 SF
   - MAXIMUM PROVIDED LOT SIZE IS 16,671 SF (NOT A RESTRICTION)
   - MAXIMUM ALLOWABLE BUILDING HEIGHT IS 45 FEET
7. THIS PROJECT SHALL COMPLY WITH THE CONDITIONS SET FORTH IN THE DOVE MOUNTAIN SPECIFIC PLAN APPROVED IN MAY, 1989 (ORDINANCE NO. 89.22), AND AS AMENDED BY MARANA ORDINANCE FROM TIME TO TIME.
8. BUILDING SETBACKS (PER THE DOVE MOUNTAIN SPECIFIC PLAN SEC. IV.G.4.b.3) ARE:
   FRONT: 20 FEET REAR: 5 FEET
   SIDE: 5 FEET CORNER: 10 FEET
9. THE GROSS DENSITY FOR THIS PROJECT IS 4.1 RAC.
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. 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.
12. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
13. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH THE FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
14. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
15. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SEC. 45-576.



SHEET/KEY MAP

SHEET

CERTIFICATIONS

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

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

REGISTERED LAND SURVEYOR 16784 WILLIAM H BAKER JR. ARIZONA U.S.A.

I HEREBY CERTIFY THAT THE 100 YEAR FLOODPRONE LIMITS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

MARTIN V. MAGELLI
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED ENGINEER NO. 36655
STATE OF ARIZONA

REGISTERED Professional Engineer (Civil) 36655 MARTIN V MAGELLI DATE SIGNED ARIZONA U.S.A.

TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING MANAGER DATE

PIMA COUNTY APPROVAL

BY: _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

ASSURED WATER SUPPLY

THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

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

MARANA TOWN COUNCIL CERTIFICATION

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

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE

RECORDING DATA

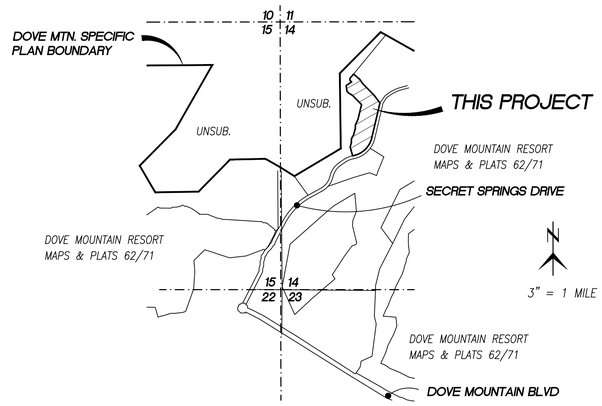
STATE OF ARIZONA
COUNTY OF PIMA } S.S.
FEE _____
SEQUENCE NO. _____

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

_____ _____
GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER DATE
DEPUTY COUNTY RECORDER

SHEET INDEX

SHEET #1	COVER SHEET, NOTES, SHEET/KEY MAP
SHEET #2-#3	FINAL PLAT SHEETS



LOCATION PLAN

A PORTION OF SECTION 14, T11S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

⊠	FOUND CENTERLINE SURVEY MONUMENT "PLS 22245" EXCEPT WHERE OTHERWISE SHOWN
●	SET 1/2" IRON REBAR BY A REGISTERED LAND SURVEYOR
⊥ OR —⊖	1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
———	SUBDIVISION BOUNDARY
C5	CURVE DATA (SEE TABLE, SHEET #3)
L10	LINE DATA (SEE TABLE, SHEET #3)
NEW PRIVATE STREET	NEW PRIVATE RIGHT-OF-WAY (COMMON AREA "A") DEDICATED BY THIS PLAT
———	NEW RIGHT-OF-WAY LINE
——— - - ———	EXISTING RIGHT-OF-WAY LINE
——— — ———	STREET CENTERLINE
— — — —	EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 - #3)
——·——·——·——·——·——	100 YEAR FLOODPRONE LINE ("F.P.L.")
P/L	BOUNDARY/PROPERTY LINE

ADMINISTRATIVE ADDRESS

14941 N SECRET STAR VIEW PLACE, MARANA, AZ, 87658

FINAL PLAT for
DOVE MOUNTAIN RESORT IV, LOTS 1 - 57,
COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE) AND "C" (AMENITY)

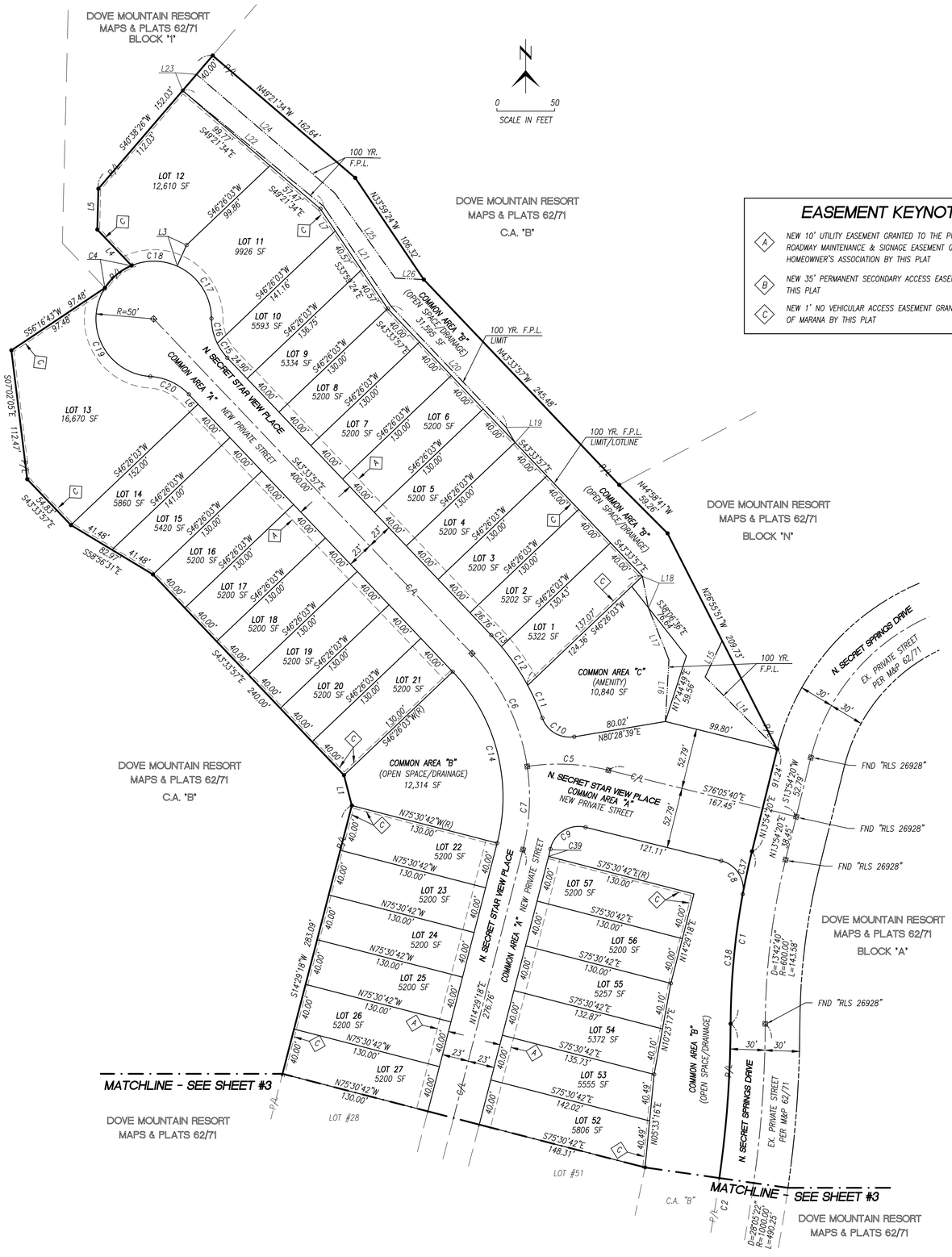
BEING A RESUBDIVISION OF LOTS 1 - 31 AND PORTIONS OF COMMON AREAS "A" (PRIVATE STREETS) AND "E" (OPEN SPACE/DRAINAGE) AS RECORDED IN DOVE MOUNTAIN RESORT, LOTS 1-153, BLOCKS "A"-"O" AND COMMON AREAS "A"-"G", MAPS & PLATS 62/71, SECTION 14, T11S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

#PRV2505-001 REF.: #PRV-06012F JOB #2473.2 DATE: JULY 16, 2025 SHEET 1 OF 3

SEQUENCE #_____

SEQUENCE #



EASEMENT KEYNOTES

- (A) NEW 10' UTILITY EASEMENT GRANTED TO THE PUBLIC AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION BY THIS PLAT
- (B) NEW 35' PERMANENT SECONDARY ACCESS EASEMENT GRANTED BY THIS PLAT
- (C) NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR
16784
WILLIAM A. BAKER, JR.
ARIZONA U.S.A.

FINAL PLAT for
DOVE MOUNTAIN RESORT IV, LOTS 1 - 57,
COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE) AND "C" (AMENITY)

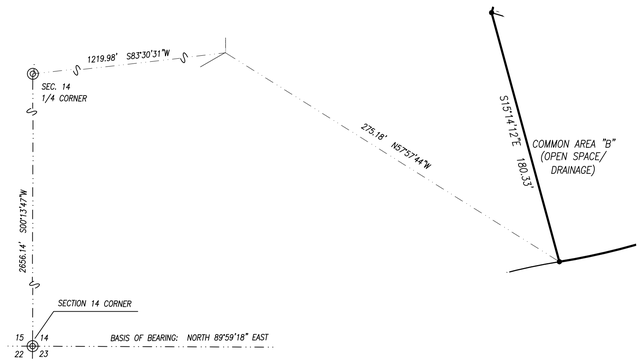
BEING A RESUBDIVISION OF LOTS 1 – 31 AND PORTIONS OF
COMMON AREAS "A" (PRIVATE STREETS) AND "E" (OPEN SPACE/DRAINAGE)
AS RECORDED IN DOVE MOUNTAIN RESORT, LOTS 1–153,
BLOCKS "A"–"O" AND COMMON AREAS "A"–"G", MAPS & PLATS 62/71,
SECTION 14, T11S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

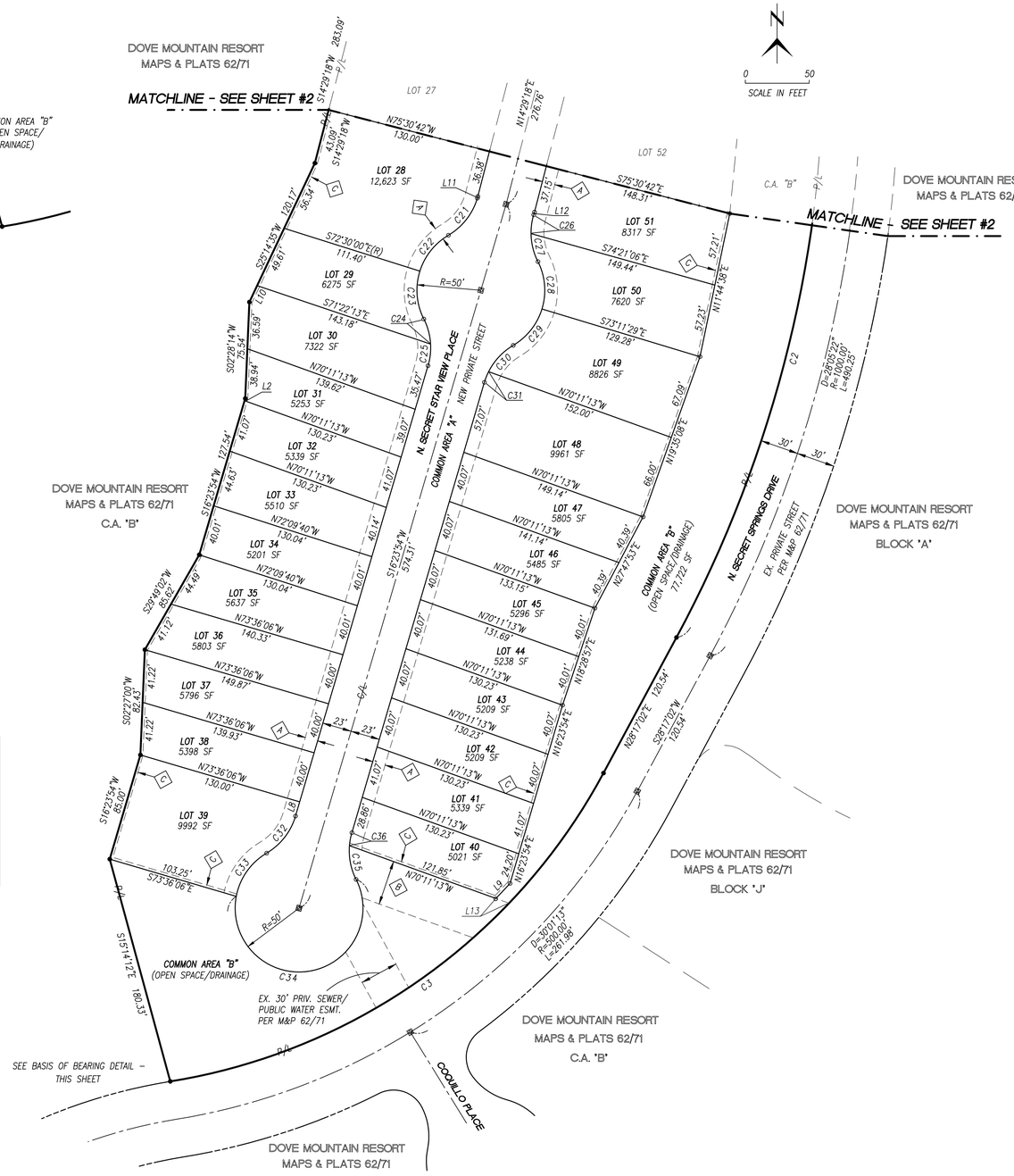
#PRV2505-001 REF.: #PRV-06012F JOB #2473.2 DATE: JULY 16, 2025 SHEET 2 OF 3

SEQUENCE #

SEQUENCE #



BASIS OF BEARING DETAIL



EASEMENT KEYNOTES

- (A) NEW 10' UTILITY EASEMENT GRANTED TO THE PUBLIC AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION BY THIS PLAT
- (B) NEW 35' PERMANENT SECONDARY ACCESS EASEMENT GRANTED BY THIS PLAT
- (C) NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	13°42'40"	630.00	150.76
C2	28°05'22"	970.00	475.54
C3	52°33'52"	470.00	431.19
C4	34°59'12"	50.00	30.53
C5	22°27'30"	181.00	70.95
C6	35°00'47"	181.00	110.61
C7	23°02'27"	181.00	72.79
C8	86°33'24"	25.00	37.77
C9	91°16'17"	25.00	39.82
C10	79°48'38"	25.00	34.82
C11	08°43'28"	204.00	31.06
C12	11°24'25"	204.00	40.61
C13	03°43'20"	204.00	13.25
C14	58°03'14"	158.00	160.09
C15	17°34'45"	50.00	15.34
C16	25°32'04"	50.00	22.28
C17	65°35'09"	50.00	57.23
C18	46°25'40"	50.00	40.52
C19	119°13'37"	50.00	104.05
C20	43°06'49"	50.00	37.62
C21	43°06'49"	50.00	37.62
C22	42°00'43"	50.00	36.66
C23	44°12'55"	50.00	38.59
C24	23°25'01"	50.00	20.44
C25	19°41'48"	50.00	17.19
C26	17°04'31"	50.00	14.90
C27	26°02'18"	50.00	22.72
C28	43°40'46"	50.00	38.12
C29	42°32'52"	50.00	37.13
C30	32°44'57"	50.00	28.58
C31	10°21'52"	50.00	9.04
C32	43°06'49"	50.00	37.62
C33	48°51'10"	50.00	42.63
C34	217°22'28"	50.00	189.69
C35	31°15'16"	50.00	27.27
C36	11°51'33"	50.00	10.35
C37	03°26'36"	630.00	37.86
C38	10°16'04"	630.00	112.90
C39	01°51'14"	204.00	6.60

CURVE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S14°32'19"E	27.17'
L2	S01°26'03"W	35.38'
L3	S23°57'44"W	20.00'
L4	S43°33'57"E	43.04'
L5	S01°26'03"W	35.38'
L6	S43°33'57"E	11.66'
L7	S33°59'24"E	23.14'
L8	S16°23'54"W	11.66'
L9	S43°12'44"W	16.18'
L10	S25°14'35"W	14.23'
L11	S16°23'54"W	1.46'
L12	S16°23'54"W	2.23'
L13	N70°11'13"W	10.96'
L14	S44°57'31"E	88.37'
L15	N25°07'14"E	34.68'
L16	S03°15'17"W	53.62'
L17	S21°33'03"E	48.61'
L18	N10°43'36"W	27.52'
L19	S30°24'01"E	15.37'
L20	N43°33'57"W	144.74'
L21	S33°59'24"E	104.45'
L22	N50°37'50"W	157.75'
L23	S40°38'26"W	18.50'
L24	S49°21'34"E	157.71'
L25	S35°21'09"E	90.41'
L26	S86°59'36"E	24.90'

LINE TABLE

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR
16784
WILLIAM J.
BAKER, JR.
ARIZONA U.S.A.

FINAL PLAT for
DOVE MOUNTAIN RESORT IV, LOTS 1 - 57,
COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE) AND "C" (AMENITY)

BEING A RESUBDIVISION OF LOTS 1 – 31 AND PORTIONS OF
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#PRV2505-001 REF.: #PRV-06012F JOB #2473.2 DATE: JULY 16, 2025 SHEET 3 OF 3

SEQUENCE #_____

SEQUENCE #_____

Pima County

Marana

Project Area

Ritz-Carlton Dove Mountain

N DOVE MOUNTAIN BL

N

1,000 500 0 500 1,000 Feet

MARANA AZ DEVELOPMENT SERVICES

Date: 7/11/2025

MARANA AZ

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: DOVE MOUNTAIN RESORT IV LOTS 1A - 31B	
Description of Project: Single Family Residential	Number of Lots: 57
Parcel No.(s): 218-19-1690, -163D, 168B, 0030 - 0330	Gross Area (Acres): 13.5
Project Address: Secret Springs Drive/Secret Star View Place	
Ref. Project No.: Dove Mtn. Resort Maps & Plat 62-71	

CONTACT INFORMATION

Owner: Landmark Title Trust #18355	Contact Name: Bill Hallinan c/o Cottonwood Prop.		
Address: 3567 E. Sunrise Dr., #219	City: Tucson	State: AZ	Zip: 85718
Email: bhallinan@cottonwoodproperties.com	Phone No.: (520) 299-8424		
Applicant: Baker & Associates Engineering	Contact Name: Marty Magelli, P.E.		
Address: 3561 E. Sunrise, Suite #225	City: Tucson	State: AZ	Zip: 85718
Email: marty@baetucson.com	Phone No.: (520) 318-1950		
Consultant/Engineer: Baker & Associates Engineering	Contact Name: Marty Magelli, P.E.		
Address: 3561 E. Sunrise Dr., #215	City: Tucson	State: AZ	Zip: 85718
Email: marty@baetucson.com	Phone No.: (520) 318-1950		

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.)

Applicant Name (PRINT)	Signature	Date
William Hallinan		5-6-25

FOR OFFICIAL USE ONLY

Project No._____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C2**

Meeting Date: 08/06/2025

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

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

Date: August 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-073: Relating to Real Estate; vacating portions of public right-of-way located west of Marana Main Street and north of the Marana Aquatic and Recreation Center and dedicated to the Town in 2005 by Deed of Dedication from Reyher Partnership and Marana 348 Limited Partnership; naming the remaining right-of-way as "Jim Conroy Place" (Andrea De La Cruz)

Discussion:

The Town of Marana received a Gift Deed from Reyher Partnership and Marana 348 Limited Partnership, dated January 5, 2005 and recorded in the office of the Pima County Recorder on January 14, 2005. The Gift Deed dedicated to the Town right-of-way located in the vicinity of the Marana Municipal Complex. This included approximately 16,634 square feet identified as "Marana Town Center Roadway South of Northwest Fire" and approximately 9,129 square feet identified as "Marana Town Center Roadway South of Northwest Fire Temporary Turnaround" (collectively referred to here as the "Town Center Right-of-Way"). Subsequently, the Town received fee title to the property surrounding the Town Center Right-of-Way by Warranty Deed from Reyher Partnership and Marana 348 Limited Partnership, recorded in the office of the Pima County Recorder on June 25, 2015.

With the recent construction of the Marana Aquatic and Recreation Center (MARC) on the southwest corner of the intersection of Marana Main Street and the Marana Town Center Roadway South of Northwest Fire, the Town has determined that portions of the Town Center Right-of-Way are no longer needed for right-of-way purposes. The

Town of Marana is authorized by A.R.S. §§ 9-240(B)(3)(e) and 28-7205 to vacate right-of-way that is no longer needed. Approval of the attached resolution will vacate those portions of the Town Center Right-of-Way that are no longer needed as right-of-way, and authorize the Town Engineer to sign a quit claim deed, quit-claiming the vacated right-of-way to the Town of Marana as the current owner of the adjacent land. This action converts the property from right-of-way to the Town's fee title property.

Furthermore, A.R.S. §9-240(B)(3)(a) gives the Town Council exclusive control over street names within the Town. The Town of Marana Addressing Manual adopted by Marana Resolution No. 2007-136 provides for Town Council approval of street names, which are then recorded with the County Recorder of the affected county. This resolution authorizes the remaining portions of the Town Center Right-of-Way to be named "Jim Conroy Place."

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-073.

Suggested Motion:

I move to adopt Resolution No. 2025-073, vacating portions of public right-of-way located west of Marana Main Street and north of the Marana Aquatic and Recreation Center and naming the remaining right-of-way as "Jim Conroy Place."

Attachments

Resolution No. 2025-073
Exhibit A to Resolution
Exhibit B to Resolution
Exhibit C to Resolution
Exhibit D to Resolution

MARANA RESOLUTION NO. 2025-073

RELATING TO REAL ESTATE; VACATING PORTIONS OF PUBLIC RIGHT-OF-WAY LOCATED WEST OF MARANA MAIN STREET AND NORTH OF THE MARANA AQUATIC AND RECREATION CENTER AND DEDICATED TO THE TOWN IN 2005 BY DEED OF DEDICATION FROM REYHER PARTNERSHIP AND MARANA 348 LIMITED PARTNERSHIP; NAMING THE REMAINING RIGHT-OF-WAY AS "JIM CONROY PLACE"

WHEREAS the Town of Marana received a Gift Deed from Reyher Partnership and Marana 348 Limited Partnership, dated January 5, 2005 and recorded in the office of the Pima County Recorder on January 14, 2005, at Docket 12469 Page 3540 (Sequence 20050101026) (the "Gift Deed"); and

WHEREAS the Gift Deed dedicated to the Town right-of-way located in the vicinity of the Marana Municipal Complex, including approximately 16,634 square feet identified in the Gift Deed as "Marana Town Center Roadway South of Northwest Fire" and approximately 9,129 square feet identified in the Gift Deed as "Marana Town Center Roadway South of Northwest Fire Temporary Turnaround" (collectively, the "Town Center Right-of-Way"); and

WHEREAS the Town received fee title to the property surrounding the Town Center Right-of-Way by Warranty Deed from Reyher Partnership and Marana 348 Limited Partnership, recorded in the office of the Pima County Recorder on June 25, 2015, at Sequence 20151760661; and

WHEREAS the Town has constructed the Marana Aquatic and Recreation Center on the southwest corner of the intersection of Marana Main Street and the Marana Town Center Roadway South of Northwest Fire and has determined that portions of the Town Center Right-of-Way are no longer needed for right-of-way purposes; and

WHEREAS the Town of Marana is authorized by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205 to vacate and abandon Town roadways; and

WHEREAS A.R.S. §9-240(B)(3)(a) gives the Town Council exclusive control over street names within the Town; and

WHEREAS paragraph X.040(C)(1) of the Town of Marana Addressing Manual adopted by Marana Resolution No. 2007-136 provides for Town Council approval of street names, which are then recorded with the County Recorder of the affected county; and

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

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

SECTION l. The Town of Marana hereby vacates and abandons those portions of the Town Center Right-of-Way more particularly described and depicted in Exhibits A and B attached to and incorporated within this resolution by this reference.

SECTION 2. The Town Engineer is hereby authorized to sign the Quit Claim Deed of Abandonment in substantially the form attached to and incorporated within this resolution by this reference as Exhibit C, quit-claiming portions of the Town Center Right-of-Way to the Town of Marana, the current owner of the adjacent land.

SECTION 3. The remaining portions of the Town Center Right-of-Way, more fully depicted on the Location Map attached hereto as Exhibit D, is hereby named as "Jim Conroy Place" and the Town Clerk is hereby directed to record this resolution in the office of the Pima County Recorder as soon as practicable after its adoption.

SECTION 4. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney



Legal Description
Marana Community Center
Right of Way Abandonment

Job No. 22-0281 March 29, 2024

A portion of the Northwest Quarter of Section 27, Township 11 South, Range 11 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 27, marked a brass cap Survey Monument, from which the Northwest Corner of said Section 27, marked by a brass cap Survey Monument, bears South 89 degrees 32 minutes 55 seconds West, 2636.89 feet;

thence along the North line of said Northwest Quarter, South 89 degrees 32 minutes 55 seconds West, 1626.33 feet;

thence South 0 degrees 27 minutes 05 seconds East, 879.80 feet to a line 10.00 feet North and parallel to the North line of "Town of Marana" Seq. 20151760661, Pima County Records and the **POINT OF BEGINNING**;

thence along said parallel line, North 89 degrees 43 minutes 50 seconds East, 325.40 feet;

thence South 0 degrees 16 minutes 10 seconds East, 16.96 feet to said North line and the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 43 degrees 31 minutes 59 seconds West a distance of 25.00 feet;

thence along said North line, Northwesterly 19.11 feet along the arc of said curve to the left through a central angle of 43 degrees 48 minutes 10 seconds;

thence continuing along said North line, South 89 degrees 43 minutes 50 seconds West, 308.10 feet;

thence North 0 degrees 16 minutes 10 seconds West, 10.00 feet to the **POINT OF BEGINNING**.

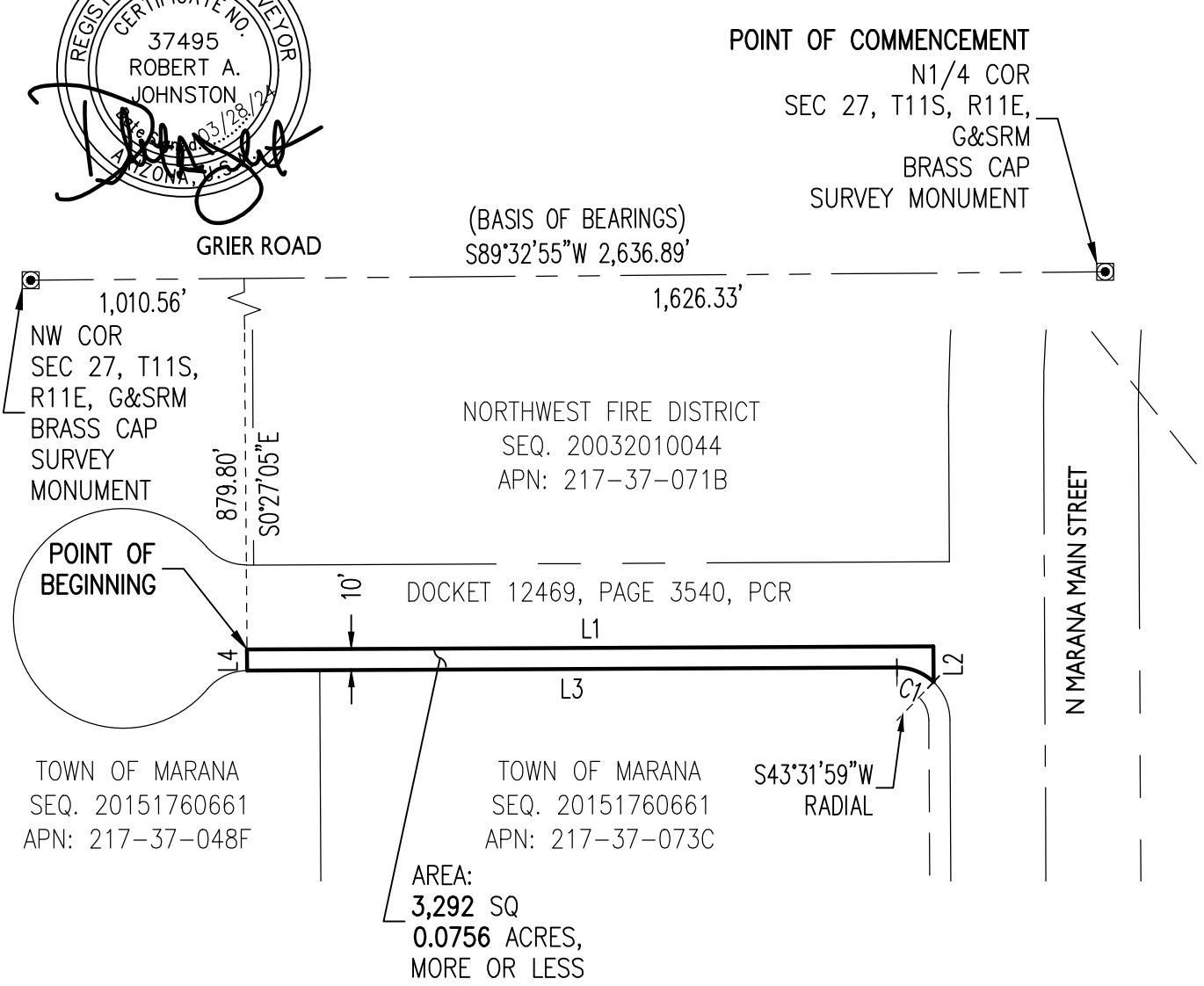
Said portion of land containing 3,292 square feet, or 0.0756 acre, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality, or any other land division restrictions.

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

EXHIBIT "A"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
03/28/24
ARIZONA, U.S.A.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°43'50"E	325.40'
L2	S00°16'10"E	16.96'
L3	S89°43'50"W	308.10'
L4	N00°16'10"W	10.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	19.11'	25.00'	43°48'10"	18.65'	N68°22'05"W

NORTH

Mar 29, 2024 1:06pm \\Eps-t12-ms01\shared$\Projects\2022\22-0281 Marana Community Center\Survey\Legals\22-0281 LD01 ROWAban - ex.dwg
cjimenez

22-0281	Drawn by: CAJ	Reviewed by: RAJ	Sheet Scale: 1" = 80'	Sheet No: 1 of 1

MARANA COMMUNITY CENTER
RIGHT OF WAY ABANDONMENT

EXHIBIT "A"

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

Revised June 4, 2004
March 12, 2004
WLB No. 199049-B-001-1003
W:\LEGALS\199049\Fire-Road-Temp.doc

The WLB Group inc

EXHIBIT B

LEGAL DESCRIPTION
MARANA TOWN CENTER
ROADWAY SOUTH OF NORTHWEST FIRE

That portion of the Northwest One-Quarter (NW 1/4) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Northwest One-Quarter (NW 1/4);

THENCE S 89°15'53" W, along the North line of said Northwest Quarter (NW 1/4), a distance of 1122.15 feet, to the centerline of Marana Main Street;

THENCE S 00°44'07" E, along said centerline line a distance of 207.50 feet to the beginning of a tangent curve, concave to the west;

THENCE Southerly along said centerline and the arc of said curve to the right, having a radius of 500.00 feet, a central angle of 16°56'50", for an arc length of 147.89 feet to a point tangency;

THENCE S 16°12'43" W, along said centerline 281.79 feet to a point of curvature of tangent concave to the East;

THENCE Southerly along said centerline and the arc of said curve to the left, having a radius of 500.00 feet, a central angle of 16°45'55", for an arc distance of 146.31 feet to a point of tangency;

THENCE S 00°33'12" E, 99.15 feet;

THENCE S 89°26'48" W, 45.00 feet to the West right-of-way line of said Marana Main Street;

THENCE S 00°33'12" E, along said right-of-way line a distance of 50.00 feet to the cusp of a curve concave to the Southwest, a radial line through said point bears N 89°26'48" E;

THENCE Northwesterly along the arc of said tangent curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", for an arc distance of 39.27 feet; to a point of tangency;

THENCE S 89°26'48" W, 305.00 feet to the **POINT OF BEGINNING**;

THENCE continue S 89°26'48" W, 3.14 feet;

THENCE Westerly along the arc of said tangent curve to the left, having a radius of 25.00 feet, a central angle of 49°30'26", for an arc distance of 21.60 feet; to a point of a reverse curve;

Revised June 4, 2004
March 12, 2004
WLB No. 199049-B-001-1003
W:\LEGALS\199049\Fire-Road-Temp.doc

The WLB Group Inc

THENCE Southwesterly, Northerly and Northeasterly along the arc of said reverse curve to the right, having a radius of 52.00 feet, a central angle of 279°00'53", for an arc distance of 253.23 feet; to a point of a reverse curve;

THENCE Easterly along the arc of said reverse curve to the left, having a radius of 25.00 feet, a central angle of 49°30'26", for an arc distance of 21.60 feet; to a point of tangency;

THENCE N 89°26'48" E, 3.14 feet to the Southwest corner of the parcel recorded in Docket 12168, Page 3179;

THENCE S 00°33'12" E, 50.00 feet to the **POINT OF BEGINNING.**

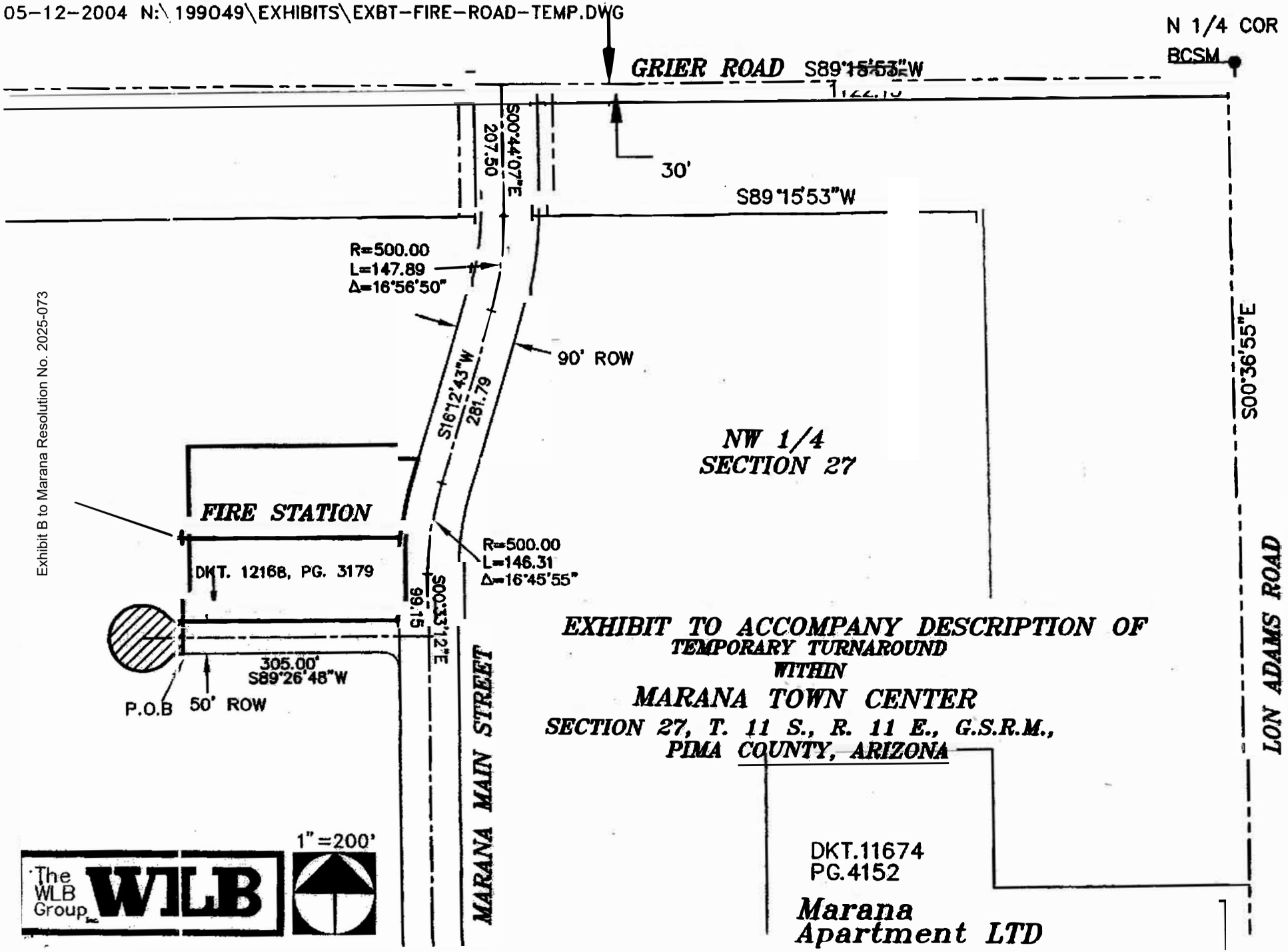
CONTAINING 9,129 square feet of land, more or less.

Prepared by:
THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:mo

WLB# project No.199049-B001-1003
05-12-2004 N:\199049\EXHIBITS\EXBT-FIRE-ROAD-TEMP.DWG



QUIT CLAIM DEED OF ABANDONMENT

Exempt: A.R.S. § 28-7210

THE TOWN OF MARANA, an Arizona municipal corporation, hereby quit claims in favor of THE TOWN OF MARANA, an Arizona municipal corporation, the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTIONS AND DEPICTIONS ATTACHED AS EXHIBITS "A" AND "B" INCORPORATED HERE BY THIS REFERENCE

RESERVING easements, if any, pursuant to A.R.S. § 28-7210 for the following as they existed before this abandonment: (a) existing sewer, gas, water or similar pipelines and appurtenances, (b) existing canals, laterals or ditches and appurtenances, and (c) electric, telephone and similar lines and appurtenances.

SUBJECT TO reservations in patents and all covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

DATED _____, 2025.

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Fausto Burruel, Town Engineer

*Per Marana Resolution No. 2025-xxx

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2025, by Fausto Burruel, the Town Engineer of THE TOWN OF MARANA, an Arizona municipal corporation, on its behalf.

(Seal)

_____
Notary Public

Exhibit "A"



Legal Description
Marana Community Center
Right of Way Abandonment

Job No. 22-0281 March 29, 2024

A portion of the Northwest Quarter of Section 27, Township 11 South, Range 11 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 27, marked a brass cap Survey Monument, from which the Northwest Corner of said Section 27, marked by a brass cap Survey Monument, bears South 89 degrees 32 minutes 55 seconds West, 2636.89 feet;

thence along the North line of said Northwest Quarter, South 89 degrees 32 minutes 55 seconds West, 1626.33 feet;

thence South 0 degrees 27 minutes 05 seconds East, 879.80 feet to a line 10.00 feet North and parallel to the North line of "Town of Marana" Seq. 20151760661, Pima County Records and the **POINT OF BEGINNING**;

thence along said parallel line, North 89 degrees 43 minutes 50 seconds East, 325.40 feet;

thence South 0 degrees 16 minutes 10 seconds East, 16.96 feet to said North line and the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 43 degrees 31 minutes 59 seconds West a distance of 25.00 feet;

thence along said North line, Northwesterly 19.11 feet along the arc of said curve to the left through a central angle of 43 degrees 48 minutes 10 seconds;

thence continuing along said North line, South 89 degrees 43 minutes 50 seconds West, 308.10 feet;

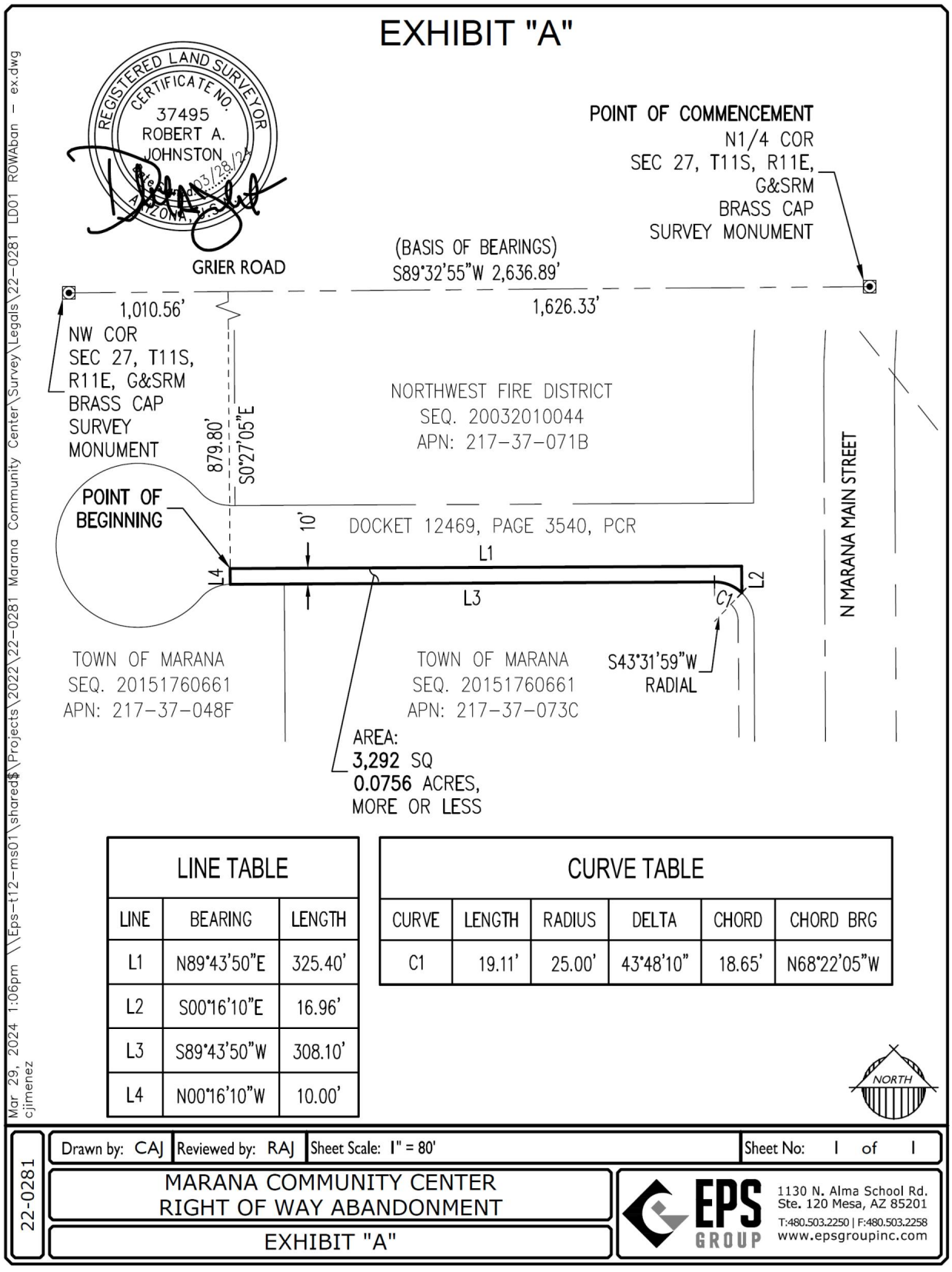
thence North 0 degrees 16 minutes 10 seconds West, 10.00 feet to the **POINT OF BEGINNING**.

Said portion of land containing 3,292 square feet, or 0.0756 acre, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

Exhibit "A" continued

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality, or any other land division restrictions.

Exhibit "A" continued



LINE TABLE

LINE	BEARING	LENGTH
L1	N89°43'50"E	325.40'
L2	S00°16'10"E	16.96'
L3	S89°43'50"W	308.10'
L4	N00°16'10"W	10.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	19.11'	25.00'	43°48'10"	18.65'	N68°22'05"W

22-0281	Drawn by: CAJ	Reviewed by: RAJ	Sheet Scale: 1" = 80'
	MARANA COMMUNITY CENTER RIGHT OF WAY ABANDONMENT		Sheet No: 1 of 1
	EXHIBIT "A"		

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

Exhibit "B"

Revised June 4, 2004
March 12, 2004
WLB No. 199049-B-001-1003
W:\LEGALS\199049\Fire-Road-Temp.doc

the WLB group inc

LEGAL DESCRIPTION
MARANA TOWN CENTER
ROADWAY SOUTH OF NORTHWEST FIRE

That portion of the Northwest One-Quarter (NW 1/4) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Northwest One-Quarter (NW 1/4);

THENCE S 89°15'53" W, along the North line of said Northwest Quarter (NW 1/4), a distance of 1122.15 feet, to the centerline of Marana Main Street;

THENCE S 00°44'07" E, along said centerline line a distance of 207.50 feet to the beginning of a tangent curve, concave to the west;

THENCE Southerly along said centerline and the arc of said curve to the right, having a radius of 500.00 feet, a central angle of 16°56'50", for an arc length of 147.89 feet to a point tangency;

THENCE S 16°12'43" W, along said centerline 281.79 feet to a point of curvature of tangent concave to the East;

THENCE Southerly along said centerline and the arc of said curve to the left, having a radius of 500.00 feet, a central angle of 16°45'55", for an arc distance of 146.31 feet to a point of tangency;

THENCE S 00°33'12" E, 99.15 feet;

THENCE S 89°26'48" W, 45.00 feet to the West right-of-way line of said Marana Main Street;

THENCE S 00°33'12" E, along said right-of-way line a distance of 50.00 feet to the cusp of a curve concave to the Southwest, a radial line through said point bears N 89°26'48" E;

THENCE Northwesterly along the arc of said tangent curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", for an arc distance of 39.27 feet; to a point of tangency;

THENCE S 89°26'48" W, 305.00 feet to the **POINT OF BEGINNING**;

THENCE continue S 89°26'48" W, 3.14 feet;

THENCE Westerly along the arc of said tangent curve to the left, having a radius of 25.00 feet, a central angle of 49°30'26", for an arc distance of 21.60 feet; to a point of a reverse curve;

Exhibit "B" continued

Revised June 4, 2004
March 12, 2004
WLB No. 199049-B-001-1003
W:\LEGALS\199049\Fire-Road-Temp.doc

The WLB Group Inc.

THENCE Southwesterly, Northerly and Northeasterly along the arc of said reverse curve to the right, having a radius of 52.00 feet, a central angle of 279°00'53", for an arc distance of 253.23 feet; to a point of a reverse curve;

THENCE Easterly along the arc of said reverse curve to the left, having a radius of 25.00 feet, a central angle of 49°30'26", for an arc distance of 21.60 feet; to a point of tangency;

THENCE N 89°26'48" E, 3.14 feet to the Southwest corner of the parcel recorded in Docket 12168, Page 3179;

THENCE S 00°33'12" E, 50.00 feet to the **POINT OF BEGINNING**.

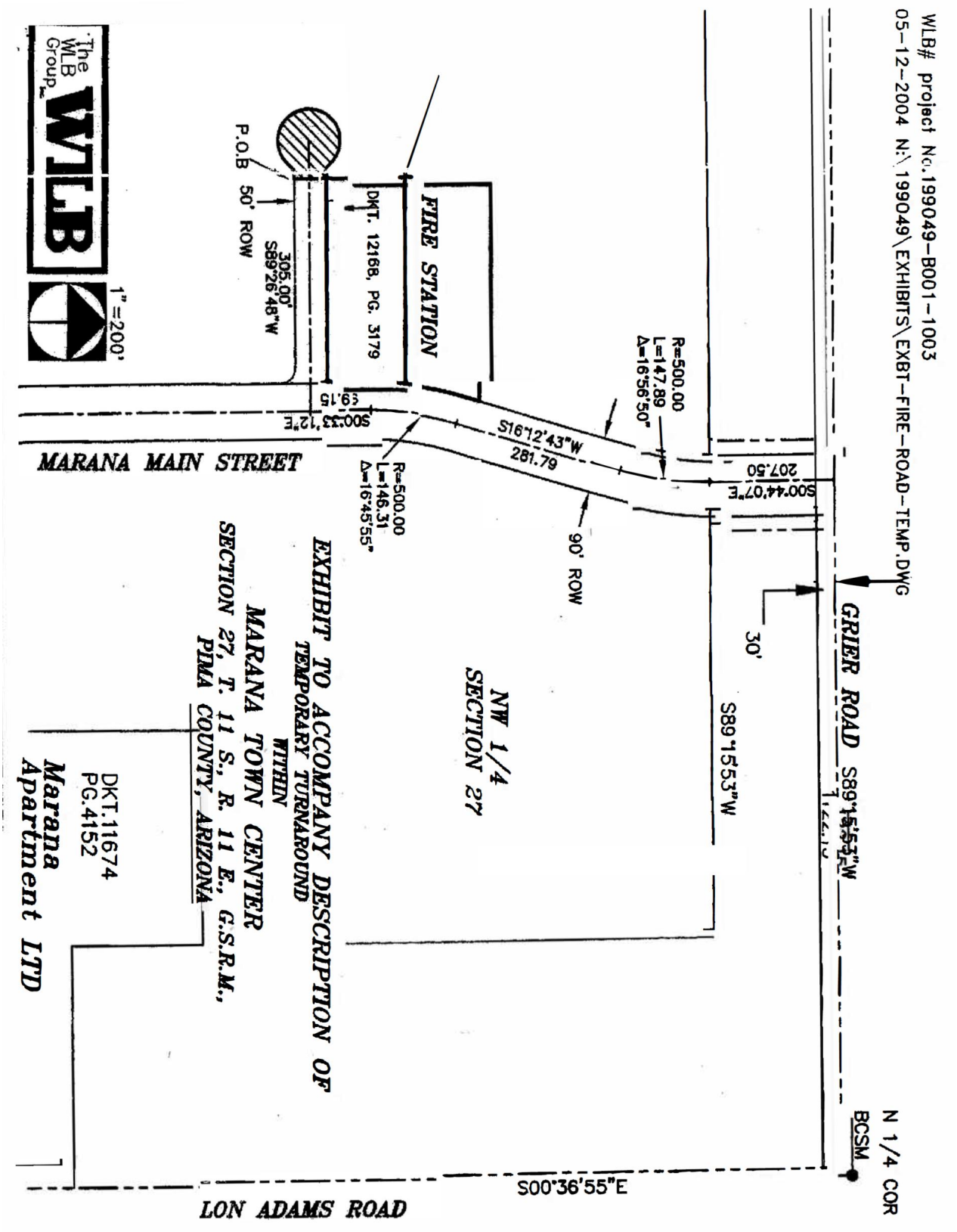
CONTAINING 9,129 square feet of land, more or less.

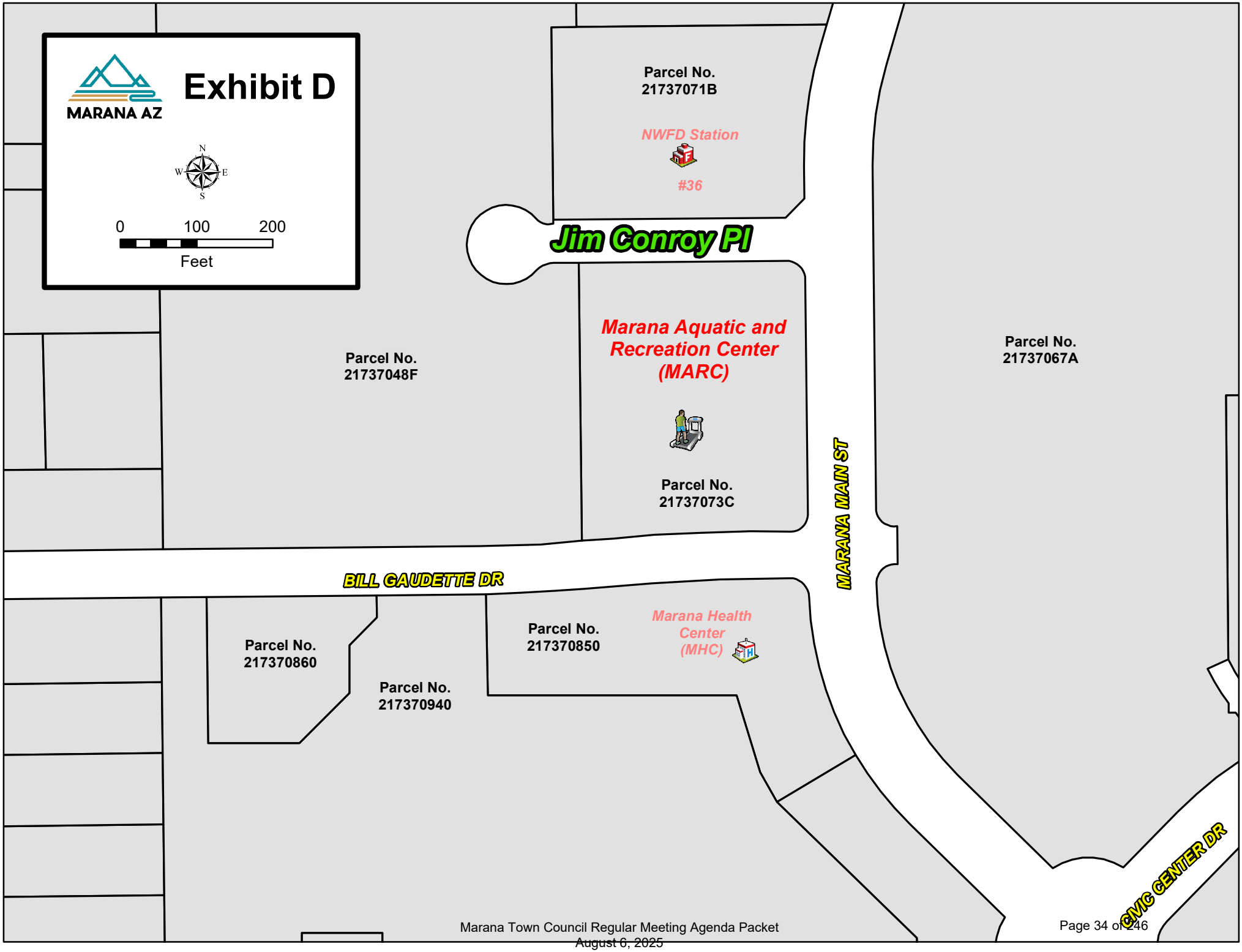
Prepared by:
THE WLB GROUP, INC.



Jack A. Buchanan, RLS
JAB:mo

Exhibit "B" continued


WLB# project No.199049-B001-1003
05-12-2004 N:\199049\EXHIBITS\EXBT-FIRE-ROAD-TEMP.DWG
The WLB Group
WLB
1"=200'
EXHIBIT TO ACCOMPANY DESCRIPTION OF
TEMPORARY TURNAROUND
WITHIN
MARANA TOWN CENTER
SECTION 27, T. 11 S., R. 11 E., G.S.R.M.,
PIMA COUNTY, ARIZONA
FIRE STATION
MARANA MAIN STREET
LON ADAMS ROAD
GRIER ROAD
NW 1/4
SECTION 27
N 1/4 COR
BCSM
P.O.B 50' ROW
305.00'
S89°26'48"W
DKT. 12168, PG. 3179
59.15
S00°33'12"E
S16°12'43"W
281.79
R=500.00
L=147.89
Δ=16°56'50"
R=500.00
L=146.31
Δ=16°45'55"
207.50
S00°44'07"E
90' ROW
30'
S89°15'53"W
S00°36'55"E
DKT.11674
PG.4152
Marana
Apartment LTD


Exhibit D
MARANA AZ
N
W
E
S
0
100
200
Feet
Parcel No.
21737071B
NWFD Station
#36
Jim Conroy Pl
Marana Aquatic and
Recreation Center
(MARC)
Parcel No.
21737048F
Parcel No.
21737073C
Parcel No.
21737067A
MARANA MAIN ST
BILL GAUDETTE DR
Parcel No.
217370860
Parcel No.
217370940
Parcel No.
217370850
Marana Health
Center
(MHC)
CIVIC CENTER DR

Council-Regular Meeting **C3**

Meeting Date: 08/06/2025

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: August 6, 2025

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Relating to Procurement; approving a change order to the contract with McGann & Associates in the amount of $40,000.00 for the Saguaro Bloom Community Park, Ph-2 (PK040); 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)

Discussion:

Marana Town Code Section 3-4-7(B)(3) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed the amounts set forth in section 3-4-8(A)(3) of the town code.

The budget for fiscal year 2025-2026 was adopted on June 17, 2025 and included the Town's 5 year CIP program. The Saguaro Bloom Community Park, Ph-2 (PK040) project was properly included within the Town of Marana's FY2026 Capital Improvement Plan.

Effective March 3, 2023, the Town entered into a contract with McGann & Associates to provide professional landscape architectural services for the Saguaro Bloom Community Park, Ph-2 (PK040) project for the amount of $268,630.00.

Prior to this request, the Town has processed two change orders to this contract in the amount of $103,580.00 for additional Geotechnical Investigations for a total contract amount of $372,210.

An additional change order is now being requested to:

- Capture current site elevations for Phase 2 and document as-built conditions for Phase 1, including additional fill placed on-site.
- Update earthwork quantities and coordinate with Dynamic Preconstruction Services to revise the cost estimate and bid schedule.
- Update civil and landscape plans based on survey results.
- Provide added construction administration services to address grading/drainage changes and circulation updates requested by the Town.

This proposed change order will cost an additional $40,000.00. Thus, including this proposed change order amount of $40,000.00 and the previous change order amount of $103,580.00, the cumulative amount of change orders for this contract exceeds $100,000.00 and requires Town Council approval pursuant to MTC 3-4-7(B)(3). This additional proposed change order will bring the total amount of the contract to $412,210.00.

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	Yes
Amount:	$40,000

Funding for this change order is available withini the existing project budget.

Staff Recommendation:

Staff recommends approval of the change order to the McGann & Associates contract for the Saguaro Bloom Community Park, Ph-2 (PK040) project in the amount of $40,000.00.

Suggested Motion:

I move to approve the change order to the contract with McGann & Associates in the amount of $40,000.00 for the Saguaro Bloom Community Park, Ph-2 (PK040), to authorize the transfer of appropriations if necessary for the change order, and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

McGann Proposal

McGANN & ASSOCIATES
LANDSCAPE ARCHITECTS & PLANNERS
6814 N Oracle Road, Suite 210, Tucson, AZ 85704
520-297-9540 | www.mcgannland.com

May 12, 2025
Mr. Tom Houle
CIP Project Manager, Engineering Department
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

Ref: PK040 Saguaro Bloom Phase II Expansion Project – Change Order Request #3 – Additional Post Design Services for Drone Survey, Cost Estimate Coordination, Plan Revisions, and Construction Administration.

Dear Tom,
We are requesting authorization for additional services on this project to include a drone survey, coordination with an independent cost estimator, plan revisions, and additional construction phase services. These efforts are required to address recent site conditions and Town of Marana permitting coordination.

Scope of Additional Services:
Drone Survey: Capture current site elevations for Phase 2 and document as-built conditions for Phase 1, including additional fill placed on-site.
Cost Estimating Coordination: Update earthwork quantities and coordinate with Dynamic Preconstruction Services to revise the cost estimate and bid schedule.
Plan Revisions: Update civil and landscape plans based on survey results.
Construction Phase Services: Provide added CA support to address grading/drainage changes and circulation updates requested by the Town.

The fee breakdown for these additional services is outlined in the attached fee worksheet, along with our subconsultants' corresponding fee proposals.

Proposed Time & Materials Fee (Not-to-Exceed) for the subject work is as follows:

SCE Engineering – Additional Services	$36,820.00
McGann & Associates – Additional Services	$3,180.00
Total Fee for Time & Materials Not to Exceed.....	**$40,000.00**

Tom, please let me know if you have any questions or need further information. We look forward to receiving your authorization to proceed with these services.

Sincerely,

Scott R. Martinez
President
McGann & Associates

x.c. File 23-1255

PRIME CONSULTANT
FEE PROPOSAL
WORKSHEET

McGANN & ASSOCIATES

Change Order Request #3
Additional Post Design Services

McGANN & ASSOCIATES
LANDSCAPE ARCHITECTS & PLANNERS
6814 N Oracle Road, Suite 210, Tucson, AZ 85704 | 520-297-9540 | www.mcgannland.com

Proposal Worksheet

	Project:	**Saguaro Bloom Phase 2 - Development**					
	Task / Phase	**Task 1:**	**Additional Design Services #3 - Post Design Services**				
	Date:	**5/12/2025**					
	Client:	**Town of Marana - Parks and Recreation Department**					
	Reviewed by:	**SRM**					
	Task:	**Principal**	**Land.Arch.**	**Land. Des.**	**CAD Tech**	**Clerical**	**Task Hrs.**
1	Coordination w/ subconsultants	2.0	2.0				4.0
2	Permit Plan Revisions to Final Improvement Plans - Landscape/ Irrigation/ Hardscape/ Fencing as required to accommodate grading plan revisions		4.0	8.0	8.0		20.0
3	Coordination of As-built drone survey of Phase 1		2.0				2.0
4	Coordination of Permit Plan Revisions with Marana DSD		2.0				2.0
5	Additional CA Services Related to Permit Plan Revisions		4.0		4.0		8.0
6							0.0
7							0.0
8							0.0
9							0.0
10							0.0
11							0.0
12							0.0
13							0.0
14							0.0
15							0.0
16							0.0
17							0.0
18							0.0
19							0.0
20							0.0
21							0.0
22							0.0
23							0.0
24							0.0
25							0.0
	Total Hours	**2.0**	**14.0**	**8.0**	**12.0**	**0.0**	**36.0**
	Hourly Rate	**$135.00**	**$100.04**	**$80.06**	**$65.07**	**$55.08**	
	Cost	**$270.00**	**$1,400.56**	**$640.48**	**$780.84**	**$0.00**	
	Labor Cost This Page	**$3,091.88**					
	Materials and Supplies - Total	**$0.00**		**Subconsultants - Total**		**$36,820.00**	
	Misc.		$0.00	Structural			$0.00
				SCE - Civil Engineering			$36,820.00
	Reproduction - Total	**$88.12**		Electrical			$0.00
	In-House Plotting		$50.00	Cost Estimating			$0.00
	Large Format Copies		$25.00				
	Xerox		$13.12				
	Other		$0.00	**Auto Use / Car Rental**		**$0.00**	
				Rented			$0.00
	Miscellaneous Expenses - Total	**$0.00**		Personal	0	Miles x $0.58	$0.00
	Other		$0.00				
	Other		$0.00				
	TASK TOTAL	**$40,000.00**					

SUBCONSULTANT
FEE PROPOSAL

SCE ENGINEERING

Change Order Request #3
Additional Post Design Services

510 E. 4th St
TUCSON, AZ 85705
(520) 405-7353

Scope of Work
Post Design Services
for
Saguaro Bloom Regional Park
Phase II

A. GENERAL INFORMATION

SCE Engineering (SCE) is pleased to provide this cost proposal for the project listed below.

Project Name: Saguaro Bloom Regional Park, Phase II
Project Client: Town of Marana, AZ
Project Location: Marana, AZ
Project Description: Construct Phase II of Saguaro Bloom Park including 2 lighted diamond fields, 1 lighted rectangular field, a dog park, 2 ramadas, parking, bathrooms, a maintenance yard and sight lighting.
Scope of Work: Perform drone flights and create surfaces for finals grading, coordinate with independent cost estimator and perform additional post design services, as needed
Contract Type: Time and Materials

B. DETAILED SCOPE OF WORK

The following scope is for services provided by SCE Engineering and based discussion with Town staff and McGann and Associates.

Task	Scope	Deliverable	Assumptions
1.1- Project Administration	Attend two field meetings, process contract modifications and invoices	Meeting notes	
1.2- Drone Flights/Surface Model	Perform two drone flights to monitor changes in existing surface due to dumping from adjacent projects. Create surfaces to evaluate volume changes in materials	DTM	
1.3 -Revise Grading Plans	Revise grading plan to match existing surface at final design	Revised contours on final plans	
1.4- Additional post design services	Respond to RFI's and submittals, and additional reviews by the Town	RFI responses, revised plans	
1.5- Independent Cost Estimating Coordination	Coordinate with independent cost estimator, provide plans and service models		

C. ADDITIONAL SERVICES

D. CLOSURE

510 E. 4th St
TUCSON, AZ 85705
(520) 405-7353

A cost proposal has been provided herein. This is based on our understanding of the scope of work and assumptions. Please contact the undersigned if you have any questions or comments or require any further information.

Sincerely,
SCE Engineering

Megan Franklin, PE
Principal

510 E 4th Street
Tucson, AZ 85705
(520) 405-7353

Town of Marana
Saguaro Bloom Phase II
Post Design Services

Contract Type: Time and Materials
Date: 04/24/2025

Labor

Category	Labor Rate	Hours	Total Labor
Project Principal	$160.00	0	$0.00
Project Manager	$150.00	20	$3,000.00
Engineer	$130.00	124	$16,120.00
Designer	$120.00	140	$16,800.00
Clerical	$90.00	10	$900.00
Total Labor Cost		294	$36,820.00

Direct Costs

Travel	$0.00
Plotting	$0.00
PAG Mapping	$0.00
Total Direct Cost	$0.00

Subconsultants

Total Subconsultant Cost	$0.00

Total Fee	$36,820.00

Megan Franklin, PE

Task Summary

	Task Description	Project Principal	Project Manager	Project Engineer	Designer/ Drafter	Clerical	Total by Task	Cost per Task
	Total by Category	0	20	124	140	10	294	$36,820.00
1.1	Project Administration	0	4	4	0	8	16	$1,840.00
1.2	Drone Flights	0	4	20	20	0	44	$5,600.00
1.3	Surfaces/Revise Grading	0	4	20	20	0	44	$5,600.00
1.4	Post Design Services	0	4	60	80	2	146	$18,180.00
1.5	Cost Estimating Coord	0	4	20	20		44	$5,600.00

Council-Regular Meeting **C4**

Meeting Date: 08/06/2025

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: August 6, 2025

Subject: Approval of Regular Town Council Meeting Summary Minutes of June 17, 2025 and approval of Special Town Council Meeting Summary Minutes of June 17, 2025 (Jill McCleary)

Attachments

Regular Council Meeting Minutes, 06/17/2025

Special Council Meeting Summary Minutes, 06/17/2025

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 17, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:14 PM and directed the Town Clerk to call the roll. Vice Mayor Ziegler and Council Member Comerford were absent. All other Council Members were present, constituting a quorum. Due to an electrical issue, the meeting was conducted without lighting in the Council Chambers; however, all essential equipment, including microphones, computers, and recording systems, remained operational.

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

APPROVAL OF AGENDA

Mayor Post asked for a motion to approve the agenda.

Council Member Officer moved to consider Item A5 first under Council Action. Council Member Kai seconded the motion. Motion passed, 5-0.

CALL TO THE PUBLIC

Jennie DeBray, **Phyllis M. Farenga**, **Angela Cohen**, **Cathy Bliven**, **Jacqueline David**, **Bob Pulver**, and **Brad Demidio** addressed the Council in opposition to the proposed Linda Vista 52 Annexation. Speakers expressed a wide range of concerns, including impacts on neighborhood well-being, loss of community character, threats to wildlife, reduction of desert open space, environmental degradation, water availability, the effects of high-density development, zoning changes, increased traffic congestion, accelerated population growth, and strain on infrastructure. Other issues mentioned included references to past land use decisions, political influence, and historical events that speakers believed reflected an ongoing pattern of concern.

David Parker addressed the Council in opposition to Item C1 on the Consent Agenda. He raised concerns regarding proposed amendments to the Town Code related to inoperable vehicles, noting he believed that the language was overly broad and could lead to unintended conflicts.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh reported on his visit to the Northwest Pima County Service Center and noted preservation efforts related to the former Golden Lanes building.

Council Member Murphy remarked on the summer closure of the Marana Heritage Arena following a successful season of events.

Mayor Post reported on the appointment of **Mike Ortega** as interim PAG/RTA director, a meeting with Continental Ranch HOA residents, participation in the Dine & Discover campaign, and the success of the Marana Aquatics & Recreation Center (MARC) summer camps. He also expressed appreciation for the respectful tone of most public comments that evening.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema also commented on the success of the MARC's summer camps. He noted that 58 single-family residential permits were issued so far in June 2025, compared to 133 permits issued in June 2024. He stated that the MARC remained a popular destination, with over 2,300 memberships serving more than 8,000 individuals and averaging nearly 1,000 daily visits. He thanked Town staff and Veterans of Foreign

Wars Post 5990 for their volunteer efforts at Heritage Farms Park. **Mr. Rozema** announced that the Town's annual Star-Spangled Spectacular was scheduled to take place on July 4 at Crossroads at Silverbell District Park. He also reminded attendees that the unveiling of the "Wings Over Marana" public art installation would occur on Friday, June 20 at the Marana Regional Airport. Additionally, he shared that the Town received an award from the American Public Works Association for the CalPortland Shared Use Path project. He reminded the Council and the public that Council meetings in July were canceled.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2025.012: Relating to public nuisance and property preservation; adopting revisions to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code; revising Section 18-1-2 (Definitions) to replace the definition of "junked or abandoned vehicle" with "inoperable motor vehicle" and to add definitions for "owner" and "responsible party"; revising Section 18-3-2 (Vehicles and watercraft) by replacing "junked or abandoned vehicle" with "inoperable motor vehicle" and by adding a provision prohibiting an inoperable motor vehicle on public streets or property; revising Section 18-3-4 (Land) to clarify wording; and designating an effective date

Resolution No. 2025-055: Relating to public nuisance and property preservation; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.012; adopting revisions to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code; revising Section 18-1-2 (Definitions) to replace the definition of "junked or abandoned vehicle" with "inoperable motor vehicle" and to add definitions for "owner" and "responsible party"; revising Section 18-3-2 (Vehicles and watercraft) by replacing "junked or abandoned vehicle" with "inoperable motor vehicle" and by adding a provision prohibiting an inoperable motor vehicle on public streets or property; revising Section 18-3-4 (Land) to clarify wording; and designating an effective date (Luke Fischer)

C2 Resolution No. 2025-056: Relating to Administration; designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General (Jane Fairall)

C3 Resolution No. 2025-057: Relating to Development; approving the Final Plat for Twin Peaks Vista, Lots 1-58 and Common Areas "A-1" - "A-5" (Natural Open Space), "B" (Active Open Space), and "C-1" - "C-2" (Revegetated Open Space, Drainage, and Utilities)

located west of Twin Peaks Road and south of the Potvin Lane Alignment within a portion of Section 11, Township 12 South, Range 12 East (Brian D. Varney)

C4 Resolution No. 2025-058: Relating to Municipal Court; approving the reappointment of Darlene Chavira-Chavez as magistrate pro tempore for the Marana Municipal Court (Libby Shelton)

C5 Resolution No. 2025-059: Relating to Municipal Court; approving the appointment of Maricela Meza and Bruce Chalk as a magistrates pro tempore for the Marana Municipal Court (Libby Shelton)

C6 Resolution No. 2025-060: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves by amending Section 4-1 "Vacation Leave," Policy 4-9 "Leave Donation," and Policy 4-16 "Parental Paid Time Off" (Curry C. Hale)

C7 Resolution No. 2025-061: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 – Employment Benefits and Leaves by amending Policy 4-14 "Alternative Work Assignments/Light Duty" (Curry C. Hale)

C8 Resolution No. 2025-062: Relating to Public Works; approving and authorizing the Mayor to execute the First Amendment to Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit (Jane Fairall)

C9 Resolution No. 2025-063: Relating to Water; approving and authorizing the Mayor to sign the Third Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

C10 Approval of Regular Council Meeting Summary Minutes of June 3, 2025 (David Udall)

Mayor Post moved to approve the consent agenda excluding C1, with C1 to be brought back at a later date. Council Member Cavanaugh and Council Member Officer seconded the motion. Motion passed, 5-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2025-064: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Planning Commission (David L. Udall)

Deputy Town Attorney David Udall presented the item, noting that the four-year terms of **Planning Commission Members David Bowen, Ronald Hill, and Sharon Tyson** were set to expire on June 30, 2025. All three reapplied and met eligibility requirements. Staff recommended reappointment.

Council Member Kai moved to adopt Resolution No. 2025-064, appointing David Bowen, Ronald Hill, and Sharon Tyson to the Town of Marana Planning Commission as described in Resolution No. 2025-064. Council Member Cavanaugh seconded the motion. Motion passed, 5-0.

B2 Resolution No. 2025-065: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Utilities Board (David L. Udall)

Mr. Udall reported that three Council-appointed seats on the Utilities Board were vacant due to expiring terms. One application was received from former **Board Member Jeff Biggs**. **Mr. Udall** stated **Mr. Biggs** meets eligibility requirements and that additional applications will be reviewed at a future meeting.

Council Member Cavanaugh moved to adopt Resolution No. 2025-065, appointing Jeff Biggs to the Town of Marana Utilities Board as described in Resolution No. 2025-065. Council Member Officer seconded the motion. Motion passed, 5-0.

COUNCIL ACTION

A5 Resolution No. 2025-070: Relating to Tourism; approving and authorizing the implementation of the Town of Marana Tourism Master Plan, 2025 - 2035 (Stefanie Boe)

Tourism and Marketing Manager Stefanie Boe presented the finalized Tourism Master Plan, which was developed in collaboration with Town staff, consultants, the Civic Committee, and community stakeholders. **Ms. Boe** highlighted key strategies in the plan, such as expanding the Town's festivals and events, leveraging visitor data from the Tucson Premium Outlets (2.1 million annual visits) and Arizona Pavilions (9.2 million visits), and increasing overnight stays through targeted marketing campaigns such as "Dine & Discover." A copy of the presentation slides is on file with the Town Clerk's Office.

Council Member Officer commented on the photographs used in the Tourism Master Plan and complimented the presentation.

Council Member Cavanaugh praised the focus on dogs in Discover Marana.

Mayor Post congratulated **Ms. Boe** and the Master Plan team.

Council Member Officer moved to adopt Resolution No. 2025-070. Council Member Kai seconded the motion. Motion passed, 5-0.

A1 PUBLIC HEARING: Resolution No. 2025-066: Relating to Community and Neighborhood Services; approving and adopting the Town of Marana Plan Year 2025 Annual Action Plan for the Town of Marana Community Development Block Grant Program and authorizing the Town Manager to transmit the Annual Action Plan document to the United States Department of Housing and Urban Development (Lisa Shafer)

Mayor Post opened the public hearing at 7:24 PM.

Community Development Manager Lisa Shafer provided an overview of the Community Development Block Grant (CDBG) program, which the Town began administering independently from Pima County. She summarized the planned expenditures for FY25, reviewed accomplishments from FY24, and described recent public outreach efforts. A copy of the presentation slides is on file with the Town Clerk's Office. No public comments were received during the public hearing.

Mayor Post thanked **Ms. Shafer** and expressed a willingness to advocate for additional CDBG-related funding from Pima County.

Council Member Cavanaugh asked how the department reaches individuals that benefit from this funding. **Ms. Shafer** said there are several ways that they reach individuals, including word of mouth, attending public events, and through code enforcement staff.

Mayor Post closed the public hearing at 7:31 PM.

Council Member Kai moved to adopt Resolution No. 2025-066. Council Member Officer seconded the motion. Motion passed, 5-0.

A2 Ordinance No. 2025.013: Relating to Building Safety; adopting by reference the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Plumbing Code (IPC), the 2024 International Residential Code (IRC), the 2024 International Mechanical Code (IMC), the 2024 International Property Maintenance Code (IPMC), the 2023 National Electrical Code (NEC), the 2024 International Fire Code (IFC), the 2024 International Fuel Gas Code

(IFGC), and the 2024 International Swimming Pool and Spa Code (ISPSC); adopting local amendments to the foregoing codes; amending Marana Town Code Title 7 (Building) by revising Section 7-1-2 (Building codes adopted); and designating an effective date (David Spurlock)

Resolution No. 2025-067: Relating to Building Safety; declaring the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Plumbing Code (IPC), the 2024 International Residential Code (IRC), the 2024 International Mechanical Code (IMC), the 2024 International Property Maintenance Code (IPMC), the 2023 National Electrical Code (NEC), the 2024 International Fire Code (IFC), the 2024 International Fuel Gas Code (IFGC), and the 2024 International Swimming Pool and Spa Code (ISPSC) and the local amendments to the foregoing codes adopted by Marana Ordinance No. 2025.013 as public records filed with the Town Clerk (David Spurlock)

Chief Building Official David Spurlock presented the proposed adoption of an updated suite of building codes. He explained that the Town follows a six-year adoption cycle to update standards, while applying local amendments to reflect Marana's specific needs. A copy of the presentation is on file with the Town Clerk's Office.

Mayor Post inquired whether **Mr. Spurlock** had discretion when interpreting and adjusting the code. **Mr. Spurlock** said that the Chief Building Official may interpret and adjust code application, provided the intent of the code was maintained.

Council Member Cavanaugh asked how adopted codes are shared with developers. **Mr. Spurlock** shared that he meets with the local homebuilders' association and that builders keep up with codes.

Council Member Kai moved to adopt Ordinance No. 2025.013 and Resolution No. 2025-067. Council Member Officer seconded the motion. Motion passed, 5-0.

A3 Resolution No. 2025-068: Relating to Airport; approving and authorizing the Mayor to sign the "Third Amendment to First Amended FBO Lease Agreement" with Pima Aviation, Inc. for the exchange of certain Airport parcels in furtherance of the Town's air traffic control tower project (David L. Udall)

Deputy Town Attorney David Udall presented the amendment to the Town's fixed-base operator lease. Under the proposal, the Town would remove approximately 1.69 acres currently leased to Pima Aviation to accommodate the tower in a central location identified by the FAA's siting study. In exchange, a parcel of equal size elsewhere on airport property would be added to Pima Aviation's lease.

Councilmember Cavanaugh inquired about the future building on the exchanged parcel and whether an additional environmental impact study would be required. **Mr. Udall** responded that the intended use of the parcel had not yet been determined but noted that the FAA's original siting and environmental review already included the selected location. **Mr. Rozema** further assured the Council that no new environmental review would be necessary, as the site aligns with prior analyses.

Council Member Cavanaugh moved to adopt Resolution No. 2025-068. Council Member Officer seconded the motion. Motion passed, 5-0.

A4 Resolution No. 2025-069: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement (Jane Fairall)

Town Attorney Jane Fairall presented on this item, which related to the Monarch Development (formerly known as Vanderbilt Farms). She shared the proposed amendment to the development agreement. The images presented by **Ms. Fairall** are on file with the Town Clerk's Office.

Council Member Kai moved to adopt Resolution No. 2025-069. Council Member Officer seconded the motion. Motion passed, 5-0.

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)

Town Manager Terry Rozema reported that there had been no movement on legislation but noted developments regarding the state budget. **Mr. Rozema** emphasized that there are only thirteen days remaining before the end of the fiscal year and, while the two sides are not yet close to agreement, there is hope a resolution can be reached in the coming two weeks.

D2 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2025-2026 final budget (Yiannis Kalaitzidis)

Mayor Post opened the public hearing at 8:03 PM.

Finance Director Yiannis Kalaitzidis presented the final budget for Fiscal Year 2025–2026 and requested the Council's approval. He noted that there had been no changes from the previously adopted tentative budget and reminded the Council of the timeline leading to the final budget. **Mr. Kalaitzidis** expressed thanks to the Mayor and Council, as well as the Town Manager's Office, all departments, and Finance staff for their months of dedicated work. The presentation concluded without questions from the Council.

Mayor Post closed the public hearing at 8:03 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).

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

Council did not meet in Executive Session.

E3 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Town of Marana Utilities Board.

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 Post requested future agenda items. There were no requests for future agenda items from Council Members.

ADJOURNMENT

Mayor Post asked for a motion to adjourn.

Council Member Kai moved to adjourn the meeting. Motion passed, 5-0. The meeting was adjourned at 8:03 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 17, 2025. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 17, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

DRAFT

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 8:03 PM and directed the Town Clerk to call the roll. Vice Mayor Ziegler and Council Member Comerford were absent. All other Council Members were present, constituting a quorum.

APPROVAL OF AGENDA

Council Member Kai moved to approve the agenda as presented. Council Member Murphy seconded the motion. Motion passed, 5-0.

COUNCIL ACTION

A1 Resolution No. 2025-071: Relating to Budget; adopting the Town of Marana's fiscal year 2025-2026 final budget (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis asked the Council to consider approval of the Town of Marana's fiscal year 2025-2026 final budget, which was presented at the Regular Council Meeting held on June 17, 2025. There were no questions from the Council.

Council Member Officer moved to adopt Resolution No. 2025-071. Council Member Cavanaugh seconded the motion. Motion passed, 5-0.

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 Post asked for a motion to adjourn.

Council Member Officer moved to adjourn the meeting. Motion passed, 5-0. Meeting adjourned at 8:05 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Special Meeting held on June 17, 2025. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

Council-Regular Meeting **L1**

Meeting Date: 08/06/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: August 6, 2025

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 Sampling Privilege, series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743 (Jill McCleary)

Discussion:

This application is for a Sampling Privilege, series #009 Liquor Store liquor license at Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743. It is associated with a current series #009 Liquor Store liquor license at the same location. The applicant indicates that sampling events will comply with statutory requirements, and that the owners plan to have two to four sampling events this year.

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).

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." Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building, and other legal requirements for the business.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days of application filing. In this case, the DLLC declined to grant the Town's request for extension of the 60-day time period to comply with the statutory requirements and appear on the agenda for the first available Town Council meeting. The Town's recommendation will be submitted to the DLLC 69 days after application filing.

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 Sampling Privilege, series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a Sampling Privilege, series #009 Liquor Store liquor license submitted by Jared Michael Repinski on behalf of Quik Mart #1301, located at 8685 North Silverbell Road, Tucson, Arizona, 85743.

Attachments

Sampling Privilege Application Redacted
Associated Liquor License application redacted
Communication re: Sampling Privilege
Affidavit of Posting
Local Governing Body Recommendation
Description of Common Liquor Licenses
Sampling Privilege Description

CSR:
Amount:

'25 MAY 28 AM 9:29 AZDLLC

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

Type or Print with Black Ink

DLLC USE ONLY

Job #: 349112
Date Accepted: 5/28/25
☑ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)
CSR: JT

60th day 7/28/25.

License #: 009100033462

Applicant's Name: ☑ Agent ☐ Sole Proprietor Repinski (Last) Jared (First) Michael (Middle)

Premises Name: LPT Quik Mart #1301

Premises Address: 8685 N Silverbell Rd (Street Address) Tucson (City) AZ (State) Pima (County) 85743 (Zip Code)

Mailing Address: P.O. Box 6252 (Street Address) Chandler (City) AZ (State) 85246 (Zip Code)

Business Phone #: 520-579-2620 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) Jared Michael Repinski, 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, _____ (Government Official Signature) _____ (Title) recommend ☐ APPROVAL ☐ DISAPPROVAL

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

DLLC USE ONLY

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

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

7/21/2022

LL2025-04

received
03/25/2025
Email
8:21AM
NH

State of Arizona
Department of Liquor Licenses and Control

Created 03/25/2025 @ 08:05:12 AM

Local Governing Body Report

LICENSE

Number:		Type:	009 LIQUOR STORE
Name:	LPT QUIK MART #1301		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	8685 N SILVERBELL ROAD TUCSON, AZ 85743 USA		
Mailing Address:	[redacted] CHANDLER, AZ 85246 USA		
Phone:	(520)579-2620		
Alt. Phone:	[redacted]		
Email:	[redacted]		

AGENT

Name:	JARED MICHAEL REPINSKI
Gender:	Male
Correspondence Address:	[redacted] CHANDLER, AZ 85246 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	SOUTHWEST CONVENIENCE SPE LLC		
Contact Name:	JARED MICHAEL REPINSKI		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23284544	State of Incorporation:	DE
Incorporation Date:	10/14/2021		
Correspondence Address:	[redacted] CHANDLER, AZ 85246 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

60th Day 5-24-25
105th Day 7-6-25

Name:	Title:	% Interest:
SOUTHWEST CONVENIENCE LLC	Member	100.00

SOUTHWEST CONVENIENCE SPE LLC - Member

Name: SOUTHWEST CONVENIENCE LLC
Contact Name: JARED MICHAEL REPINSKI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SOUTHWEST CONVENIENCE LLC - Mgr-Member

Name: ROBERT SCOTT BERG
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SOUTHWEST CONVENIENCE LLC - Mgr-Member

Name: BRETT LAURANCE BISHOV
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

SOUTHWEST CONVENIENCE LLC - Mgr-Member

Name: KEVIN NEIL GANDY
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MANAGERS

Name: SCOTT JEFFREY MILLER
Gender: Male
Correspondence Address: [redacted]
CHANDLER, AZ 85246
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 334019
Application Type: New Application
Created Date: 02/21/2025

QUESTIONS & ANSWERS

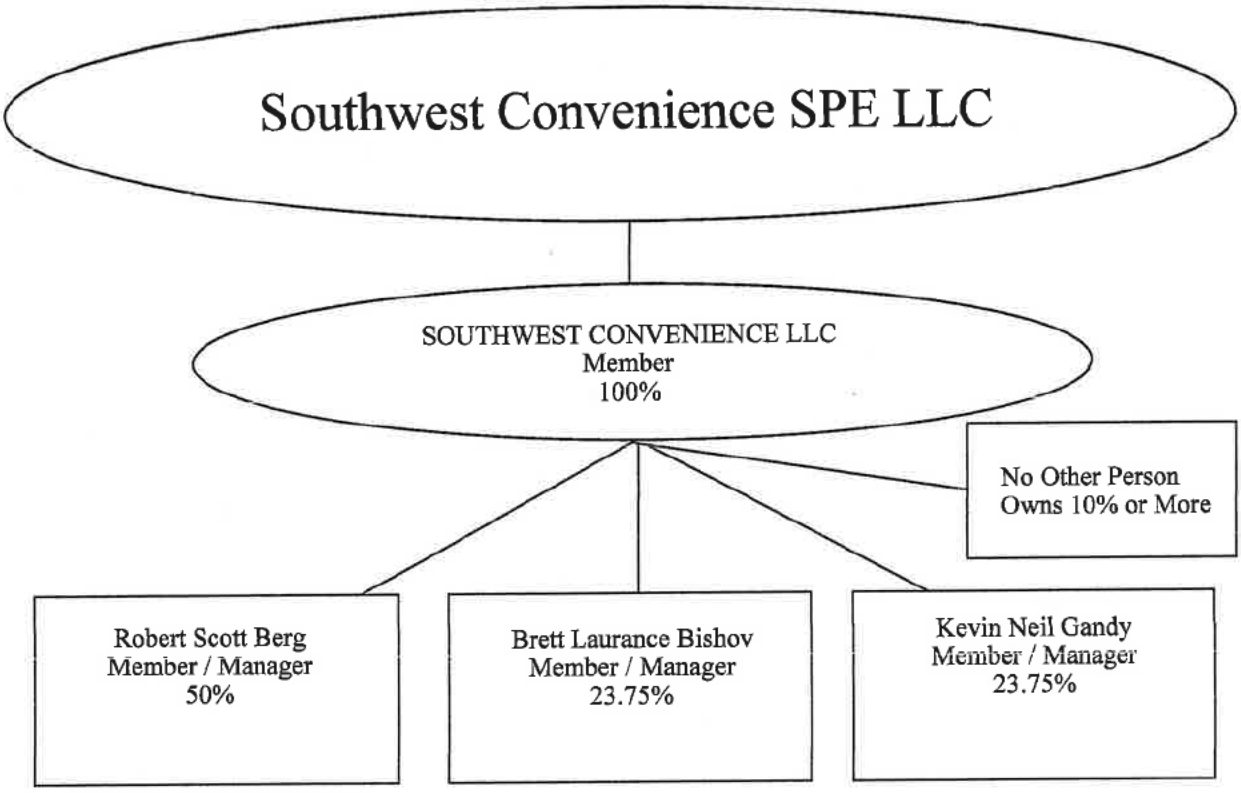
009 Liquor Store

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school.
   (If less than one (1) mile note footage)
   RATTLE SNAKE RIDGE ELEMENTARY 8500 CONTINENTAL RESERVE LOOP TUCSON AZ 85743
   1030 FEET
3) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   MANAGEMENT COMPANY
4) Is there a penalty if lease is not fulfilled?
   No
5) 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
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   17.1 MILLION

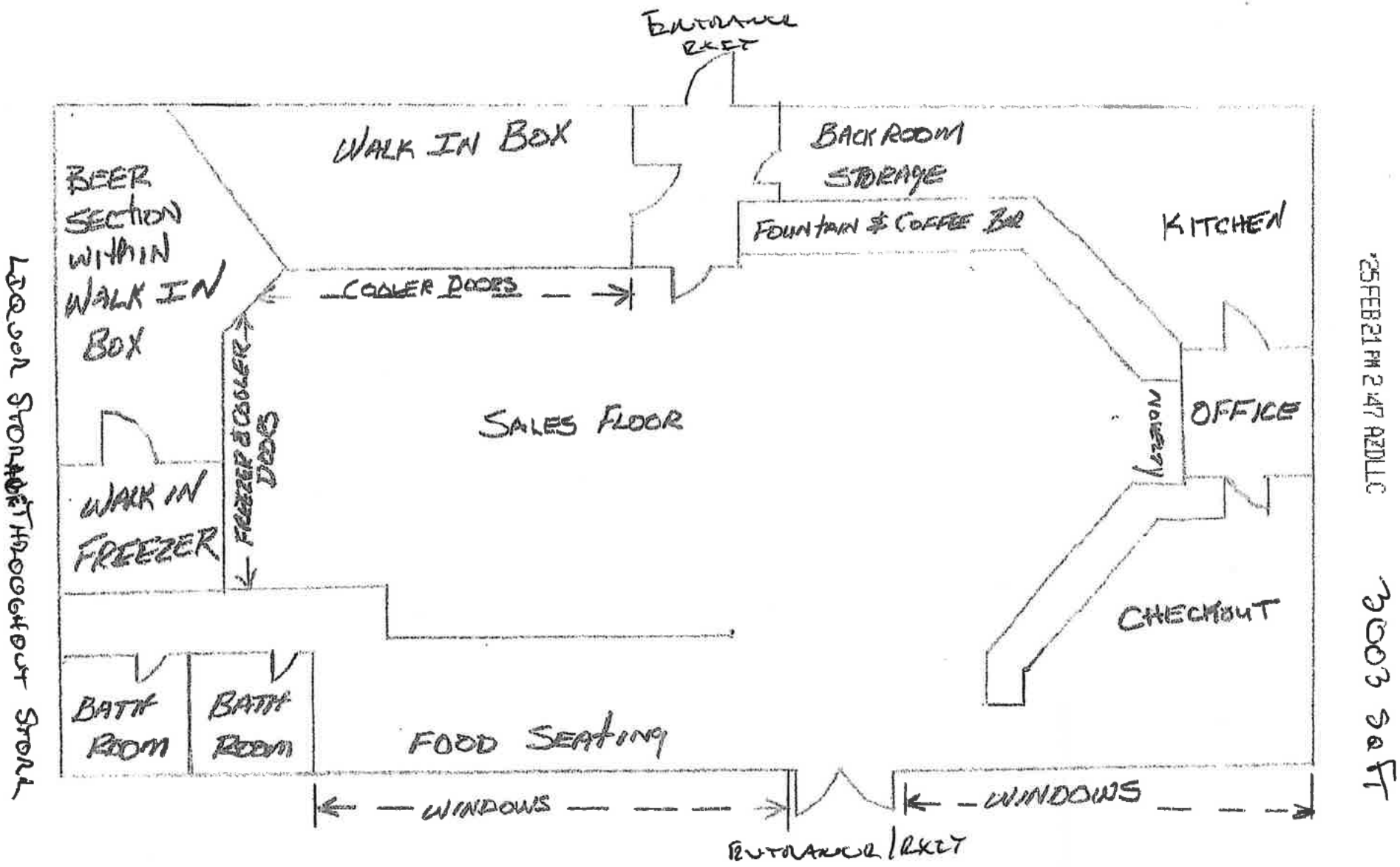
   ARIZONA FINANCIAL CREDIT UNION 333 N 44TH ST PHX AZ 85008
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

Southwest Convenience SPE LLC
Ownership Flow Chart

'25 FEB 21 PM 2:47 AZDLLC



QUIK MART #1301



*25 FEB 21 PM 2:47 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clayn

FP current 4-12-24

Personal Information Questionnaire

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: Repinski (Last) Jared (First) Michael (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 08 / 05 / 1998
6. Email address: jrepinski22@yahoo.com
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number:
2. Business Name (doing business as): LPT Quik Mart #1301
3. Business Address: 8685 N Silverbell Rd Tucson AZ 85743

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Scott Jeffrey Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

I, (Print Full Name) Jared Michael Repinski **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:** 1-31-2025

'25 FEB 21 PM 2:47 AZDLLC

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) Jared Michael Repinski

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 Flint State Michigan **COUNTRY** United States

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: Driver's License

If you answered **No**, you must complete Sections III.

'25 FEB 21 PM 2:47 AZDLLC

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

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 identification card.
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

'25 FEB 21 PM 2:47 AZDLLC

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.

_____

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

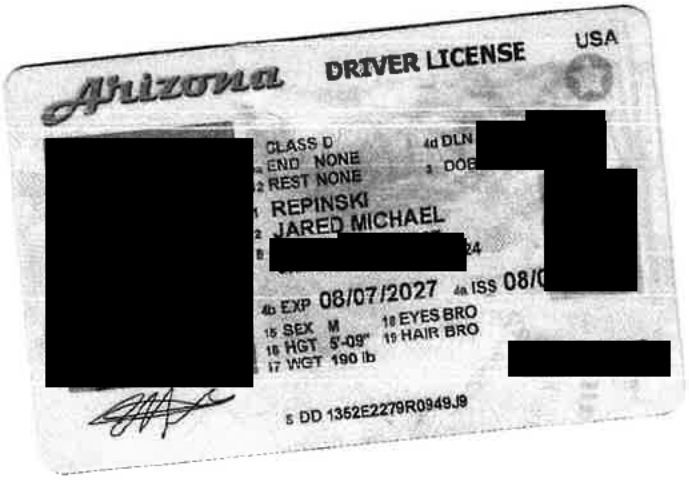
Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

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 *etseq.*];
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. §

Jared Michael Repinski		2-21-2025
Print Name	**Signature**	**Date**

'25 FEB 21 PM 2:47 AZDLLC



Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Cheryn

805-661

Personal Information Questionnaire

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Berg (Last) Robert Scott (Middle)
2. Social Security #: [redacted] Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: Florida
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ___/___/___
6. Email address: Corvette4bob@gmail.com
7. Home Address: [redacted], Palm Beach, FL 33480
8. Daytime phone #: [redacted] Alternative phone #: ___

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: ___
2. Business Name (doing business as): LPT QuikTart #1301
3. Business Address: ~~449 Longhorn Trail, Weatherford, TX~~ 8685 N. Sierra Bella Rd Tucson AZ ~~76087~~ 85743

Marana Town Council Regular Meeting Agenda Packet
August 6, 2025

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 FEB 21 PM 2:47 AZDLLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Scott JEFFREY Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
   Yes ☐ No ☑
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Robert Scott Berg **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:** 2/4/25

'25 FEB 21 PM 2:55 AZDLLC

FINGERPRINT VERIFICATION FORM

DLLC USE ONLY

Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clay

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

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 2/5/25	**Name of Applicant:** Robert Scott Berg
Name of Fingerprint Technician: William WATERFIELD	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: Palm Beach Police Dept	**Phone Number:** 561-838-5454
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

'25 FEB 21 PM E47 AZDLLC

DLLC USE ONLY

Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clayn

805-661

Personal Information Questionnaire

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Gandy Kevin Neil
   (Last) (First) (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: texas
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: _____
2. Business Name (doing business as): ~~Southwest Convenience LLC~~ LPT QUIK MART #1301
3. Business Address: ~~449 Longhorn Trail, Weatherford, TX. 76087~~ 8685 N. Secluded Rd Tucson AZ 85743

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

25FEB21 PM 2:48 AZDLLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: JEFFREY Scott Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

I, (Print Full Name) Kevin Neil Gandy **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:** 01/28/2025

'25 FEB 21 PM 2:48 AZDLLC

Personal Information Questionnaire

Section 4, question 1

LPT Quik Mart #1301 8685 N Silverbell Rd Tucson AZ 85743 – License #010100017909

LPT Quik Mart #1302 3250 W Cortaro Farms Rd Tucson AZ 85742 – License #010100017923

LPT Quik Mart #1303 4611 N Flowing Wells Tucson AZ 85705 – License #010100017922

LPT Quik Mart #1304 900 Roger Rd Tucson AZ 85705 – License #010100017921

LPT Quik Mart #1305 1140 S 4th Ave Tucson AZ 85701 – License #010100017919 (cancelled)

LPT Quik Mart #1306 1898 S Mission Tucson AZ 85713 – License #010100017920

LPT Quik Mart #1307 2200 E Broadway Blvd Tucson AZ 85719 – License #010100017918

LPT Quik Mart #1308 8494 E Speedway Blvd Tucson AZ 85710 – License #010100017917

LPT Quik Mart #1309 7895 E Golf Links Rd Tucson AZ 85730 – License #010100017916

LPT Quik Mart #1310 3499 S Wilmot Tucson AZ 85730 – License #010100017915

LPT Quik Mart #1311 7667 E Escalante Tucson AZ 85730 – License #010100017914

LPT Quik Mart #1312 10265 E Irvington Tucson AZ 85730 – License #010100017913

LPT Quik Mart #1313 6301 S Park Tucson AZ 85706 – License #010100017911

LPT Quik Mart #1314 5642 S Alvernon Tucson AZ 85706 – License #010100017912

LPT Quik Mart #1315 4280 E Benson Hwy Tucson AZ 85706 – License #010100017924

LPT Quik Mart #1316 13142 E Colossal Cave Rd Vail AZ 85641 – License #09100278

LPT Quik Mart #1317 1250 E Ft Lowell Tucson AZ 85719 – License #010100017910

Kevin Neil Gandy



*25FEB21 PM 2:55 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 #:	334019
Date Accepted:	2-21-2025
CSR:	Clay

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 01/30/25	**Name of Applicant:** KEVIN NEIL GANOY
Name of Fingerprint Technician: NICHOLAS BERTUCCI	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: FRISCO POLICE DEPT.	**Phone Number:** (972) 292-6000
Type of Photo ID Provided (check one): ☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**	

'25 FEB 21 PM 2:47 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Claya

805-661

Personal Information Questionnaire

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Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Bishov (Last) Brett (First) Laurance (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: CA
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: [redacted]
7. Home Address [redacted] Encinitas, CA 92024
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LPT QuikMart #1301
3. Business Address: ~~449 Longhorn Trail, Weatherford, TX 76087~~ 6685 N. Silverbell Rd Tucson AZ 85743

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: ~~Mr.~~ Jeffrey Scott Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

I, (Print Full Name) Brett L. Aurand Bishov **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:** 1/28/25

'25 FEB 21 PM 2:55 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#:	334019
Date Accepted:	2-21-2025
CSR:	Clay

ATTENTION FINGERPRINT TECHNICIAN:

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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: 2/3/2025	**Name of Applicant:** Brett Laurance Bishop
Name of Fingerprint Technician: Angela Kerwin	
Fingerprint technician's Signature: Angela Kerwin	
Fingerprint technician's Agency/company Name: Del Mar Live Scan	**Phone Number:** 858-350-1274

Type of Photo ID Provided (check one):

☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

25 FEB 21 PM 2:48 AZDLLC

DLLC USE ONLY

Fee:	
Job #:	334019
Date Accepted:	2-21-2025
CSR:	Clay

805-661

Personal Information Questionnaire

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: Miller (Last) Scott (First) Jeffrey (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 01/01/1989
6. Email address: [redacted]
7. Home Address: [redacted], Red Rock, AZ 85145
8. Daytime phone #: [redacted] Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): CPT QuikMart #1301
3. Business Address: 8685 N. Silverbell Rd, Tucson, 85743

'25 FEB 21 PM 2:48 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Jeffrey Scott Miller

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Scott Jeffrey 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:** 01/28/2025

'25 FEB 21 PM 2:54 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#:	334019
Date Accepted:	2-21-2025
CSR:	Clay

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: 1-28-2025	**Name of Applicant:** Scott Miller
Name of Fingerprint Technician: Mary Schach	
Fingerprint technician's Signature: Mary Schach	
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)**

'25 FEB 21 PM 2:48 AZDLLC

Certificate # 1ig6ai-k5cc44g

☐ 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

Scott Miller
Full Name (please print)

Signature

Jan 29, 2025
Training Completion Date

Jan 29, 2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AboveTraining.com
Company Name

711 Timpanogos Pkwy M Ste 3100, Orem UT
Mailing Address

801-494-1416
Daytime Contact Phone Number

I, Kathryn Heil, certify that the above named individual did successfully complete
Instructor Name (please print)
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 Signature

Jan 29, 2025
Mo Day 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.

July 11, 2013

Certificate # ON-LINE

Certificate of Completion

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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

Scott Jeffrey Miller

Full Name (please print)

Signature

01/29/2025
Training Completion Date

01/29/2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

US Liquor Laws

Company Name

P.O. Box 6965 Chandler, Arizona 85246

Mailing Address

(480) 709-8900

Daytime Contact Phone Number

I, Jared Repinski, 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).

Instructor Signature

01 / 29 / 2025
Month Date 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)
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July 11, 2013

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MANAGEMENT AGREEMENT

BETWEEN

Southwest Convenience SPE LLC and

L.P.T. Retail Management Services LLC
449 Longhorn Trail

Weatherford, TX 76087

This Management Agreement (this "**Agreement**") is made and entered into as of October 22, 2021 (the "**Effective Date**"), by and between Southwest Convenience SPE LLC ("**Client**" and together with any assignee of Client hereinafter "**Owner**") and L.P.T. Retail Management Services LLC (hereinafter "**LPT**").

WITNESSETH:

WHEREAS, Owner owns, controls, or leases one or more retail sites and desires that such site or sites be open and operated as a convenience store, truck stop, travel center, car wash, or QSR site; and,

WHEREAS, LPT has developed and provides site management services for companies in the retail sector on a global basis; and,

WHEREAS, Owner wishes to engage LPT as the operator of one or more sites (collectively, the "**Properties**").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt of which is acknowledged, the parties agree to be bound by the following Agreement.

DEFINITIONS

In addition to other terms defined elsewhere in this agreement, the following are definitions of terms used herein:

"Claims" shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

" LPT's Conduct" shall mean any negligence, gross negligence or gross misconduct of LPT, its employees, agents, representatives, or subcontractors, arising out of:

(i) Performance, or failure to perform, under this Agreement;
(ii) Breach of this Agreement; or
(iii) Violation of any laws.

"LPT Defended Claim(s)" shall mean all Claims against Owner that allege that Damage was caused by, arises out of, or was contributed to, in whole or in part, by LPT's Conduct.

"Damages" shall mean injuries, wound, wrong, hurt, harm, fees, damages, costs, expenses, outlays, expenditures or losses of any and every nature, including, but not limited to:

(i) injury or damage to any property or right,
(ii) injury, damage or death to any person or entity
(iii) attorneys fees, witness fees, expert witness fees and expenses, and
(iv) all other costs and expenses litigation.

"Defender" shall mean the Party from whom a defense and/or indemnification of a Claim is sought by another party pursuant to this Agreement.

"Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, against Owner or against or with respect to the Properties or any condition, use or activity on the Property (including any such action against LPT), and any claim at any time threatened or made by any person against Owner or against or with respect to the Property or any condition, use or activity on the Property (including any such action against LPT), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Materials or any Environmental Law.

"Environmental Damages" means all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories), of any kind or character, contingent or otherwise, matured or unmatured, known or unknown, foreseeable and unforeseeable, made, incurred, suffered, brought, or imposed at any time and from time to time, whether before or after the Effective Date of this agreement and arising in whole or in part from:

a) the presence of any Hazardous Materials on the Properties, or any escape, seepage, leakage, spillage, emission, release, discharge or disposal of any Hazardous Materials on or from the Properties, or the migration or release or threatened migration or release of any Hazardous Materials to, from, or through the Properties; or

b) any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, cleanup, transport or

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disposal of any Hazardous Material which is first present on the Properties on or after the Effective Date of this agreement; or

c) any violation of any Environmental Law, regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of such act, omission, event or circumstance; and regardless of whether such violation occurred on or after the Effective Date of this agreement; or

d) any Environmental Claim, or the filing or imposition of any environmental lien against the Property, because of, resulting from, in connection with, or arising out of any of the matters referred to in subparagraphs (a) through (c).

"Environmental Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Materials, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et. seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; and any other state or federal environmental statutes, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Hazardous Materials" means any substance, whether solid, liquid, or gaseous which is listed, defined, or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause a contamination or nuisance on the Properties or on any adjacent property or a hazard to the environment or to the health or safety of persons on the Properties.

"On or **"on"**, when used with respect to the Properties or any properties adjacent to the Properties, means, "on, in, under, above or about".

"Owner's Conduct" shall mean any negligence, gross negligence or gross misconduct of Owner, its employees, agents, representatives, or subcontractors, arising out of:

(i) Performance, or failure to perform, under this Agreement;
(ii) Breach of this Agreement;
(iii) Violation of any law;
(iv) Any LPT action taken or restrained at Owner's request;
(v) Any defect located on the Property whether inherent or constructed, or

(vi) Any Environmental Damages or liability on, or adjacent to, the Properties unless it is Proven to be due to, or resulting from, the negligence, gross negligence, or willful misconduct of LPT, its employees, officers, agents or contractors. This includes all Claims for alleged spills, leaks or other discharge, onto or into, the Properties of any hazardous materials, including but not limited to gasoline and/or gasoline constituents, or the violation of any other Environmental Law.

"Owner Defended Claims" shall mean all Claims against LPT which allege that Damage was caused by, arises out or, or was contributed to, in whole or in part, by Owner's Conduct.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a Claim adjudging an entity or person liable for a monetary judgment.

"Target" shall mean a party to this Agreement against whom a Claim is asserted that for which that Party seeks a defense and/or indemnification from another Party to this Agreement.

ARTICLE I

AGREEMENT

On the Effective Date, Owner hereby engages and hires LPT, and LPT hereby assumes and accepts the obligation, to manage and operate the Properties during the term set forth below upon the terms, conditions and provisions hereinafter set forth.

ARTICLE II

TERM OF AGREEMENT

2.1 TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and continue for 3 years and shall be self-renewing thereafter on the anniversary thereof.

2.2 TERMINATION OF AGREEMENT.

(a) TERMINATION BY OWNER. Owner may terminate the operation of a Property by LPT according to the provisions of Art. 2.4 below with thirty (30) days written notice.

(b) TERMINATION BY LPT. In the event of any of the following conditions, LPT shall have the right to terminate this Agreement: (i) Owner shall fail to keep any covenant, term or provision of this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof by LPT, (ii) Owner fails to maintain a minimum bank balance mutually agreed upon by Owner and LPT ("Minimum balance") to operate in ordinary course, (iii) one or more of the Properties are damaged or destroyed by fire or casualty and Owner shall fail to undertake to repair, restore, rebuild or replace any such damage or destruction within ninety days after receipt of insurance proceeds therefore, if such loss was insured, or within ninety days after

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such fire or other casualty if such loss was not insured, or (iv) Owner shall be dismissed or replaced as Owner of the Properties. Notwithstanding the foregoing any termination by LPT related to (iii) or (iv) above would be solely related to the specific Property or Properties, but LPT would be required to continue management on the unaffected Properties. The election by LPT to continue in spite of any of the aforementioned circumstances shall not preclude it from subsequently terminating this Agreement for the same reason at a later date, upon notice as called for above, and only in the event such condition remains uncured.

(c) TERMINATION FOR MATERIAL BREACH. This Agreement may also be terminated for material breach by either party provided that Owner may not seek to terminate the Agreement for material breach (except in the case of commingling of funds, improper financial reporting or fraud committed by LPT, for which no notice and cure period shall be afforded to LPT) unless Owner has first given written notice to LPT, setting forth with specificity the claimed breach(es) and LPT fails to cure the same within ten (10) days (or such longer period, not to exceed an additional twenty (20) days, if necessary under the circumstances).

(d) TERMINATION UPON SALE. Notwithstanding anything herein to the contrary, this Agreement shall terminate upon the sale and transfer of title to any one Property (in which case such termination shall be limited to only the particular Property sold) or all of the Properties (in which case such termination shall be a full termination) by Owner.

2.3 INCLUSION OF PROPERTIES UNDER THIS AGREEMENT. For each Property or group of Properties to be operated by LPT under the terms of this Agreement, Owner shall fully execute an appointment letter ("the Appointment Letter") substantially in the form of Exhibit A attached hereto. The Appointment Letter shall specify the location of the Property or Properties to be included in this Agreement and specify the date for LPT to begin operations at the Property or Properties. Upon receiving the Appointment Letter LPT will endeavor to have all required permits, licenses, and certifications in place as of the date provided in the Appointment Letter. It is understood, however, that the governmental agencies involved with the issuing of such permits, licenses, and certifications often have variable time periods for processing such items. If any permits, licenses, or certifications have not been issued by the date indicated in the Appointment Letter LPT will not be liable for any loss of business due to such delays. In such instances that parts of the business conducted at the location may legally proceed without all permits, licenses, and certifications being issued the Owner will be responsible for making the decision as to whether LPT should begin conducting business at the location or should wait for the issuance of all permits, licenses, and certifications. If a delay occurs due to the reasons outlined in this paragraph Owner will not be liable for the penalty referred to in section 4.1(a)(ii).

2.4 REMOVAL OF PROPERTIES FROM THIS AGREEMENT. Owner may elect to utilize a Property for an alternative use or sell, at any time, remove one or more or all of the Properties from this Agreement for the purpose of selling or closing them, upon giving LPT thirty (30) days written notice. The notice shall specify the location of the Property or Properties to be removed and the date of removal. Upon notice, LPT shall cooperate fully to transition the

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Property to a successor including, but not limited to, transferring all operating licenses and permits to the successor, where permitted by law.

ARTICLE III

SERVICES TO BE PERFORMED BY LPT

3.1 MANAGEMENT AND OPERATION OF THE PROPERTIES. LPT shall have the sole and exclusive right and obligation to supervise, manage, and direct all operations of the Properties, and to determine and establish all policies regarding the maintenance, operation, and marketing thereof. LPT shall perform all the services and duties necessary to the careful and efficient operation of the Properties including, but not limited, to each of the specific obligations set forth in this Article.

3.2 CONCESSIONS. LPT shall, in its own name but on behalf of the Owner and subject to the prior written approval of the Owner as provided for in Article 3.14, arrange for and enter into agreements with concessionaires, licensees, vendors, tenants and all other intended users and independent contractors doing business with the Properties.

3.3 OPERATING SUPPLIES. LPT shall, on behalf and at the expense of the Owner and with prior written approval of Owner as provided for in Article 3.14, purchase and maintain sufficient inventories of all items used in the operation of the Properties, including but not limited to: retail inventory, cleaning supplies, paper products, maintenance supplies and other similar items.

3.4 MAINTENANCE AND REPAIRS. LPT shall, on behalf and at the expense of Owner and subject to the prior written approval of Owner as provided for in Article 3.14, make, install, or cause to be made or installed, all needed repairs, decorations, renewals, additions, alterations, refurbishing, replacements and improvements in or to the Properties.

3.5 UTILITIES. LPT shall, on behalf and at the expense of the Owner and subject to the prior written approval of Owner as provided for in Article 3.14, provide for the furnishing to the Properties of all electricity, gas, water, telephone, trash removal, pest control and other utilities and services normally provided in connection with the operation of similar Properties. Any utility contracts executed by LPT must be cancellable upon thirty days' (or less) notice unless specifically approved by Owner.

3.6 LICENSES, PERMITS, DUES, MEMBERSHIPS, SUBSCRIPTIONS. LPT shall take out and/or maintain, at the expense of Owner, all licenses, permits, subscriptions and memberships required of Owner in connection with the management and operation of the Properties. Owner agrees to execute and deliver any and all required documents, and to otherwise cooperate with LPT in applying for, obtaining and maintaining such memberships, licenses, permits and subscriptions.

3.7 INSURANCE. LPT will obtain and maintain in force during the term of this Agreement, the insurance policies identified below. Owner shall fully cooperate with LPT's efforts to obtain insurance coverage and shall furnish all necessary data and execute all necessary documents. Such insurance can include, without limitation:

(a) commercial general liability to include products & liquor liability with limits of $1,000,000 CSL per occurrence $1,000,000 for personal and advertising injury, $2,000,000 products/completed operations aggregate and $2,000,000 general aggregate of all LPT and affiliated companies claims;

(b) Worker's compensation with statutory limits and employer's liability with limits of $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee; and

(c) Non-owned and hired automobile liability with limits of $1,000,000.

(d) Owner shall be responsible for the expense of these policies, including any deductibles and/or self-insured retentions.

(e) The above listed limits, where mentioned, are recommended minimums. Owner is encouraged to consider its own insurance requirements and obtain separate additional coverage and/or higher limits when, in Owner's sole opinion, it is deemed necessary.

(f) LPT will obtain and maintain at the expense of Owner (including any deductibles and/or self-insured retentions), insurance policies providing Fire and Comprehensive Property coverage, underground storage tank liability coverage in addition to third-party pollution coverage.

LPT will provide Owner with a Certificate of Insurance indicating the coverages in force and effect. Insurance carriers of sound financial responsibility and good reputation shall issue all insurance policies with an AM Best rating satisfactory to Owner. All of the foregoing insurance policies carried on behalf of the Properties shall identify LPT as named insured and shall also name Owner as additional insured with no less than 14 days written notice of any cancellation, non-renewal or material modification of any of the aforementioned insurance policies.

3.8 LEGAL ACTIONS. LPT shall, at Owner's expense and subject to the prior written approval of Owner, in its own name or in the name of the Owner or the Properties, institute any and all legal actions or proceedings necessary to collect rents, charges and other obligations payable to LPT, Owner or Properties and arising from the operation of the Properties.

3.9 ACCOUNTING AND BOOKKEEPING.

(a) LPT shall maintain all records and reports traditionally kept by similar retail businesses, including, but not limited to, bank deposit information and employee time records. LPT will also maintain a detailed and balanced record of cash receipts and disbursements, and deliver a monthly recap of such receipts and disbursements to Owner, in form and substance

acceptable to the Owner, and at the request of Owner, furnish any further itemization or detail of such monthly recaps.

(b) LPT shall utilize a third party computer based accounting system for each of the Properties.

(c) LPT will invoice Owner for the actual costs incurred for all tax filings, permit applications, or any other paperwork submission required for the operation of the Properties.

3.10 FINANCIAL STATEMENTS.

(a) MONTHLY OPERATING STATEMENTS. LPT shall, no later than thirty days following the end of each calendar month, deliver or cause to be delivered to Owner a profit and loss statement showing the results of operation of the Properties for the preceding month and year to date. Such profit and loss statement shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the period reflected thereon and LPT, at the request of Owner, shall provide all information necessary to itemize any line of such profit and loss statement.

(b) OTHER STATEMENTS AND REPORTS. LPT shall, at Owner's expense, and at such times and in such form as Owner may reasonably request, deliver or cause to be delivered to Owner other statements or reports regarding the operation of the Properties. Such additional reports may result in additional fees to Owner, such fees to be agreed in advance.

3.11 BUDGETS AND FINANCIAL PLANNING. LPT shall assist Owner in the preparation of budgets and financial plans for the upcoming year.

(a) SITE OPERATION BUDGET. Owner and LPT shall agree to a budget for the management and operation of the Properties. LPT shall be responsible for meeting the terms and amounts for the operating budget at each Property. LPT shall be responsible for any costs in excess of the budget absent prior approval by Owner. If LPT operates the Property for less than the budgeted amount, the savings will pass to Owner as part of the cash flow of the operation of the Property.

The base monthly operating budget will be previous year same month actual numbers.

(b) REPAIRS AND MAINTENANCE BUDGET. LPT shall submit written budget proposals for anticipated expenses for extraordinary repairs and maintenance, purchase of operating equipment and supplies, alterations, refurbishing, replacement of furnishings and fixtures, and other items. Such estimates and proposals, as approved by Owner from time to time, shall be known collectively as the "Capital Improvements Budget". All expenditures incurred under the provisions of this section shall be in addition to the Site Operations Budget.

(c) RETAIL PRICING STRATEGY. Owner and LPT shall agree to a retail pricing strategy for all retail items and services. LPT's obligations will be to carry out the agreed strategies and to report the results to Owner. LPT will, from time to time, offer pricing strategies in line with industry standards and using LPT's industry experience. By offering such pricing strategies LPT

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does not guarantee or warrant the profitability of the retail business at the Property or Properties or the success of the retail program.

For clarity, all profits and/or losses derived from the operation of the Property due to LPT's operation under the terms of this Agreement (with the exception of any Site Operations Budget excess as mentioned in Article 3.11(a)) are the property or responsibility of Owner. LPT is an agent of Owner managing the Property on Owner's behalf.

3.12 INSPECTION BY OWNER. LPT shall permit Owner, its accountants, attorneys and agents to enter upon any part of the Properties at any time, for any purpose which Owner, in its discretion, shall deem necessary or advisable. Books and records of the Properties may be kept at the Properties or at the offices of LPT or such other location as both parties may mutually agree upon from time to time.

LPT shall permit Owner, its accountants, attorneys and agents to enter its offices or where the Property records are kept at any time for the purpose of examining the books and records relating specifically to any Property covered by this Agreement.

3.13 LIMITS OF AUTHORITY. LPT shall provide Owner with an estimated operating budget for each calendar year forecasting the projected expenses and outgoings for the sites. LPT will also follow the pre-approved Capital Improvement Budget. LPT will have the authority to make all day to day decisions in regards to each site and personnel. LPT will have the authority to approve all contracts, purchases, and authorizations, at its sole discretion, for any and all items and/or activities within the scope of the Operating Budget and Capital Improvement Budget. Any extraordinary items will require the pre-approval of Owner.

3.14 OTHER ACTS. LPT shall, at Owner's expense and subject to the prior written approval of Owner, perform such other acts in and about the Properties as may be appropriate or necessary to the profitable and efficient operation of the Properties.

RETAIL MANAGEMENT SERVICES

ARTICLE IV
PAYMENT BY OWNER

4.1 FEES.

(a)(i) LPT will, with Owner's knowledge and prior written consent, incur initial costs and expenses necessary to contact vendors, open bank accounts, set up accounting functions, and hire employees. Within 1 business day of the site takeover, Owner shall pay a Takeover Fee as outlined in Exhibit B per Property to LPT for such initial start-up (which start-up shall include a physical inventory count). The expenses incurred will be billed based on actual costs for transportation and per diems for meals and lodging (using US DOD per diems in effect at the time as published athttps://secureapp2.hqda.pentagon.mil/perdiem/).

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(ii) If Owner provides LPT with notice of Takeover as outlined in Article 2.3 but cancels the Takeover notice prior to the actual Takeover of the Properties by LPT, Owner will be responsible for all Takeover Fees.

(b) SITE OPERATIONS FEE. As compensation for the services to be rendered by LPT under the terms of this Agreement, and in addition to any payments by Owner to LPT for expenses as herein provided, Owner agrees to pay to LPT a Site Operations Fee in accordance with the Site Operations Fee Schedule as listed in Exhibit B. Except as specifically set forth herein, no outlay or expense of the Properties is to be deducted from, charged against or paid by LPT out of its Site Operations Fee.

(c) TERMINATION FEE. None.

(d) PROJECT MANAGEMENT FEE (optional). At Owner's request, LPT may act as the Project Manager for any construction, demolition, improvement, or rehabilitation work done at a Site. In the event work in excess of $10,000 at a specific Property is performed and LPT is requested by Owner to act as Project Manager, LPT can plan, solicit bids and supervise the work for a fee of 10% of the cost of the rehabilitation work ("Project Management Fee"). All bids will be subject to Owner's approval and Owner may elect to obtain bids or engage contractors itself. No Project Management Fee shall be charged for ordinary repairs and maintenance, or minor upgrades under $10,000 at a specific Property as these are carried out as part of LPT's ongoing management responsibilities. LPT can also act as a consultant for this work and the agreed upon fee between LPT and Owner.

4.2 EXPENSES.

(a) MANAGEMENT EXPENSES. Owner shall reimburse LPT for all reasonable and necessary travel expenses incurred by LPT on behalf of or for the benefit of the Properties and subject to receipt by Owner of detailed authentication and documentation for such expenses satisfactory to Owner. Such amounts are exclusive of any Site Management Fees. LPT warrants that (i) all lodging and meal expense budgets will be subject to Owner's prior approval; (ii) company and personal car mileage, rental cars, airlines, taxis and shuttle services will be used with discretion and selected so as to minimize expenses. The expenses incurred will be billed based on actual costs for transportation and per diems for meals and lodging (using US DOD per diems in effect at the time as published at https://secureapp2.hqda.pentagon.mil/perdiem/). Management labor expenses are included in the Site Operation Fee.

(b) LABOR EXPENSES. Owner shall reimburse LPT for all expenses incurred through the staffing of the Properties, including workers compensation insurance. Reference to staff shall only include those individuals who are employed full or part time in the operation of specific Properties and does not include LPT supervisory staff or general office personnel (whose costs are included in the Site Operation Fee). The staff expenses shall include, but are not limited to, hourly and salary payroll, bonus programs, local, state, and federal taxes (as applicable), and standard health care and employee benefits. In no event shall any employee hired by LPT be considered to be an employee of Owner.

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(c) WORKING CAPITAL. Owner shall provide initial working capital sufficient to establish and maintain inventories of all operating supplies and retail inventory and shall further provide and maintain working capital sufficient at all times to assure the uninterrupted and efficient operation of the Properties, including, but not limited to, sufficient funds to pay current liabilities as they come due and to replace necessary operating supplies and retail inventory as they are consumed and cover any operating losses at the Property. Such working capital shall at all times be the property of Owner. As necessary from time to time, LPT shall retain from the operating cash flow of the Properties such amounts necessary to replenish and maintain an appropriate working capital balance. If such working capital amount should prove to be insufficient for the operation of the Properties, as demonstrated to Owner's reasonable satisfaction, Owner shall provide such additional working capital as LPT shall reasonably request.

LPT shall provide an Open Account to Owner on a regular basis tracking all cash amounts related to the Properties. If, at any time, there is a positive amount due to Owner in the Open Account in excess of anticipated working capital needs (at LPT's sole discretion) the excess will be returned to Owner at Owner's written request. In all circumstances, excess cash flow will be returned to the Owner within ninety (90) days of the removal of the Properties from this Agreement.

If, at any time, there are insufficient funds in the designated bank accounts to pay any outstanding account payables that become due or if the balance of the designated bank accounts fall below the Minimum Balance Art. 2.2(b), LPT may either:

(i) terminate this Agreement with ten days written notice to Owner or

(ii) sell off existing inventory to satisfy the existing cash needs

If this Agreement is terminated under the provisions of Art. 4.2(c)(i) or Art. 4.2(c)(ii) in reference to any or all Properties covered by this Agreement, Owner will pay LPT all fees and expenses provided for under Article 4 pro-rated to the day of termination. For clarity, Owner will be responsible for all fees and expenses of LPT incurred to the date of termination.

4.3 PAYMENT.

(a) Site Operation Fee. The Site Operation Fee, shall be paid to LPT on a weekly basis by LPT invoicing and paying the fees out of the general operating account.

(b) Travel Expenses. All Travel expenses will be paid to LPT by LPT invoicing and paying the fees out of the general operating account.

(c) Start-Up Fee. The Start Up Fee will be paid to LPT by LPT invoicing and paying the fees out of the general operating account.

4.4 INVENTORIES. No later than five (5) days prior to LPT's scheduled takeover of a Property, Owner and LPT shall, by mutual agreement, determine an appropriate minimum level and mix of convenience store merchandise inventory for the Property. If, as of that date, the Property does not contain the agreed inventory level or does not correspond to the desired product mix, then Owner shall, at its expense, stock the Property to attain the agreed level and mix

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including the disposal of any out of date product and the removal of any existing product that does not correspond to the agreed mix. Should the parties fail to reach an agreement on an appropriate minimum inventory level and mix within the specific time frame, then the Owner's determination of an appropriate minimum inventory level and mix shall prevail. If the Owner sells the inventory at the Property or Properties to a third party, Owner will have the third party buyer pay LPT directly for the inventory sold for the benefit of the Owner's account. LPT will deduct from the purchase amount any outstanding balance due to LPT by Owner and shall remit any excess amounts to Owner within 60 days of receiving payment.

4.5 EQUIPMENT

(a) At the direction of LPT, Owner shall be responsible for the provision of computer hardware as reasonably requested by LPT in order for LPT to utilize its designated accounting software system. At the time of the site takeover, LPT will provide computer equipment for each Property if a useable computer hardware is not available. Owner will be charged actual cost of the hardware and software per site. Ownership of the computer equipment and software will remain with Owner.

(b) Security equipment.

(1) Each Site shall have functioning security equipment. The amount and specifications of such equipment will be agreed between Owner and LPT and, at a minimum, will include five color CCTV cameras, a digital video recorder, all wiring and communications necessary for the operation of the cameras and recorder, a time lock safe, and external alarm system.

(2) Owner owned equipment. On-going maintenance and repair of the equipment will be provided for in the Repairs and Maintenance Budget (Art 3.11(b)).

(3) Owner does not own equipment. At those Properties where there is no Owner owned security equipment installed at a Property, Owner shall reimburse LPT for actual costs of up to $2500 per Property for the purchase and installation of security equipment at the site separate and above the Site Operations Budget. On-going maintenance and repair of the equipment will be provided for in the Repairs and Maintenance Budget (Art 3.11(b)). The security equipment will remain the property of Owner at the termination of operations by LPT.

(c) Internet connection. LPT will work with Owner to determine the best method for providing internet access. Such access may include satellite, ISDN lines, cable, cellular, wireless, or any other method meeting LPT specifications. The purchase and installation of high speed internet access and equipment at the Properties will be separate and above the Site Operations Budget. On-going maintenance and repair of the equipment will be provided for in the

Repairs and Maintenance Budget (Art 3.11(b)). The internet connection and equipment will remain the property of Owner at the termination of operations by LPT.

ARTICLE V

GENERAL CONDITIONS AND TERMS

5.1 DEFENSES AND INDEMNIFICATION.

(a) Pre-contract Claims. Owner shall remain solely responsible for the defense of, and shall have all liability for, all litigation, Claims and Damages that are related to or resulting from Claims pending against Owner on the Effective Date of this Agreement, or arising thereafter from occurrences prior to the Effective Date of this Agreement.

(b) Defense of claims alleged against Owner.

(i) Notwithstanding the provisions of any insurance policy obtained under this Agreement, and subject to the terms and conditions of this Article, LPT shall provide a defense for Owner, and their respective agents and employees from all LPT Defended Claims.

(ii) LPT's obligation to provide a defense pursuant to this Article shall not extend to any portion of any Claim or any portion of any Damage, which is alleged to have arisen from, or alleged to have been caused, in whole or in part, by any of Owner's Conduct.

(iii) Any provisions or limits of insurance set forth in this Agreement hereunder, or provided by LPT, shall not limit LPT's liability pursuant to this Article.

(c) Indemnification of Claims Proven against Owner.

(i) LPT shall indemnify Owner, and their respective agents and employees from any judgment arising from any LPT Defended Claims, which are Proven against Owner.

(ii) LPT's obligations to indemnify Owner pursuant to this Article shall not extend to any portion of any Claim, that is Proven to have arisen from, or Proven to have been caused, in whole or in part, by any of Owner's Conduct. Any provisions or limits of insurance set forth in this Agreement, shall not limit LPT's liability pursuant to this Article. LPT shall fully pay any judgment it is obligated to pay hereunder, within 21 days of said judgment becoming a final and unappealable judgment.

(d) Defense of claims alleged against LPT.

(i) Subject to the terms and conditions of this Article, Owner, to the extent permitted by law, shall defend LPT from Owner Defended Claims. The obligation of Owner to defend LPT pursuant to this Article shall not extend to any portion of any Claim alleged to have arisen from, or alleged to have been caused, in whole or in part, by LPT's Conduct. Any provisions or limits

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of insurance set forth in this or any other Agreement, shall not limit Owner's liability pursuant to this Section.

(ii) Owner's obligation to provide a defense pursuant to this Article shall not extend to any portion of any Claim or any portion of any Damage, which is alleged to have arisen from, or alleged to have been caused, in whole or in part, by any of LPT's Conduct. Any provisions or limits of insurance set forth in this Agreement hereunder, or provided Owner, shall not limit Owner's liability pursuant to this Article.

(e) Indemnification of Claims Proven against LPT.

(i) Owner shall indemnify LPT, and its agents, officials and employees from any judgment arising from any Owner Defended Claims, which are Proven against LPT.

(ii) Owner's obligations to indemnify LPT pursuant to this Article shall not extend to any portion of any Claim, that is Proven to have arisen from, or Proven to have been caused, in whole or in part, by any of LPT's Conduct. Any provisions or limits of insurance available to Owner regarding the indemnification hereunder, shall not limit Owner's liability pursuant to this Article. Owner shall fully pay any judgment it is obligated to pay hereunder, within 21 days of said judgment becoming a final and unappealable judgment.

(f) Extension of Indemnification

Both parties intend and understand that the aforesaid agreements to defend and indemnify each other are to be inclusive of, but not limited to, any claims under any statute, including CERCLA, or based upon any theory of strict liability, negligence, breach of warranty, or any other theory of liability.

(g) No waiver of defenses.

None of the Parties hereto shall waive, release, or otherwise forfeit any possible defense that either of them may have without the consent of the other Party relative to any Claim for which either Party may be obligated to provide a defense or indemnification hereunder. Both Parties shall preserve all such available defenses and cooperate with the other Party to make such defenses available for each other's benefit to the maximum extent allowed by law.

(h) Notice of Claims.

Any Party that seeks indemnification or a defense under this Agreement (a "Target") shall notify the Party from whom the Target will seek a defense or indemnification of a Claim (the "Defender") under this Agreement. The Defender shall have the right to assume the defense of said Claim pursuant to the provisions hereof, unless:

(i) such Claim may result in a criminal proceeding against the Target,

(ii) such Claim may result in liabilities which would not be fully indemnified hereunder, or

(iii) in response to a petition by the Target, a court of competent jurisdiction rules that the

Defender failed or is failing to vigorously prosecute or defend such Claim.

(i) Refusal or Failure to Defend.

Any Party may refuse to provide a defense hereunder, if such refusing Party reasonably believes that the Claim, for which a defense is sought, is not required to be defended pursuant to the terms of this Agreement, and a refusal to defend under such circumstances shall not be a material breach of this Agreement. However, if the Target shall be required by a final judgment to pay any amount in respect of any obligation or liability against which the Defender is required to indemnify under this Agreement, the Defender shall promptly reimburse the Target in an amount equal to the amount of such payment. The Defender, who fails to provide a defense required by this Agreement, without any further action required by any Party, hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Target regarding the amount of, reasonableness of, necessity for or the Defender's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Target in defending the Claim for which a defense required by this Agreement was refused by the Defender.

(j) Providing, and Assisting with, the Defense.

The Defender shall provide a defense with qualified counsel that is selected by the Defender, and such counsel shall be deemed to have been approved by the Target, without further action by said party, unless the Target establishes:

(i) a substantive and material conflict of interest with such counsel; or

(ii) a fair and substantial cause or reason to withhold such approval, such as the incompetence or significant inexperience of such counsel.

The Defender hereunder shall not settle or compromise any claim or cause of action without the consent of the Target, but such consent shall not be unreasonably withheld. Likewise, the Target, shall not settle or compromise any such claim or cause of action without the consent of the Defender, but such consent shall not be unreasonably withheld. The Target shall cooperate in such defenses and shall make reasonably available all records, witnesses, evidence and other tangible items, in the possession, custody or control of the Target, deemed relevant by the Defender. The Target shall also take all such other action, and sign such documents, as the Defender shall deem to be reasonably necessary to defend such Claims in a timely manner.

(k) Division of Fees.

Counsel retained hereunder for the defense of a Target shall be instructed by the Defender to regularly estimate in good faith the portions of all costs, fees and expenses of such defense that relate directly to LPT Defended Claims and Owner Defended Claims. All fees of such defense counsel shall be allocated between LPT Defended Claims and Owner Defended Claims. Said report shall be provided in an accounting which shall be made available to the Target(s) and Defender(s), and such accounting shall be irrevocably binding on the Target(s) and the Defender(s). Owner shall reimburse LPT for the costs, fees and expenses paid by LPT to such defense counsel relating directly to the defense of Owner Defended Claims. LPT shall reimburse

Owner for the costs, fees and expenses paid by Owner to such defense counsel that are directly related to the defense of LPT Defended Claims. The Target agrees to fully pay such reimbursements within 30 days after receipt of any such accounting by defense counsel described herein.

THE PROVISIONS OF THIS ARTICLE SURVIVE TERMINATION OF THIS AGREEMENT.

5.2 NOTICES. For the purpose of giving notice, any reference to "day" shall mean a business day (Monday through Friday) and will not include holidays. Generally speaking, any notice by either party to the other shall be in writing and shall be given and be deemed to be duly given, if either personally delivered or mailed by overnight courier or in a registered or certified postpaid envelope addressed as follows:

Owner: Client
109 N. Acacia Ave.
Solana Beach, CA 92075
Attn: Brett Bishov
Phone: 858-299-4269
Email: brett@capitalinsightllc.com

LPT: L.P.T. Retail Management Services LLC
449 Longhorn Trail
Weatherford, Texas 76087
Attn: Kevin Gandy
Phone: _____
Email: kgandy@lptservices.com

Either party may at any time change its address for purposes of this section by giving written notice of such change to the other party in the manner herein before provided.

In addition, notice may be provided by email to the appropriate party with proof of receipt either by confirmation by return email or electronic receipt acknowledgement.

5.3 NO PARTNERSHIP OR JOINT VENTURE. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Owner and LPT or their respective heirs, successors or assigns.

5.4 MODIFICATIONS AND CHANGES. This Agreement cannot be changed or modified except by another Agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

5.5 UNDERSTANDINGS AND AGREEMENTS. This Agreement constitutes all of the understandings and agreements of whatsoever kind or nature existing between the parties with respect to the management of the Properties. Neither LPT nor the Owner makes any

guarantees, warranties or representations that there will be profits or gross income or that there will not be losses from the operation of the Properties.

5.6 HEADINGS. The article and section headings contained herein are for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

5.7 THIRD PARTIES. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either party shall run to, or be enforceable by, any party other than the parties to this Agreement.

5.8 GOVERNING LAWS. THIS AGREEMENT SHALL BECOME VALID WHEN EXECUTED. IT SHALL BE GOVERNED AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF Texas. FOR THE PURPOSES OF ENFORCING ANY PROMISES UNDER THIS AGREEMENT, THE OWNER AND LPT AGREE TO SUBMIT TO THE JURISDICTION AND VENUE OF THE DISTRICT COURTS OF PALM BEACH COUNTY, FLORIDA, OR, FOR MATTERS WHICH REQURE FEDERAL JURISDICTION, THE FEDERAL DISTRICT COURT IN WEST PALM BEACH, FLORIDA.

5.9 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

5.10 CONFLICT. In the event of a conflict between the terms and conditions of this Agreement and the Appointment Letter, the terms and conditions of this Agreement shall control.

5.11 INTEGRATION. This Agreement and the Appointment Letter represent the agreement of LPT and Owner with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by LPT or Owner relative to the subject matter hereof not expressly set forth or referred to herein or in the Appointment Letter.

5.12 ALTERNATIVE DISPUTE RESOLUTION.

(a) Any and all claims, counterclaims, demands, causes of action, disputes, controversies and other matters arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the parties and/or their respective representatives (all of which are referred to herein as "Claims"), whether such Claims sound in contract, tort or otherwise, at law or in equity, under any Law, whether provided by statute or the common law, for damages or any other relief, if not capable of resolution through negotiation by

the parties, shall be submitted to an alternative dispute resolution ("ADR") process as follows: all such Claims shall first be referred to non-binding mediation ("Mediation") as described in Exhibit C; should a Claim not be fully resolved through Mediation, the Claim shall then be submitted to binding arbitration ("Arbitration") as described in Exhibit C. Excepted from the ADR process shall be (1) either Party's determination to not renew this Agreement upon its expiration; (2) LPT's collection of indebtedness or amounts due arising out of or relating to this Agreement; and (3) any Claim with a monetary value of less than $50,000.00. The parties' obligations under this article survive termination or expiration of this Agreement.

(b) The sole entity against which Owner may seek damages or any remedy under law or equity for any Claim is LPT or its successors or assigns. Owner agrees that the shareholders, directors, officers, employees, agents and representatives of LPT and its affiliates shall not be liable nor named as a party in any litigation or other proceedings commenced by Owner where the claim arises out of or relates to this Agreement. Owner further agrees that each of the foregoing parties are intended beneficiaries of this alternative dispute resolution clause, and that all claims against them that arise out of or relate to this Agreement must be resolved through the ADR process with LPT.

(c) The sole entity against which LPT may seek damages or any remedy under law or equity for any Claim is Owner or its successors or assigns. LPT agrees that the shareholders, directors, officers, employees, agents and representatives of Owner and its affiliates shall not be liable nor named as a party in any litigation or other proceedings commenced by LPT where the claim arises out of or relates to this Agreement. LPT further agrees that each of the foregoing parties are intended beneficiaries of this alternative dispute resolution clause, and that all claims against them that arise out of or relate to this Agreement must be resolved through the ADR process with Owner.

(d) BY EXECUTING THIS AGREEMENT, EACH PARTY IS AGREEING TO HAVE ANY APPLICABLE CLAIM SUBMITTED TO MEDIATION OR DECIDED BY BINDING ARBITRATION AS SET FORTH IN THIS ARTICLE AND IN EXHIBIT C. BY SO AGREEING THE PARTIES ACKNOWLEDGE THAT EACH IS GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THE CLAIM LITIGATED IN A COURT OR BY A JURY TRIAL. IF ANY PARTY REFUSES TO SUBMIT TO THE APPROPRIATE ADR PROCESS, SUCH PARTY MAY BE COMPELLED TO SUBMIT TO THE ADR PROCESS. EACH PARTY'S AGREEMENT TO THESE PROVISIONS AND THE ADR PROCESS IS VOLUNTARY. LPT AND OWNER CERTIFY THAT EACH HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT ALL APPLICABLE CLAIMS TO THE ADR PROCESS FOR RESOLUTION THROUGH MEDIATION OR FOR A BINDING AND FINAL DECISION IF NO RESOLUTION THROUGH MEDIATION IS ACHIEVED, AS SET FORTH ABOVE.

(d) Except for Claims relating to indemnification, indebtedness, or as otherwise specified in this Agreement, the parties will not be liable to each other for any other Claim arising out of this Agreement unless the claimant provides the other party with written notice of the Claim (setting forth fully the facts on which the Claim is based) within 180 days after the date on which the Claim arose. In no event shall either party be liable to the other for any indirect, incidental,

consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise.

5.13 ATTORNEY FEES. The prevailing party in any dispute will be entitled to recover from the other party interest, reasonable attorneys' fees and costs and other costs of collection the party incurs in order to secure, defend or protect the rights inuring to the prevailing party under this Agreement or to enforce the terms thereof. In the event of any dispute between the parties, both parties hereby waive any claim against the other party to this Agreement for consequential, exemplary, and/or punitive damages.

5.14 INTEREST. Interest will accrue on any amount due LPT by Owner under this Agreement from the date of the event triggering the indebtedness to LPT at the rate of 12% per annum, or the maximum lawful rate, whichever is less.

5.15 INTELLECTUAL PROPERTY; PUBLICITY. Neither Party shall have any right to the other Party's trademarks, service marks or trade names in connection with any product, service, promotion or publication, except that LPT may use Owner's name on LPT's client list and in reasonable business promotion efforts by LPT.

5.16 CONFIDENTIALITY.

(a) Owner and LPT each agree that all information provided by Owner to LPT and all data files, reports, financial statements, deposit account records and other information prepared by LPT pursuant to this Agreement is the sole property of Owner. LPT acknowledges that the Confidential Information is proprietary and confidential to Owner and/or its affiliates. LPT shall exercise the same level of care with respect to Owner's Confidential Information provided to LPT by Owner pursuant to this Agreement, as LPT exercises with respect to its own confidential information. LPT agrees that it will use the Confidential Information solely for the purpose of providing services as contemplated by this Agreement and will otherwise keep the Confidential Information of Owner confidential and will not distribute, disclose or disseminate in any manner to any other person (including its affiliates) any Confidential Information of Owner, *provided* that LPT may disclose such Confidential Information to its employees who have been advised of and have agreed to be bound by the use and confidentiality obligations of this Agreement. LPT may disclose Confidential Information only to its employees to the extent necessary to permit the efficient provision of services under this Agreement.

(b) To the extent LPT becomes legally compelled to disclose the Confidential Information, LPT will provide notice to Owner (and will reasonably cooperate with Owner) so that Owner, in its sole discretion and at its cost, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. LPT may furnish only such portion of the Confidential Information as, in the opinion of counsel to LPT, is legally compelled to be disclosed.

(c) For purposes of this Section, the term "Confidential Information" shall mean (i) all information which is disclosed by or on behalf of Owner or any of its respective affiliates to LPT in connection with the operation of the Owner's business and is either labeled or marked "Confidential" and (ii) all analyses, compilations, studies, notes, copies, memoranda or other documents prepared by or for the party receiving such information to the extent they contain or are based in whole or in part upon such information marked or labeled "Confidential". For purposes of this Section, the term "information" shall include, without limitation, financial data, product plans, recipes, ingredients, costs, prices, names, business or marketing plans, manufacturing processes, business opportunities, technical data, computer programs and other intellectual property, machinery and equipment, systems, products, projects, price lists, research and development data, customer identities, technical and business materials and work product. Confidential Information does not include information which (i) is or becomes part of the public domain other than as a result of disclosure by LPT or (ii) becomes available to LPT on a non-confidential basis from a third party (provided that such third party is not bound with respect to that information by a confidentiality agreement with Owner).

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement personally or by their officers or authorized agents, as of October 22, 2021.

L.P.T. Management Retail Services LLC ("LPT")	Southwest Convenience SPE LLC ("Owner")
By: _____	_____
Name: Kevin Gangl	Brett L. Bishov
Title: President / CEO	Principal and Authorized Representative

From: jared repinski
To: Nolette Hernandez
Cc: Callie LeRoy; David Udall; Jill McCleary
Subject: Re: Quik Mart #1301 Sampling Privilege Liquor License #349112
Date: Monday, July 21, 2025 5:56:40 AM
Attachments: image001.png

PLEASE BE CAUTIOUS
THIS MESSAGE AND SENDER COME FROM OUTSIDE THE TOWN OF MARANA. IF YOU DID NOT EXPECT THIS MESSAGE, PROCEED WITH CAUTION. VERIFY THE SENDER'S IDENTITY BEFORE PERFORMING ANY ACTION, SUCH AS CLICKING ON A LINK OR OPENING AN ATTACHMENT.

Good Morning Nolette,

I was able to communicate with one of the owners and the current plan is to have 1 or 2 sampling events and the events will last about 4 hours each. Towards the end of the year they will likely explore another 1 to 2 additional sampling events.

Also, these sampling events will follow the requirements outline in state statute (see below)...

ARS 4-206.01 K

...a liquor store licensee or a beer and wine store licensee that holds a license with sampling privileges may provide spirituous liquor sampling subject to the following requirements:

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.

2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.

3. The licensed retailer shall make sales of sampled products from the licensed retail premises.

4. The licensee shall not charge any customer for the sampling of any products, except that the licensee may charge a fee for bona fide educational classes conducted in a classroom by an instructor on the licensed premises where the sampling of any spirituous liquor product is incidental to the course taught and to the course materials presented.

5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.

6. Accurate records of sampling products dispensed shall be retained by the licensee.

7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.

8. The sampling shall be conducted only on the licensed premises.

Let me know if you have any additional questions.

Best Regards,

Jared Repinski
Arizona Alcohol Traffic & Firearms
1 - (888) 723-7078

All contents of this email are informational and not legal advice. Readers are strongly encouraged to consult an attorney before acting based on any information in this email. Only your attorney can advise what is appropriate for your situation.

All information and attachments are confidential and intended solely for the addressee. It is strictly prohibited to share any part of this email with any third party. If you received this message in error, please reply to this message and follow with its deletion.

On Wednesday, July 16, 2025 at 12:11:43 PM MST, Nolette Hernandez <nhernandez@maranaaz.gov> wrote:

Good afternoon, Mr. Repinski,

The Town of Marana is in receipt of the Sampling Privilege Liquor License for Quik Mart #1301, located at 8685 N Silverbell Rd.

As this is the first time our jurisdiction has received this type of application for a convenience store/gas station, we kindly ask for clarification on the intended use of the sampling privilege at this location?

Thank you for your time and assistance.

Best regards,

Nolette Hernandez

Records Clerk

Office of Town Clerk

Town of Marana

11555 W Civic Center Dr

Marana AZ 85653

(520) 382-2618 phone

www.MaranaAZ.gov



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: 07/17/25 Date of Posting Removal: ____/____/____

Applicant's Name: Repinski (Last) Jared (First) Michael (Middle)

Business Address: 8685 N Silverbell Rd (Street) Tucson (City) 85743 (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 (Print Name of City/County Official) | Housing Rehabilitation Specialist (Title) | (520) 990-2496 (Phone Number)

_____ (Signature) _____ (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.

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 #: 349112 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-08

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 6 (Day) of August (Month), 2025 (Year) considered the application of Jared Michael Repinski (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 Jared Michael Repinski (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

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.

SAMPLING PRIVILEGE (Liquor Store Series 9)

The liquor store (series 9) license is a "quota" license available only through the Arizona Liquor License Lottery for purchase on the open market. Once issued, the liquor store (series 9) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises (off-sale). A retail licensee 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) license applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. The Sampling Privileges form will require approval from local governing bodies; therefore the 105 day issuance timeframe will apply. Upon approval of Sampling Privileges, a new license with a "series 9S" designation will be issued to the licensee for display in a conspicuous, public area. The "series 9S" sampling privileges are not transferrable. Upon owner or location transfer of a series 9 (liquor store) license, all sampling cease and the new owner of the series 9 (liquor store license must apply for sampling privileges. "Series 9S" (liquor store with sampling privileges) licensees are required to comply with sampling regulations detailed in A.R.S.Â§4-206.01(J), 1 – 8. All other sampling may be conducted upon approval of a DLLC Sampling Request form, and compliance with A.R.S.Â§4-243(B) and R19-1-228 is required. Reference A.R.S.Â§4-206.01(J)

ADDITIONAL RIGHTS AND RESPONSIBILITIES: The retailer must complete a state-approved Record of Delivery form for each spirituous liquor retail delivery. Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A licensee acting as a retail agent, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department of Liquor Licenses and Control. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or at point of display. An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

ARIZONA STATUTES AND REGULATIONS:A.R.S. §ARS 4-201, 4-202, 4-203, 4-206.01, 4-209(B)(9), 4-209(D)(9), 4-222, 4-261; Rule R19-1-235; R19-1-121.

Council-Regular Meeting **A1**

Meeting Date: 08/06/2025

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: August 6, 2025

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
GOAL 2: Maintain an assured water supply and provide high-quality water and water reclamation infrastructure to meet existing and future customer needs.
STRATEGY 4: Invest in water and water reclamation infrastructure to meet projected growth needs.

Subject: Resolution No. 2025-074: Relating to Real Estate; approving and authorizing the Mayor to execute an Acquisition Agreement with Pima County for the purchase of approximately 13.34 acres of vacant agricultural land located north of the Town's existing Marana Water Reclamation Facility (WRF), north of Trico-Marana Road and west of Luckett Road, to support the expansion of the WRF as it relates to the Recharge Basins Phase II project (George Cardieri)

Discussion:

Pima County owns about 13.34 acres (581,090 square feet) of vacant agricultural land located north of the Town's existing Marana Water Reclamation Facility (WRF). The Town desires to purchase the property from Pima County to support the expansion of the WRF as it relates to the Recharge Basins Phase II project. The Town had an independent appraisal completed by Paul Hendricks Real Estate Appraisal & Counseling as of May 23, 2025, a copy of which is included within the Council's agenda packet. The appraiser's opinion of value for the property is $340,000. Town staff has negotiated the purchase of the property at the price established by the independent appraisal, with terms to be formalized in an Acquisition Agreement, subject to

approval by the Pima County Board of Supervisors.

If this Acquisition Agreement is approved as presented, the Town will purchase the property for $340,000 (about $0.59 per square foot). Additional costs will be incurred for closing costs (about $5,000), and Phase 1 environmental consultant fees (about $5,000).

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	Yes
Amount:	$350,000

Budget appropriation is available as part of the Recharge Basins Phase II project in the Town's five year Capital Improvement Plan.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-074, authorizing the purchase of about 13.34 acres of land from Pima County to support the expansion of the Marana Water Reclamation Facilityas it relates to the Recharge Basins Phase II project.

Suggested Motion:

I move to adopt Resolution No. 2025-074, approving and authorizing the Mayor to execute an Acquisition Agreement with Pima County for the purchase of approximately 13.34 acres of vacant agricultural land located north of the Town's existing Marana Water Reclamation Facility (WRF), north of Trico-Marana Road and west of Luckett Road, to support the expansion of the WRF as it relates to the Recharge Basins Phase II project.

Attachments

Resolution No. 2025-074
Exhibit A to Resolution No. 2025-074
Aerial Map of Property
Appraisal Report

MARANA RESOLUTION NO. 2025-074

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ACQUISITION AGREEMENT WITH PIMA COUNTY FOR THE PURCHASE OF APPROXIMATELY 13.34 ACRES OF VACANT AGRICULTURAL LAND LOCATED NORTH OF THE TOWN'S EXISTING MARANA WATER RECLAMATION FACILITY (WRF), NORTH OF TRICO-MARANA ROAD AND WEST OF LUCKETT ROAD, TO SUPPORT THE EXPANSION OF THE WRF AS IT RELATES TO THE RECHARGE BASINS PHASE II PROJECT

WHEREAS the Town of Marana is planning to expand the Marana Water Reclamation Facility ("WRF"); and

WHEREAS as a part of the WRF expansion project, the Town has identified the Recharge Basins Phase II project, Town of Marana Project No. WT074 (the "Project"); and

WHEREAS Town staff has identified the need to acquire approximately 13.34 acres of vacant agricultural land located north of the Town's existing WRF (the "Needed Property") from Pima County to support the Project; and

WHEREAS Town staff has negotiated the purchase of the Needed Property at a price established by an independent appraisal, with terms to be formalized in an Acquisition Agreement, subject to approval by the Pima County Board of Supervisors; and

WHEREAS the Mayor and Council of the Town of Marana find that acquiring the Needed Property is necessary to protect the public health, safety and welfare of the citizens of Marana.

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

SECTION 1. The Acquisition Agreement between the Town of Marana and Pima County, in substantially the form attached to this resolution as Exhibit A, is hereby approved and the Mayor is hereby directed and authorized to execute it for and on behalf of the Town of Marana.

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 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA AZ

ACQUISITION AGREEMENT

This Agreement is made by and between **Pima County**, a political subdivision of the State of Arizona ("Seller"), and the **Town of Marana**, an Arizona municipal corporation ("Town"). Seller and Town are collectively referred to herein as the "Parties," and individually as a "Party."

1. **Property and Acquisition Amount.** The Seller owns certain real property located in Pima County, Arizona, more particularly described on Exhibit "A", attached to and incorporated in this Agreement by this reference and referred to in this Agreement as the "Property". In lieu of court proceedings to acquire the Property by eminent domain, the Seller agrees to sell, and the Town agrees to acquire the Property for the total sum of **$340,000.00** (the "Acquisition Amount"), subject to the terms and conditions set forth in this Agreement:

$340,000.00	Acquisition Amount
$5,000.00	Estimated Closing Costs
$345,000.00	**Total Not to Exceed Amount**

2. **Effective Date.** This Agreement shall be effective on the date both the Seller and the Town have approved and accepted this Agreement by affixing their signatures (the "Effective Date").

3. **Special Warranty Deed Document.** Upon the Effective Date the Seller shall deposit with Escrow Agent a Special Warranty Deed conveying to the Town title to the Property free and clear of all liens and encumbrances, in the form attached hereto as Exhibit "B".

4. **Escrow Instructions.** Escrow will be opened with Stewart Title & Trust of Tucson, Jenny Morrow, Escrow Officer, 3939 E Broadway Blvd., Tucson, AZ 85711, (520) 917-6134, according to the terms of this Agreement (the "Escrow Agent").

5. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases, and Owners Title Insurance Policy, shall be paid by the Town.

6. **Escrow Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Seller prior to closing, and (c) property taxes shall be prorated based upon the date of closing.

7. **Title Commitment.** Escrow Agent will distribute to the Parties a Commitment for Standard Owner's Title Insurance (the "Commitment") together with complete and legible copies of all documents that will remain as exceptions to Town's policy of title insurance.

8. **Seller's Title Obligation.** Seller is hereby obligated to provide Town free and clear marketable title subject only to the Town's Approved Exceptions. Seller shall cause all exceptions to title not approved by Town to be removed prior to Closing.

9. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest, and penalty. Those sums shall, upon demand, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Property.

10. **Possession and Closing.** Possession of the Property shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the Effective Date or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.

11. **Environmental Representations.** The Town and the Seller agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Property. Each party shall remain responsible for its obligations as set forth by law. The Seller hereby represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

12. **Environmental Inspection Rights.** The Seller shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Property. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town, but not later than an additional 180-day extension. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Town shall provide written notice to Seller, prior to Closing, of any items disapproved by Town as a result of Town's inspection (the "Objection Notice"). If Town sends an Objection Notice, Seller may, within 5 business days of receipt of the Objection Notice, notify Town if Seller is willing to cure any of the items to which Town objected (the "Cure Notice"). If Seller elects not to send Town a Cure Notice or if Seller's Cure Notice is not acceptable to Town, then Town may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

13. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by the Town as a result of any violation of federal arbitrage violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

14. **Notices.**

    a. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Town's address.

    b. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of 72 hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

    c. **Seller's Address:** Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: Jeffrey.teplitsky@pima.gov

    d. **Town's Address:** Town of Marana, Legal Department, 11555 W. Civic Center Dr., Marana, AZ 85653; Email: Gcardieri@maranaaz.gov

15. **Lease Acknowledgment.** The Seller warrants that the only oral or written lease on all or any portion of the Property is the ground lease agreement between Pima County and Christopher R. Sullivan, dated November 10, 2020, attached hereto as Exhibit "C". The Town hereby accepts the Property subject to this ground lease agreement.

16. **Risk of Loss for Damage to Improvements.** The Seller shall be responsible for the risk of loss for any and all damage to the improvements located on the Property prior to close of escrow.

17. **No Personal Property.** No personal property is being transferred pursuant to this Agreement.

18. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Seller has sole responsibility to pay all brokerage or finders' fees to any agent employed.

19. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Property effective as of the date this agreement is signed on behalf of the Seller, which shall terminate when the Town takes title to the Property or in 365 days, whichever occurs first.

20. **No Sale.** Seller shall not sell or encumber the Property prior to close of escrow.

21. **Signing Authority.** Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

23. **Conflict of Interest.** This Agreement is subject to cancellation within 3 years after its execution pursuant to A.RS.§ 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Seller or the Town is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

24. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.

25. **Governing Law.** This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

26. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Property and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.

27. **Interpretation.** This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

28. **No Representations.** Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

29. **Attorney's Fees and Costs.** In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

30. **No Third Party Beneficiaries.** This is not a third-party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

31. **No Partnership.** Nothing in this Agreement creates a partnership or joint venture or authorizes any Party to act as agent for or representative of any other Party.

32. **No Waiver.** The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

33. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.

34. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value but was agreed through compromise and settlement to avoid litigation.

35. **Government Approvals.** This Agreement is subject to approval by the Town Council of the Town of Marana and the Pima County Board of Supervisors.

[Rest of Page Intentionally Left Blank]

SELLER'S APPROVAL AND ACCEPTANCE:

PIMA COUNTY, a political subdivision of the State of Arizona

By:_____ Date:_____

Name:_____

Title:_____

ATTEST:

_____
, County Clerk

APPROVED AS TO FORM:

_____
Janis Gallego, Deputy County Attorney

TOWN'S APPROVAL AND ACCEPTANCE:

TOWN OF MARANA, an Arizona municipal corporation

_____ Date:_____
Jon Post, Mayor

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO CONTENT:

_____
Heidi Lasham, Water Director

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit “A”

Parcel 1:

That portion or the Northeast quarter of the Southeast quarter of Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the East quarter corner of said Section 14

Thence North 89 degrees 57 minutes 51 seconds West along the North line of the Southeast quarter of Section 14, 1192.89 feet to a point 130.0 feet Easterly from the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 14;

Thence South 00 degrees 00 minutes 46 seconds West parallel to the West line of the Northeast quarter of the Southeast quarter of said Section 14, 738.46 feet;

Thence South 89 degrees 51 minutes 53 seconds East, 1192.88 feet to the East line of the Southeast quarter of said Section 14;

Thence North 0 degrees 00 minutes 52 seconds East along the East line of said Southeast quarter of Section 14, 740.53 feet to the Point of Beginning.

EXCEPTING any portion Deeded to the Town of Marana in Sequence No. 2013178059

Parcel 2:

An easement for road purposes, as created by Docket 5227 at Page 88 described as follows:

Beginning at a point being the East quarter corner of said Section 14;

Thence North 89 degrees 56 minutes 23 seconds West, along the South line of the Southeast quarter of the Northeast quarter of said Section 14, a distance of 1321.67 feet to the Southwest corner thereof;

Thence North 00 degrees 04 minutes 08 seconds West, a distance of 99 feet;

Thence South 25 degrees 16 minutes 48 seconds East, a distance of 124.11 feet;

Thence South 89 degrees 56 minutes 23 seconds East, a distance of 1209.68 feet to the East line of said Northeast quarter of Section 14;

Thence South 00 degrees 04 minutes 12 seconds West, a distance of 45 feet to the True Point of Beginning;

Exhibit “A” continued

Together with an easement for road purposes, as created by Docket 5227 at Page 88 and Docket 5246 at Page 680 described as follows:

The Southerly 36 feet of property described in Docket 5246 at Page 680.

Parcel 3:

An easement for ingress/egress as set forth in Docket 2271 at Page 421 and in Docket 4955 at Page 456 and by Docket 5004 at Page 659 (40 feet in width), the centerline of which is described as follows:

Beginning at a point in the North boundary line of Section 14, said point being distant North 89 degrees 59 minutes West, 1,478 feet from the Northeast corner of said Section 14;

Thence South 0 degrees 08 minutes 31 seconds East, a distance of 2,570 feet to a point which is distant South 89 degrees 54 minutes 39 seconds East 208 feet from the Northwest corner of property described in Docket 4526 at Page 530.

Exhibit "B"

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

Special Warranty Deed

For the consideration of Ten Dollars ($10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Pima County**, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to the **Town of Marana**, an Arizona municipal corporation, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona:

SEE LEGAL DESCRIPITON ATTACHED TO THIS INSTRUMENT AS **EXHIBIT A**;
DEPICTED IN **EXHIBIT A-1** AND INCORPORATED HERE BY THIS REFERENCE

Subject to all taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters set forth above.

Restrictive Covenant.

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

Protection of Cultural Resources.

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

{Signature Pages Follow}

GRANTOR:
Pima County, a political subdivision of the State of Arizona

_____ _____
By: Jeffrey Teplitsky, Director Date
Pima County Real Property Services

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 2025 by Jeffrey Teplitsky, _____ as Director, Pima County Real Property Services.

_____
Notary Public

My Commission Expires: _____

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Grantee's Acceptance Follows

Accepted and Approved by Grantee this _____ day of _____, 2025:

Town of Marana, an Arizona municipal corporation

_____
By: Heidi Lasham, Water Director

Approved as to Form:

_____
By: Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 2025 by Heidi Lasham, Water Director of the Town of Marana.

_____
Notary Public

My Commission Expires: _____

Exhibit "C"

DEPARTMENT: Pima County **TENANT: Christopher R. Sullivan** **DESCRIPTION/ADDRESS OF PROPERTY: NW of W Treatment Plant Rd., W of N Luckett Rd., E of N Trico Rd., S of W Hardin Rd., Marana** **REVENUE CONTRACT**: CTN-PW-21*0044	

Ground Lease Agreement

1. **PARTIES: EFFECTIVE DATE:** This Lease is made by and between Christopher R. Sullivan, (hereinafter referred to as "Tenant") and Pima County, a political subdivision of the State of Arizona (hereinafter referred to as "Landlord"). This Lease shall be effective (the "Effective Date") on the date it is signed by all parties.

2. **BACKGROUND AND PURPOSE:**

2.1. Landlord owns the property legally described and depicted on **Exhibit A** (hereinafter referred to as the "Land"), which is a 13.34 acre parcel of real property located in Section 14 Township 11 South, Range 10 East.

2.2. Tenant may use and occupy the Premises for agricultural use.

2.3. County has the authority, to lease the land to Tenant. The County previously published notice, appraised the land and held a public auction in accordance with A.R.S. 11-256. Tenant was the highest responsible bidder at the auction.

2.4. Landlord desires to let to Tenant, and Tenant desires to lease from Landlord, the Land, together with all improvements now on or hereafter located on the Land (the "Premises"), under the terms and conditions set forth in this agreement (the "Lease")

3. **PREMISES:**

3.1. **Lease.** In consideration of the Tenant's compliance with all the terms and conditions of this Lease, and timely performance of all its obligations under this Lease, Landlord hereby lets to Tenant and Tenant hereby leases from Landlord, the Premises. The Tenant will use the Premises solely for agricultural use.

3.2. **Condition of Land.** Tenant acknowledges that it is fully familiar with the physical and legal condition of the Land and has received the same in good order and

122953 / 00838746 / v2

condition. LANDLORD MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR STATE OF THE LAND OR ITS FITNESS

OR AVAILABILITY FOR ANY PARTICULAR USE, AND LANDLORD IS NOT LIABLE FOR ANY LATENT OR PATENT DEFECT THEREIN. Tenant's use of the Premises is subject to all existing easements, rights-of-way and set-backs existing as of the date of this Lease.

3.3. **Quiet Enjoyment**. Landlord covenants and agrees that upon Tenant paying the Rent and performing and observing all of the Tenant's obligations under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term, without hindrance or molestation by anyone claiming paramount title or claims through Landlord.

4. **TERM.** This Lease will commence on the Effective Date and continue for a period of five (5) years (the "Term"), unless terminated earlier in accordance with the terms of this lease.

5. **RENT.**

5.1. **Base Rent**. Tenant must pay Landlord rent in the amount of One Thousand Two Hundred Dollars ($1,200.00) annually.

5.2. **Rental Taxes**. Tenant must also pay to Landlord any occupancy tax, rent tax or government property lease excise tax now in effect or hereafter enacted, which Landlord is now or hereafter required to pay with respect to the Premises or this Lease.

6. **USE OF PREMISES.**

6.1. **Permitted Uses.** The Premises may be used by Tenant only for agricultural purposes and uses reasonably related thereto in keeping with the general character of the surrounding area and permitted by law.

6.2. **Prohibited Activity**. Tenant may not permit any unlawful activities on the Premises, or any activities that unduly interfere with activities of neighboring property owners/occupants.

7. **ENVIRONMENTAL COMPLIANCE.**

7.1. **Hazardous Materials Defined**. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) petroleum or petroleum products; or (ii) defined as a Hazardous Material under A.R.S. 26-301(8).

7.2. **Hazardous Materials Prohibited; Clean Air Act**. Tenant may not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or

invitees, without the prior written consent of Landlord, other than such Hazardous Materials as are customarily necessary or useful to the type of operations permitted under this Lease and actually being carried out by Tenant on the Premises which will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Tenant's operations on the Premises must comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 et seq. and Arizona Revised Statutes, Title 49, Chapter 3 and any other applicable environmental laws or regulations.

7.3. **Indemnity**. If (i) Tenant breaches the obligations stated in the preceding paragraph, (ii) the presence (whether consented to by Landlord or otherwise) of Hazardous Material on the Premises or on or in the soil or ground water under or adjacent to the Premises is caused or permitted by Tenant, its agents, employees, contractors or invitees, (iii) contamination of the Premises or soil or ground water under or adjacent to the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable, or (iv) contamination occurs elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises, then Tenant will indemnify, protect, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Premises or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Premises or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Premises or any part thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Agreement as a result of such contamination. The foregoing obligation of Tenant to indemnify, protect, defend and hold Landlord harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present, as a result of any action or inaction on the part of Tenant, its agents, employees, contractors or invitees, in the Premises or the soil or ground water on, under or adjacent to the Premises, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Premises.

7.4. **Clean-up**. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Premises, or the soil or ground water under or adjacent to the Premises caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Premises, the soil or ground water under or adjacent to the Premises, Tenant must promptly notify Landlord in writing and take all actions at its sole expense as are necessary to return the Premises, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Premises, or to such soil or ground water; provided that Landlord's approval of such actions is first obtained, which approval may not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

7.5. **Pre-Existing Contamination**. Landlord agrees that any Hazardous Materials contaminating the Premises prior to possession of the Premises by Tenant will

not result in liability for Tenant under this Paragraph except to the extent such contamination is aggravated by the action or inaction of Tenant.

7.6. **Notices Regarding Environmental Conditions**. Tenant must, within ten (10) business days following receipt thereof, provide Landlord with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Tenant or the Premises alleging any violation of any local, state or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Premises or the soil or ground water under or adjacent to the Premises of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Premises or the soil or ground water under or adjacent to the Premises or any damages caused by such release.

7.7. **Survival.** Tenant's obligations under this Section will survive the expiration or earlier termination of this Lease and vacation of the Premises.

8. **REPAIR, MAINTENANCE AND UTILITIES.**

8.1. **Taxes.** Tenant is responsible for payment of all taxes, whether real property taxes, personal property taxes, income taxes, or any other taxes, if any, that are or may be assessed relating to the Premises, the Project, this Lease, or any use of the Premises by Tenant.

8.2. **Entry by Landlord.** Landlord reserves the right to enter the Premises to inspect the same; provided that if such entry is not during normal business hours, Landlord will give Tenant at least twenty-four (24) hours advance notice. Landlord will make a reasonable effort to not interrupt Tenant's business at the Premises. Landlord at any and all times will have the right to use any and all means which Landlord may deem proper to open gates or doors in an emergency in order to obtain entry to the Premises, without liability to Tenant, except for any failure to exercise due care for Tenant's property, and any entry to the Premises obtained by Landlord by any such means, or otherwise, will not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

8.3. **Maintenance and Repairs**. All improvements on the Premises, both outside and inside, must be put and kept in good order and repair by Tenant at Tenant's sole cost and expense, and Tenant must make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen structural or otherwise, that may be necessary or required, except as provided in Section 8.4 below. If Tenant fails to make such repairs, restoration or replacements, Landlord may make them, and Tenant must reimburse Landlord for the costs within ten days after Landlord sends Tenant an invoice.

8.4. **Damage for Casualty**. If any improvement on the Premises is damaged or destroyed by any cause whatsoever, during the Term of this Lease, Tenant must, with reasonable promptness, repair and replace the same at its own expense, to at least the condition existing immediately prior to the damage or destruction, and must do so even though the proceeds of any insurance policies

covering the loss are insufficient to reimburse Tenant therefore, and Tenant's obligations under this Lease will not be terminated or suspended; except that, that if the Premises are substantially destroyed by fire or other casualty at any time during the last five (5) years of the Term, then Tenant may terminate this Lease by written notice given to Landlord within sixty (60) days after the date of such destruction, and Tenant will be discharged from responsibility to repair the damage, but Tenant must in that event, at Tenant's sole cost and expense, clean and clear the Land of all debris and repair the Land and install landscaping so that the Land blends in reasonably well with the surroundings.

8.5. **Utilities** Tenant must, at its sole cost and expense, arrange for the furnishing of all utilities, including electricity, gas, water and sewer, and telecommunication services, fire protection lines and hydrants, that are necessary for its operations on the Premises, and Tenant covenants and agrees to pay all charges for such utilities and services directly to the supplier thereof. Landlord will not be liable in any way to Tenant for any failure or defect in the supply or character of utilities or telecommunications services furnished to the Premises by reason of any requirement, act or omission of the provider of such service or for any other reason.

9. **INSURANCE; INDEMNIFICATION.**

9.1. **Types of Insurance Required.** Tenant must procure, prior to beginning any activities on the Premises, and maintain throughout the Term, the following insurance from an insurance company or companies reasonably acceptable to Landlord:

9.1.1. Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than $2,000,000.00 covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured.

9.1.2. Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 00 01 in an amount not less than $1,000,000.00 for vehicles actually used in the operations at the Premises (i.e., not used for simple commuting).

9.1.3. Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than $1,000,000 per injury, illness, or disease.

9.1.4. Commercial Property, Boiler and Machinery insurance with coverage at least as broad as ISO forms CP 00 01 and BM 00 20, covering the full replacement cost of all improvements on the Premises.

9.2. **Certificates**. Tenant must provide Landlord with copies of certificates of insurance showing the current status of all insurance policies. Tenant must, in addition, provide full, certified copies of all required insurance policies when requested by Landlord in writing. All certificates of insurance must provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal, or material change. Any modifying language in a certificate of insurance must be deleted. Landlord must be an "additional insured" on all liability insurance policies.

Exhibit "C" continued

9.3. **Waiver of Subrogation**. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance.

9.4. **Changes to Insurance Requirements.** Landlord may review and alter the coverage, form, and amount of insurance required hereunder at any time. Landlord will notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant will have sixty (60) days to comply with the requirements as changed.

9.5. **Indemnification**. Tenant agrees that, to the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless Landlord, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by the Tenant, its agents, employees, invitees, contractors or anyone under its direction or control or acting on its behalf, or anyone permitted by Tenant to conduct any activity on the Premises, or in connection with any use or occupancy of the Premises under the terms of this Lease.

10. **DEFAULT/TERMINATION**.

10.1. **Tenant Default**. The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:

10.1.1. Operation of Premises. The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant, that continues for a period of ten (10) calendar days after notice of such default is sent by Landlord to Tenant.

10.1.2. Monetary Obligations. The failure by Tenant to make any payment required to be made by Tenant under this Lease, as and when due, that continues for a period of ten (10) calendar days after notice from Landlord that such payment is due.

10.1.3. Insurance. The failure by Tenant to maintain insurance policies as set forth above for any period of time, in which event Tenant must immediately cease all operations at the Premises until such insurance is obtained. In the event of such a default, Landlord may, in Landlord's sole discretion, obtain necessary insurance coverage in which event Tenant must, within five (5) days of demand, reimburse and pay to Landlord the full amount of any costs and premiums expended by Landlord to obtain such coverage.

10.1.4. Violation of Law. Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant, either tacitly or explicitly, or that Tenant has not taken reasonable means to prevent after Tenant becomes or in the exercise of reasonable diligence should have become aware that such activities are being conducted.

10.1.5. Health and Safety Violation. Any action or omission by Tenant that, in Landlord's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Premises or neighboring properties.

10.1.6. Other Covenants. The failure by Tenant to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, that continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

10.2. **Landlord Default.** Landlord will be deemed to be in default hereunder if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for thirty (30) days after written notice and demand from Tenant (unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Landlord will be in default only if it fails to initiate the cure within thirty (30) days, and thereafter diligently pursue the same to completion).

10.3. **Remedies.**

10.3.1. All Remedies Available. Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other.

10.3.2. Cure by Landlord. Should Tenant fail to perform in a timely manner any of the covenants or terms of this Lease on its part to be performed, Landlord may (but is not obligated to) perform the same and charge Tenant for the costs thereof, together with interest thereon, at the rate set by statute for interest on judgments, from the date upon which the expense is incurred until paid by Tenant.

11. **NOTICES.** All notices given under this Lease must be in writing and either served personally or sent by certified or registered mail, return receipt requested, to the parties as indicated below or to such other persons, or addressees as either party may designate in writing to the other party:

If to Tenant: Christopher R. Sullivan
3703 E. Goodman Ranch Pl.
Marana, Arizona 85628

If to Landlord: Pima County Real Property
201 N. Stone Ave, 6th Floor
Tucson, AZ 85701

Exhibit "C" continued

12. **ASSIGNMENT/SUBLETTING**. Tenant may not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and may not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord. Tenant acknowledges that Landlord has approved this Lease, with a nominal rental rate, based on the special nature of Tenant and the public benefits provided by Tenant's operations, and that Landlord may therefore withhold consent to a proposed sublease or assignment if in Landlord's reasonable judgment the operations of the proposed subtenant or assignee do not provide the same type and level of public benefit. Moreover, any subtenant or assignee must be a nonprofit tax-exempt organization. Consent to one assignment, subletting, occupation or use by any other person will not be deemed to be consent to any other assignment, subletting, occupation, or use by another person. Consent to any such assignment or subletting will in no way relieve Tenant of any liability under this Lease and will not impose any additional burden or obligation on Landlord. Any such assignment or subletting without such consent will be void, and will constitute a default under the terms of this Lease.

13. **SURRENDER OF PREMISES/HOLDING OVER**. On the last day or earlier termination of the Term of this Lease, Tenant must quit and surrender the Premises, together with all Alterations, in good condition and repair (except as provided in Section 8.4 above), normal wear and tear excepted. Any holding over with the consent of Landlord after the expiration of the Term or earlier termination of the Lease will be construed to be a tenancy from month-to-month upon the same terms and conditions as provided in this lease, to the extent applicable. Tenant's obligations under this Section will survive the expiration or earlier termination of the Term of this Lease.

14. **SUSTAINABILITY PLAN.** In accordance with the County's Sustainability Plan, Tenant must use all reasonable efforts to use recycled products for its operation within the Premises, and re-use and recycle materials utilized in the Premises.

15. **CANCELLATION FOR CONFLICT OF INTEREST.** This Lease may be cancelled for conflict of interest pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.

16. **TENANT NOT AN AGENT OF LANDLORD.** Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant will control activities on the Premises, and Landlord will not control those activities. Tenant's employees and servants will not be under the control of Landlord.

17. **NON-DISCRIMINATION.** Tenant agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 Executive Order as modified by 2009-09, which is hereby incorporated into this contract as if set forth in full herein. During the Term of this Lease, Tenant may not discriminate against any employee, client or any other individual in any was because of that person's age, race, creed, color, religion, sex, disability or national origin.

Exhibit "C" continued

18. NON-APPROPRIATION. Notwithstanding any other provision in this Lease, this Lease may be terminated if for any reason, the County's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Lease. In the event of such termination, County will have no further obligations to Tenant.

19. **ARBITRATION.** The parties agree that any dispute arising under this Lease involving the sum of fifty thousand dollars ($50,000) or less in money damages only will be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) will be final.

20. **CHOICE OF LAW.** The laws of the State of Arizona will apply to any action relating to this Lease and any court action must be brought in a court in Pima County, Arizona.

21. **NON-WAIVER.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other party, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing to it at any time will not be construed as an accord and satisfaction.

22. **INTERPRETATION OF LEASE**. The parties acknowledge that each has had the opportunity to review this Lease with counsel of its or their choice. This Lease will not be construed in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties. All provisions contained in this Lease will bind and inure to the benefit of the parties hereto, their successors and assigns.

23. **ENTIRE AGREEMENT**. This Lease contains the entire agreement between the parties and all previous agreements, negotiations, or understandings are superseded by and merged in this Lease. This Lease may be modified by the parties only by writing executed with the same formalities as this Lease.

24. **AMENDMENT.** This Lease may not be amended except by a written instrument duly executed by both parties. Landlord will not enter into any modification of this Lease without the prior written consent of the holder of the Leasehold Deed of Trust provided that Landlord has notice of such secured party's interest in this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day, month and year written below.

TENANT: Christopher R. Sullivan

122953 / 00838746 / v2

Exhibit "C" continued

LANDLORD:

Pima County, a political subdivision of
the State of Arizona

By: _____
Ramón Valadez, Chairman, Pima County
Board of Supervisors

Date: NOV 10 2020

ATTEST:

_____
Julie Castañeda, Clerk of the Board

APPROVED AS TO CONTENT:

By: _____
Jackson Jenkins, Director
Pima County Regional Waste Water

By: _____
Jeffrey Teplitsky, Manager
Pima County Real Property Services

APPROVED AS TO FORM:

By: _____
Kell Olson, Deputy County Attorney

122953 / 00838746 / v2

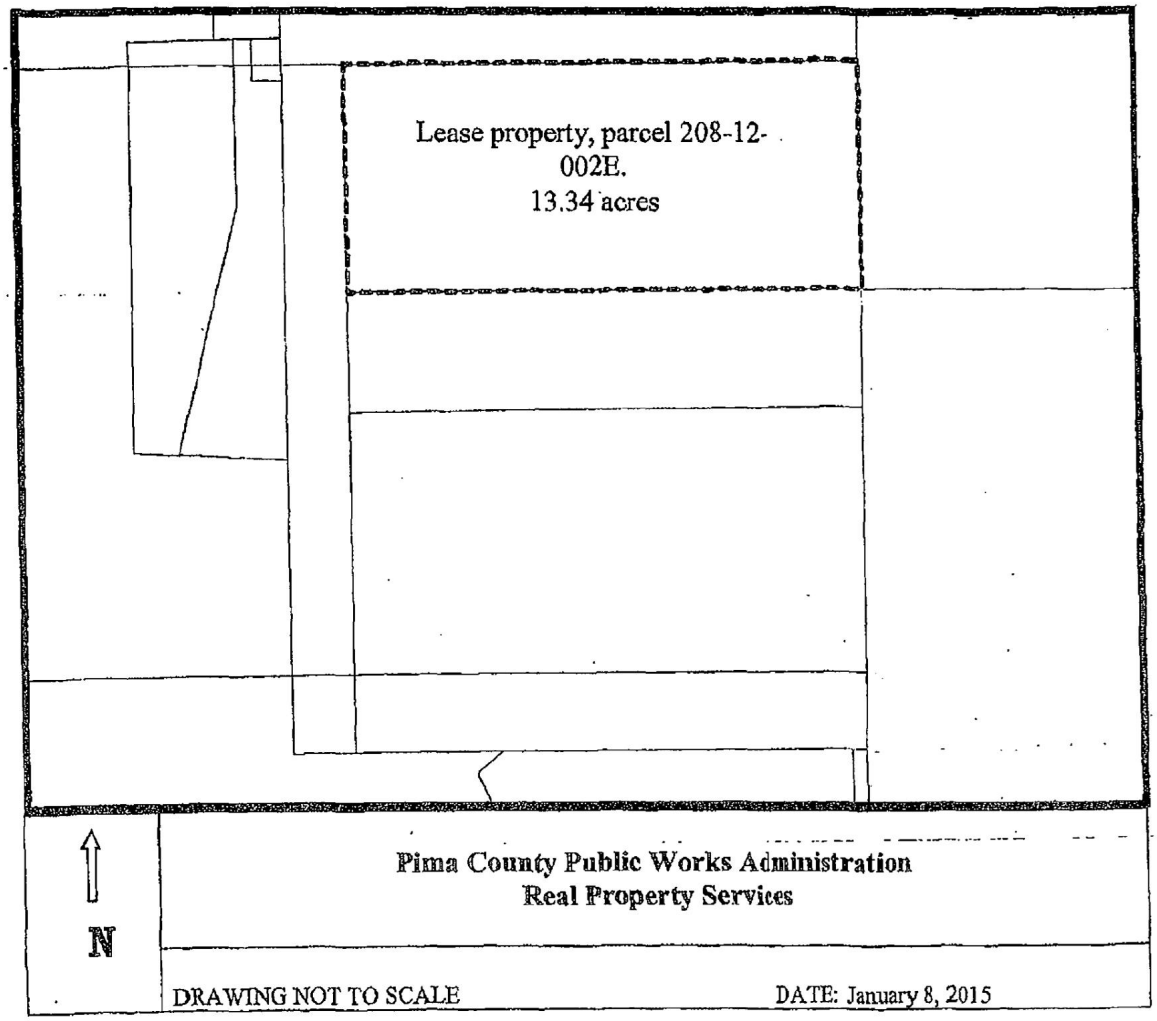
S14/T11S /R10E	Phase Two Recharge Expansion (WT074)
Parcel No. 208-12-002E	Acquisition Agreement with Pima County

Exhibit “C” continued

EXHIBIT “A”

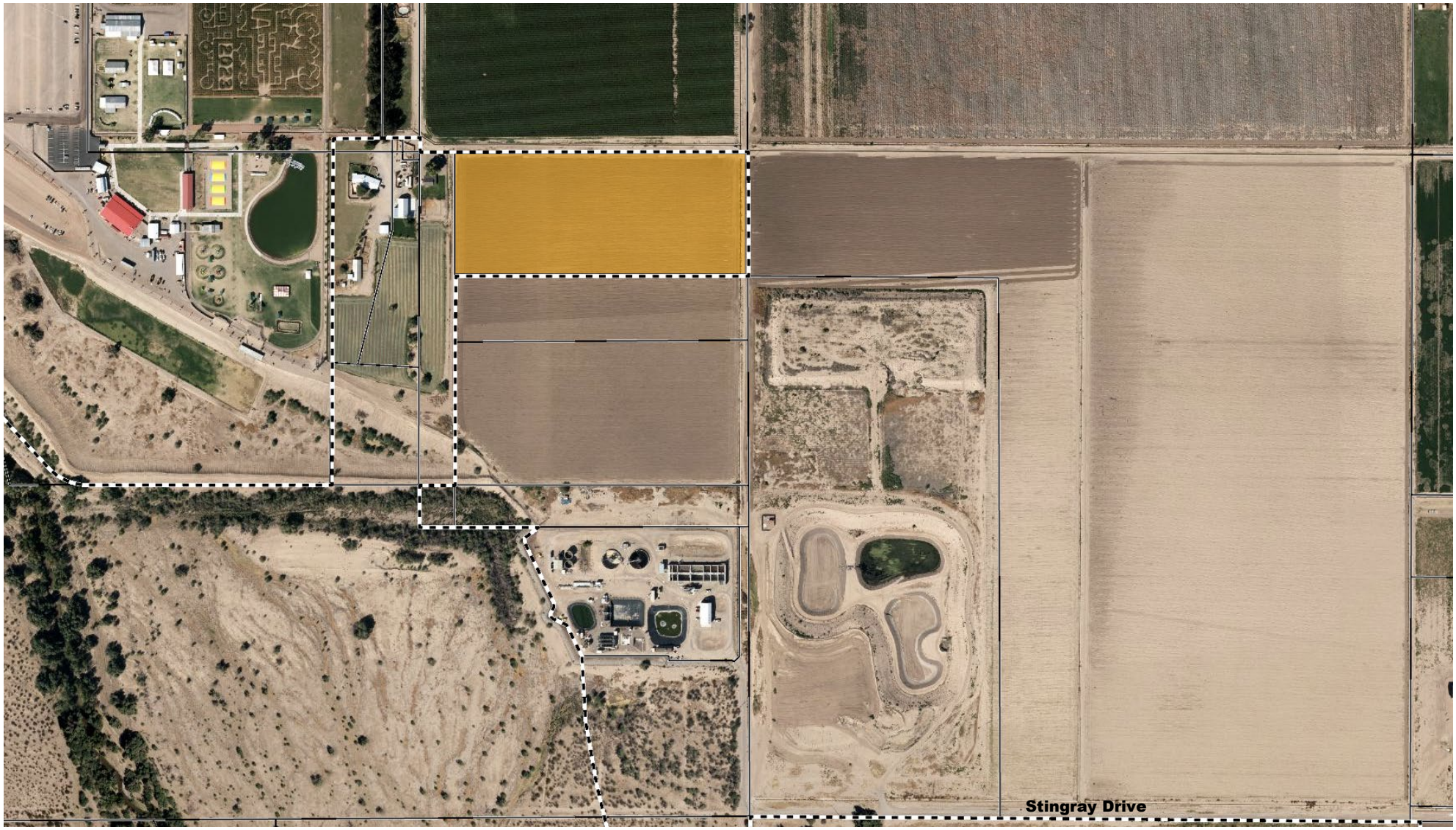
SECTION 14
TOWNSHIP 11 SOUTH
RANGE 10 EAST

The lease property generally described as being the North 487 feet of that certain property described in the conveyance to Pima County in Docket 12774 at Page 6064, of record in the office of the Pima County Recorder, Pima County, Arizona.



S14/T11S /R10E	Phase Two Recharge Expansion (WT074)
Parcel No. 208-12-002E	Acquisition Agreement with Pima County

Pima County
APN: 208-12-002E



PAUL HENDRICKS REAL ESTATE APPRAISAL & COUNSELING
Appraisal Service, Litigation Support, Counseling
Voice &Fax (520) 325-6512
Email PaulHendricksMAI@gmail.com

COVER PAGE

APPRAISAL REPORT

Opinion of Compensation for Acquisition of
A 13.34ac site, located
North of Marana Wastewater Reclamation Facility,
west of Luckett Rd, north of Trico-Marana Rd
Marana, AZ
Pima County, 85653

Phase Two Recharge Expansion-WT074
PO 22500667-00

As Of May 23, 2025

Owner: Pima County
Tax Parcel: 208-12-002E
Sec 14, T11S, R10E

Prepared For Use By

Town of Marana,
11555 W Civic Center Dr.,
Marana, Arizona 85653
Attention: Wastewater,
Bea Gallivan, Real Property Coordinator

Appraisal Prepared By

PAUL HENDRICKS REAL ESTATE APPRAISAL & COUNSELING
Paul D. Hendricks, MAI
Arizona Certified General Real Estate Appraiser 30197

Assignment Reference 2025348

PAUL HENDRICKS REAL ESTATE APPRAISAL & COUNSELING
Appraisal Service, Litigation Support, Counseling
Voice & Fax (520) 325-6512
Email paulhendricksmai@gmail.com

Letter of Transmittal

June 2, 2025

Town of Marana:
11555 W Civic Center Dr
Marana, AZ 85653
Bea Gallivan, Real Property Coordinator

Re: Opinion of value for approximately13.34 acres north of Marana's Wastewater Reclamation Facility (Stingray Drive).

In response to your request I have completed an appraisal analysis of the above referenced property; this letter of transmittal is part of the appraisal report. This appraisal report conforms to Uniform Standards of Professional Appraisal Practice (USPAP).

Problem Identification: The purpose of the appraisal is to opine market value of the above referenced site. Effective date of the appraisal is May 23, 2025, the date of site visit.

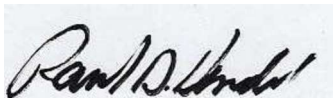
Relevant subject characteristics: the site is located west of Luckett Rd., north of Trico-Marana Rd, west of Interstate 10, in a Pima County island, largely surrounded by Town of Marana. It is indicated to be within Cortaro-Marana Irrigation District (CMID), with irrigation water available. The opined parcel is indicated by Town of Marana to be approximately 13.34ac (per Pima County executed Sullivan Lease); zoned RH. It is FEMA AE (1% annual chance flood, elevations determined); the average depth reported to be between 1-and 2 feet deep. The site is indicated to be designated Flood Control Resource Area (FCRA); Pima Prospers Section 4.9 Goal 1 says that development should avoid Flood Control Resource Area where practicable; development in this area would not be permissible if the site were rezoned.

Assignment Conditions Descriptions of parcel site size and areas of various classification (flood zone, flood control resource area, etc.) are indicated by Pima County GIS mapping and personnel, assumed to be accurate. The title commitment (see appendix) indicates a great number of recorded documents indicated to be associated with the subject parcel; many of the documents are quite dated and are difficult to read; it is an assumption of this report that the subject has legal access from easements described and that other conditions and restrictions are as described herein. The use of these extraordinary assumption may affect assignment results. Please see limiting conditions and assumptions in the appendix.

My opinion of market value is: $340,000

Please call if you have any questions regarding the following appraisal report. Thank you for the opportunity to be of service.

Sincerely,



Paul D. Hendricks, MAI
Arizona Certified General Real Estate Appraiser 30197

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Property Overview Exhibit



PREFACE & SUMMARY

APPRAISAL REFERENCE:	2025348 Wastewater Recharge Site
PROBLEM IDENTIFICATION:	The following 7 parameters are considered, client, intended users, intended use, type of opinion, effective date, relevant subject characteristics and assignment conditions:
CLIENT:	Town of Marana, Attn: Wastewater Contact: Bea Gallivan, Real Property Coordinator
APPRAISER:	Paul D. Hendricks, MAI Arizona Certified General Real Estate Appraiser 30197
PURPOSE, INTENDED USE:	The purpose of the appraisal is to opine market value, the intended use is for potential acquisition.
INTENDED USERS:	Town of Marana is the only intended user; however, it is understood that following review and acceptance of this report by client, this report will become public information
SUBJECT CHARACTERISTICS:	Located north of Marana's wastewater Reclamation Facility site, north of Trico-Marana Rd, west of Luckett Rd, it is within CMID, zoned RH. It if indicated by Town of Marana to be approximately 13.34 acres. It is FEMA AE; designated Flood Control Resource Area.
SITE SIZE:	13.34 acres (per Pima County executed Sullivan lesae)
TAX CODE:	208-12-002E
INTEREST CONSIDERED:	Fee Simple
OPINION OF VALUE:	$340,000
ASSIGNMENT CONDITIONS:	Descriptions of parcel site size and areas of various classification (flood zone, flood control resource area, etc.) are indicated by Pima County GIS mapping and personnel, assumed to be accurate. The title commitment (see appendix) indicates a great number of recorded documents indicated to be associated with the subject parcel; many of the documents are quite dated and are difficult to read; it is an assumption of this report that the subject has legal access from easements described and that other conditions and restrictions are as described herein. The use of these extraordinary assumptions may affect assignment results. Please see limiting conditions and assumptions in the appendix.
EFFECTIVE DATE OF VALUATION:	May 23, 2025; date of site visit.
DATE OF APPRAISAL REPORT:	June 2, 2025
TYPE OF APPRAISAL REPORT:	Report.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to opine market value.

INTENDED USE OF THE APPRAISAL

The opinion of value will be used by the client, Town of Marana, for potential acquisition for Wastewater Reclamation site.

INTEREST APPRAISED

The interest appraised is the fee simple. Fee Simple is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".

PROPERTY IDENTIFICATION

The property is identified by assessor's record as N740.53' S2632.84' E1192.89' EXC SLY PTN 13.12 AC CMID 13.12 AC SEC 14-11-10, G&SRB&M, Pima County, Arizona. It is known as APN (assessor's parcel number) 208-12-002E. A complete legal description from title report is contained in the appendix.

MARKET VALUE DEFINED *

Market Value means, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;

(2) Both parties are well informed or well advised and acting in what they consider their own best interests;

(3) A reasonable time is allowed for exposure in the open market

(4) Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and

(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

Source: Rules and Regulations, Federal Register, Vol. 55, No. 165, Page 34696, as of Friday, August 24, 1990; CFR Federal Regulation 12 CFR, Part 1608, Uniform Appraisal Instructions to the Appraisers by the RTC, effective September 21, 1990, Title XI FIRREA (1989)

EXPOSURE PERIOD

Exposure time, always presumed to precede the effective date of the appraisal, is defined as follows: "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market".

Exposure time estimated from review of comparable sales and from discussions with active market participants is estimated for the sale of the fee simple interest, to be approximately 3 to 12 months.

EFFECTIVE DATE OF APPRAISAL, REPORT DATE

The effective date of the appraisal is May 23, 2025, the date of site visit. The transmittal date of the report is June 2, 2025.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS (SCOPE)

- I performed an appraisal process in conformance with the Uniform Standards of Professional Appraisal Practice.
- Determined the nature of the appraisal assignment by identifying the client, intended user, intended use, type of opinion, effective date of the opinion, property interest appraised, and subject property assignment conditions, the extraordinary or hypothetical assumptions, if any.
- Afforded the property owner opportunity to accompany the appraiser on inspection
- Performed an inspection of the property including the market area, the subject site, improvements (if any) and its relevant characteristics
- Reviewed site plat, zoning, flood zone and other maps and exhibits indicating physical characteristics of the parcel. Reviewed zoning ordinance and market specific plans applicable to the subject property.
- Discussed Pima County use restrictions due to environmental classifications with a Pima County representatives.
- Included items required by USPAP in the Addendum of this report.
- Reviewed title report including schedule B exceptions relating to easements and other restrictions,
- Performed a Highest and Best Use Analysis to identify the use that would result in highest market value.
- Researched comparable sales from available data sources including Costar, MLS, Realquest and appraiser's files.
- Inspected, by drive by, all comparable sales used.
- Attempted confirmation of each comparable sale with a party familiar with the property/transaction (when confirmation was not available, public records/information was relied upon).
- Applied appraisal techniques and methodology according to the appraisal body of knowledge and the expectations and actions of my appraisal peers to arrive at an indication of market value of the subject property
- Prepared an appraisal report describing my appraisal process, in conformance with the Uniform Standards of Professional Appraisal Practice.
- *Any other components of scope including the 7 parameters, client, intended users, intended use, type of opinion, effective date, relevant subject characteristics and assignment conditions are considered to be included in/as scope.*

OWNER CONTACT FOR INSPECTION

I contacted ownership representative, Jeffrey Teplitsky, Director Pima County Real Property Services, who forwarded the invitation to others in the department; they declined accompanying me on the site visit.

PROPERTY OWNERSHIP SALES HISTORY

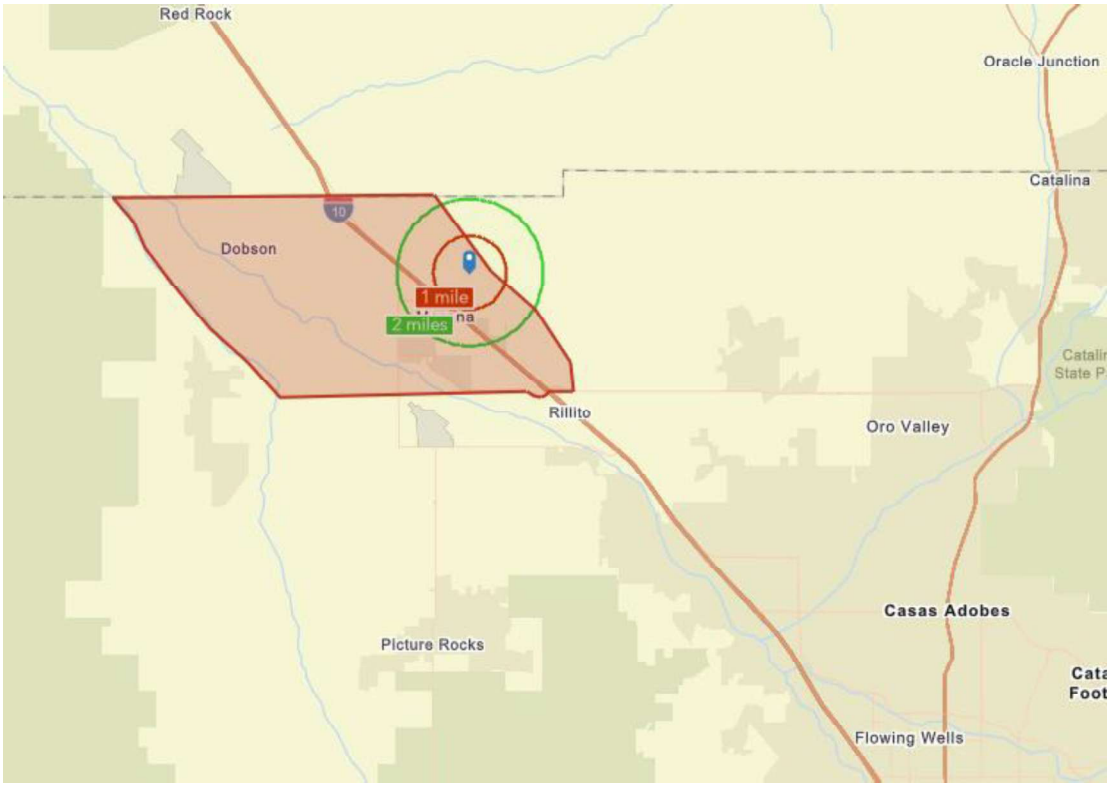
Ownership of the property is indicated to be Pima County. Assessor's record no market transfers of the property within the prior 5 years; I am not aware of any marketing of the property for sale over the past year. The property is currently leased for agricultural use at the rate of $1,200/year; it is nearing the end of the 5 year term.

MARKET AREA ANALYSIS

A property is an integral part of its surroundings. The character and features of the surrounding area directly affect the use of a property which is a primary factor in the property's value. In order to estimate the value of a property, an analysis of the surrounding area must be made. This surrounding area is referred to as a market area.

The subject property is located in the northwest Tucson Metro area, within the Town of Marana. The boundaries of the area which exert the most influence over the subject can be described as the area from Tangerine Road on the south to Pinal County line on the north, from east of the CAP Canal on the Brawley Wash on the west.

These boundaries are considered appropriate due to physical divisions, predominate land uses, and social characteristics. The area defined above is referred to herein as the subject neighborhood/market area. (The neighborhood and 1 and 2 mile radius around the subject site are depicted in the following):



The northwest, essentially including Town of Oro Valley west to Town of Marana, has seen tremendous growth prior to the “great” (2008 to mid-2009) recession and was one of the first areas to recover, with significant growth for virtually all markets, typically high percentage of residential building permits, lower vacancy rates, higher rental rates and values, etc.

Current and anticipated, larger residential development in the neighborhood include: Villages of Tortalita, Stonegate, and Mandarina. Gladden Farms II Specific Plan, located west of I-10, north of Tangerine, is 634-636 acres, including commercial and residential (not to exceed 1,975 single family and 650 multi-family, 2,539 combined), open space areas, is now largely completed (residential development).

Tortalita Villages (NW of subject section 15); currently has the following in the approval process or under development: 15 blocks, 34-36, 38, 40-50 on 596.73acres; Block 42 74 lots, block 43 117 lots, block 44 158 lots, block 45 118 lots, block 46 118 lots; block 47 159 lots; the total development is indicated to be 6,500 units planned; phases I and II are a total of 1,466 units on 343.7ac.

Stonegate located east of I-10, north of Moore Road, has or has had the following tracts in the approval process or under development: Block 1-7, 7 blocks on 137.88ac, blocks 8-17, 10 blocks on 214.46ac (block 8 96 lots, block 9 214 lots on 54.2ac, block 10 80 lots); blocks 18-23, 6 blocks on 112.3ac (block 22 94 lots on 19.39ac); blocks 24-32 9 blocks 225.64ac; parcel 7 139 lots on 26.38ac; parcel 11 76 lots on 23.5 ac; parcel 18 65 lots on 13.77ac; parcel 19 112 lots on 21.45ac; parcel 20 50 lots on 10.99ac, parcel 24 54 lots on 11.36ac.

Mandarina, located east of I-10, north of Tangerine), to total +/- 2500 homes, currently has the following in the approval process or under development (in addition to commercial blocks); block 1A 566 lots on 107.534ac; 1B1 75 lots on 9.4451 ac; 1BD 114 lots on 12.765ac; Blocks 1-7 194.39ac, 1B1 Parcel C 85 lots on 11.06ac; 1B1 Parcel A 150 lots on 18.97ac.

Additionally, over the past several years a number of former farm acreages, north of Tangerine and west of I-10 have been purchased by home developers and are in the approval process or under construction for residential development.

The Southern Arizona Logistics Center at the Crossroads site is composed of five speculative buildings, available for logistics, distribution, and manufacturing uses. The site is adjacent to the interchange between Interstate 10 and Tangerine Road, which connect it well with the community, region, and nation. The site's five buildings have areas of 507,600, 431,460, 37,500, 583,200, and 213,840 square feet, respectively. Buildings 1, 2, and 4 of the development (the largest) will have a clear ceiling height of 36 feet, with each having over 100 trailer spaces and over 90 dock doors.

Air Commerce Park at Marana Regional Airport is poised for development of a total of 84 acres (51.36 contiguous, Heavy Industrial zoned; a 33 acre site designated for “aeronautic use”.

Recent and future road projects in the area include Tangerine road widening from I-10 to La Canada from 2 to 4 lanes.

Demographic characteristics of the subject area (2mile radius) and NW Marana market area are compared to Tucson Metro Area (Pima County) following; as indicated: the surrounding market area and surrounding radius areas are projected to grow at significantly greater rate than the surrounding metro area (Pima County) indicating the area to be less developed with anticipated growth; per capita income in the surrounding 2 mile radius is significantly below average, the surrounding market area similar to the metro area; median household income brackets the metro area, the surrounding 2 mi radius well below and the surrounding market area well above average. Median home values in surrounding areas brackets the metro area average. There is significantly higher than average housing by mobile homes in the surrounding 2 mi radius with very low population density.

Variable	Recharge Site	NW Marana	Pima County
2024 Total Population	290	15,299	1,070,655
2024-2029 Growth Rate: Population	0.55%	0.47%	0.25%
2024 Total Households	105	5,065	445,856
2024 Per Capita Income	$27,935	$39,056	$40,736
2024 Median Household Income	$44,937	$94,565	$69,802
2024 Pop Age 25+: Grad/Professional Degree	9	1,205	119,437
2024 Owner Occupied HUs	89	4,505	303,854
Percent Owner Occupied	74.2%	81.5%	62.5%
2024 Vacant Housing Units	15	461	40,320
Percent Vacant	12.5%	8.3%	8.3%
2024 Total Housing Units	120	5,526	486,176
2024 Median Home Value	$270,833	$353,145	$336,126
2024 Average Home Value	$315,385	$364,020	$379,445
2022 Housing: Mobile Homes (ACS 5-Yr)	83	695	46,625
Percent Mobile Home	69.2%	12.6%	9.6%
2022 Median Contract Rent (ACS 5-Yr)	$233	$1,112	$902
2024 Population Density	23.1	318.4	116.5

The market area is served police and fire protection by Town of Marana (within town boundaries) or Pima County Sheriff and by fire generally by Avra Valley or Northwest fire districts, with utilities provided including electricity by Tucson Electric Power or Trico electric, water by the City of Tucson, Marana or private wells, sewer by Pima County Wastewater (some locations), gas by Southwest Gas and telephone by CenturyLink. Public Transportation (Sun Tran) is available along I-10 to Cochie Canyon/Trico-Marana roads, Sandario Road from Grier to Trico-Marana, Grier from Sandario to and around Lon Adams and the Marana Municipal Complex/

Conclusion: The northwest has seen tremendous growth over the past several decades virtually all markets, typically high percentage of residential building permits, lower vacancy rates, higher rental rates and values, etc. Demographic characteristics of the subject area indicate projected growth at significantly greater rates than the surrounding metro area (Pima County) indicating the area to be less developed with anticipated growth; a number of active and anticipated developments have been summarized indicating growth well into the next decade, however, most of this development is in eastern portions of the identified market area. per capita income in the surrounding 2 mile radius is significantly below average, the surrounding market area similar to the metro area; median household income brackets the metro area, the surrounding 2 mi radius well below and the surrounding market area well above average. Median home values in surrounding areas brackets the metro area average. There is significantly higher than average housing by mobile homes in the surrounding 2 mi radius with very low population density and will remain so until sufficient demand to make bringing of utilities and/or mitigation of environmental characteristics feasible.

SITE DESCRIPTION

Location:	The subject is located north and west of the Stingray Dr terminus, west of Lucett Rd., between Marana Rd and Hardin Rd.
Present Use:	Agricultural field.
Site Size:	Indicated by Town of Marana to be approximately 13.34 acres.
Access:	Via Interstate 10 to Marana Road, west to Luckett, north to Stingray Dr., or dirt road west from Luckett Rd.
Visibility:	Poor, no through street access.
Views:	Average for the area.
Shape:	Rectangular
Topography:	The site is indicated to be level at around 1918'.
Flood Hazard:	FEMA FIRM 04019C1010L, and LOMR 2109-1382P (effective 8/18/23),indicates the site is AE; there are no base flood elevations, cross-section elevation is 1918' crossing through the site so that is reported to be the average water surface elevation; the average flood depth is between 1' and 2' deep.
Environmental:	The site is indicated to be designated Flood Control Resource Area; Pima Prospers Section 4.9 Goal 1 says that development should avoid Flood Control Resource Area where practicable; development in this area would not be permissible if the site were rezoned.
Easements:	The subject legal description indicates access easements serving the site (see legal in appendix); it appears that parcel 2 describes an easement along the south boundary of the parcel to the north of the subject (currently known as 208-12-001R); it appears that parcel 3 describes an easement west of parcels north of the subject (currently parcels 208-12-001E and 1R western boundaries, coming south from the northern boundary of Section 14. It is assumed that the subject has legal access from these and/or other easements described in schedule B, part II. Schedule B Part II (exceptions) indicates a great number of recorded documents indicated to be associated with the subject parcel. Many of the documents are quite dated and are difficult to read. Readers are strongly encouraged to review the documents for themselves. It appears (item 21) that the site is restricted to a private well for domestic purposes, pumping no more than 50 gallons per minute. It appears from item 29, exhibit C, that there is a 20' ingress-egress easement along the site western boundary. A survey (item 32) indicates a concrete irrigation ditch and dirt road along the subject eastern boundary; it is reported that the former irrigation ditch is the property owner's to do with as he wishes; the dirt road does not appear to be referenced in any of the title report documents.
Hazardous Materials/ Contamination:	No environmental assessment was available. The property is/has formerly been farmland; it is assumption that the subject is free of hazardous material contamination from this or other prior uses.
Utilities:	Utilities. Electricity (Trico); no public water or sewer. It is located within the Cortaro Marana Irrigation District (CMID) which offers water for irrigation.

Zoning: The site is RH, Rural Homestead, is intended to preserve the character and encourage the orderly growth of rural areas in the county. It is intended to encourage rural development in areas lacking facilities for urban development and to provide for commercial and industrial development only where appropriate and necessary to serve the needs of the rural area; general development standards are 144,000sf minimum site area, minimum setbacks front-50', side-20', rear 50', height 34', 2 stories.

Pima Prospers: The Pima Prospers Comprehensive Plan designates the site as LIR 0.3 (RAC) (Low Intensity Rural; the RH zone would be appropriate).

Surrounding Land Uses: Largely farmland; AG zoned farmland to the north, Rural Development R-180 to the south, R-144 to the east, improved (farm with residence) Pima County zoned RH to the west.

Site Analysis Conclusion: The site is located in a small Pima County island, surrounded by Town of Marana. It is zoned RH, a low density, primarily residential, zone. It is significantly restricted by being flood-zone AE and Flood Control Resource Area. Utilities, with the exception of electricity, are not available. It is located within the Cortaro Marana Irrigation District which offers water for irrigation.

Real Estate Tax Analysis

The following information is available from the county treasurer's office; there are no property taxes due to municipal ownership.

Tax Parcel	208-12-002E
FCV Land	$117,000
FCV Impvt.	$0
FCV Total	$117,000
2024 Tax	$0.00

The CMID is typically an additional rate on a property tax bill; the subject, being municipal ownership, pays no taxes. The tenant and others utilizing irrigation water from CMID pay in advance annually and may pay additionally through the year if exceeding the payment allotment for water.

HIGHEST AND BEST USE

Highest and best use is defined by the Appraisal Institute in The Dictionary of Real Estate Appraisal, 6th Edition, as:

> The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use. The four criteria for the estimate of highest and best use that result in the highest land value are that the use be, legally permissible, physically possible, financially feasible, and maximally productive.

HIGHEST AND BEST USE, AS IF VACANT:

Legally Permissible The site is zoned RH, Rural Homestead, which is intended to preserve the character and encourage the orderly growth of rural areas in the county. It is intended to encourage rural development in areas lacking facilities for urban development and to provide for commercial and industrial development only where appropriate and necessary to serve the needs of the rural area; general development standards are 144,000sf minimum site area, minimum setbacks front-50', side-20', rear 50', height 34', 2 stories.

The Pima Prospers Comprehensive Plan designates the site as LIR 0.3 (RAC) (Low Intensity Rural; the RH zone is consistent with this designation).

Physically Possible: The subject parcel is indicated to be approximately 13.34ac, rectangular in shape and quite flat in topography. FEMA FIRM 04019C1010L, and LOMR 2109-1382P (effective 8/18/23), indicates the site is AE; there are no base flood elevations, a cross-section elevation is 1918' crossing through the site so that is reported to be the average water surface elevation with the average flood depth between 1' and 2' deep.

The site is indicated to be designated Flood Control Resource Area; Pima Prospers Section 4.9 Goal 1 indicates that development should avoid Flood Control Resource Area where practicable; development in this area would not be permissible if the site were rezoned.

Financially Feasible: In addition to physical and legal characteristics, the financial feasibility of the subject site is significantly influenced by market conditions. The Arizona Economy First Quarter 2025 Forecast Update by George W. Hammond, Ph.D., EBRC Director and Research Professor; March 2025.

> Still going strong, the Arizona economy added large numbers of new jobs and residents last year. Nominal taxable retail plus remote sales expanded slowly, while personal income growth decelerated. Single-family permits increased significantly but housing affordability remained low. The labor market remains very tight, with low unemployment, while employment cost growth slowed as job churn lost momentum.
>
> The outlook calls for Arizona, Phoenix, and Tucson to weather significantly increased macroeconomic policy uncertainty in the near term. However, growth is projected to slow as demographic pressures, elevated interest rates, and slowing national growth come to bear. The pessimistic scenario assumes slower growth than under the baseline, but no outright U.S. recession. That is driven by tighter financial conditions caused by tariff-induced inflationary pressures and more restrictions on immigration (additional deportations). The optimistic scenario assumes gains faster than expected under the baseline.

Arizona Recent Developments

Arizona's population increased by 96,600 residents from July 1, 2023 to July 1, 2024, according to the latest estimates from the Arizona Office of Economic Opportunity (OEO). That translated into an increase of 1.3% and put the state's population at 7.6 million (**Exhibit 1**). National population growth was 1.0% last year.

Arizona's population growth can be disaggregated into two major components: natural increase and net migration. Natural increase is the annual difference between births and deaths. Thus, with 78,100 births during the twelve months from July 1, 2023 to July 1, 2024 and 69,300 deaths, the state posted a small natural increase of 8,900.

Net migration is the difference between those that moved into Arizona minus those that moved out. In the EBRC methodology, net migration is estimated as the residual left over after we subtract natural increase from population change. In 2024, we estimate net migration at 87,400.

Exhibit 1: Population Estimates and Components of Change for Arizona, July 1, 2023 to July 1, 2024, Thousands

	Arizona	Phoenix MSA	Tucson MSA	Prescott MSA
Population, July 1, 2023	7,525.1	5,132.5	1,080.3	248.9
plus:				
Natural Increase	8.9	14.3	-1.7	-1.8
equals:				
Births	78.1	55.8	9.7	1.8
minus:				
Deaths	69.3	41.6	11.4	3.6
plus:				
Net Migration*	87.4	63.3	8.0	4.6
equals:				
Population, July 1, 2024	7,621.7	5,210.2	1,086.6	251.8

Total may not sum due to rounding. *Net migration is calculated by subtracting natural increase from total population change. Population estimates from Arizona Office of Economic Opportunity.

Similarly, natural increase was modestly positive for the Phoenix MSA (Maricopa and Pinal counties) last year. Combined with estimated net migration at 63,300, the metropolitan area generated a population increase of 77,700 (1.5%) in 2024.

In contrast, natural increase was negative for both the Tucson MSA and the Prescott MSA in 2024, with more deaths than births. Even so, positive net migration was sufficient to generate net population gains, with Tucson adding 6,300 (0.6%) and Prescott adding 2,900 (1.2%).

Through the first three quarters of 2024, Arizona personal income growth is on pace to decelerate significantly from 7.0% growth in 2023. Year-to-date through the third quarter of 2024, Arizona personal income was up 5.4% over the year, near the national pace of 5.5%. Net earnings were up 6.2%; dividends, interest, and rent were up 5.9%, and transfer receipts were up 2.7%.

Arizona's year-to-date nominal income growth in 2024 outpaced Phoenix MSA inflation, with real income up 2.9% over the year. U.S. real personal income was up 2.5%.

Arizona's labor market remained tight in 2024, with the preliminary unemployment rate averaging 3.6% for the year. That was an all-time low, going back to 1976. A tight labor market is not unambiguously good or bad. From the employer side, tight labor markets can present challenges in hiring and retaining workers. From the employee side, tight labor markets can present opportunities for higher pay and new job opportunities.

On average in 2024, Arizona jobs were up 66,800 (2.1%) from 2023, outpacing the U.S. at 1.3%. Keep in mind that employment data for the state and local economies for the last few months of 2023 and all of 2024 are preliminary and will be revised in early March 2025. The national data for 2023 and 2024 have been revised, with job annual job growth at 1.3% (compared to 1.6% in the preliminary data).

As **Exhibit 2** shows, private education and health services generated the most jobs from 2023 to 2024, followed by trade, transportation, and utilities; government; and professional and business services. Jobs were down in information, manufacturing, and leisure and hospitality.

Exhibit 2: Arizona Net Job Change (Thous.) and 2023 Annual Wages per Worker

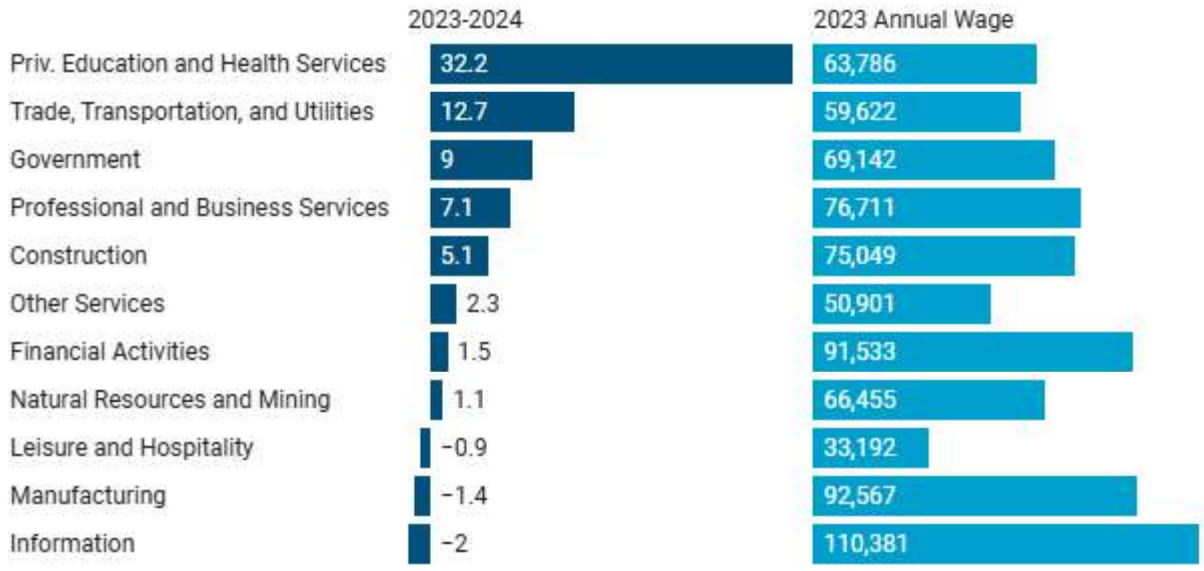


Exhibit 2: Arizona Net Job Change (Preliminary, Thousands) and 2023 Annual Wages per Worker

Chart: Economic and Business Research Center, Eller College of Management, The University of Arizona • Source: U.S. BLS • Get the data • Created with Datawrapper

According to preliminary estimates, Phoenix MSA jobs were up 49,900 in 2024, for 2.1% growth. That matched the state. Phoenix accounted for 74.7% of state gains last year. The pattern of job gains across industries was similar to the state.

Tucson MSA jobs were up 3,600 over the year in 2024, which translated into 0.9% growth (preliminary data). Tucson job gains were driven primarily by private education and health services, with smaller contributions from manufacturing; financial activities; construction; trade, transportation, and utilities; other services; and natural resources and mining. Jobs were down in professional and business services; leisure and hospitality; government; and information.

Prescott MSA jobs were up 1,000 over the year in 2024, for 1.4% growth in the preliminary estimates. Job gains were driven by government, with smaller contributions from trade, transportation, and utilities; private education and health services; other services; financial activities; mining and construction; and manufacturing. Jobs were down in leisure and hospitality and professional and business services. Jobs were stable in information.

Housing affordability remained low in the fourth quarter of 2024, according to the latest data from the National Association of Homebuilders-Wells Fargo data. Those data estimated that a mortgage for a median-priced home in Tucson would account for 37.0% of a median family's income. Anything more

than 30.0% is considered a housing cost burden. Phoenix posted 39.0%, which was slightly above the national average for new and existing homes. In contrast, housing cost burdens were much higher for major metropolitan areas in California, with San Francisco and San Diego at 69.0%, and San Jose at 87.0%.

Arizona housing permits fell 0.5% in 2024, according to the preliminary data from the U.S. Census Bureau (seasonally adjusted by EBRC). That put permits at just over 58,000 for the year. Single-family permits were up strongly (21.1%) while multi-family permits fell 31.6%.

The pattern was similar for the Phoenix MSA, with total permits down 2.5% over the year. Single-family permits were up 20.7% and multi-family permits were down 29.9%.

In contrast, total permits were up slightly in the Tucson MSA (0.6%). Again single family permits were up (12.3%) while multi-family permits were down 27.0%.

The U.S. Census Bureau will release revised annual totals for states and counties in May 2025. At that time EBRC will adjust our monthly and quarterly data to match the revised annual estimates.

Arizona retail plus remote taxable sales growth rebounded in the fourth quarter of 2024, rising 5.6% over the year before adjustment for inflation. That was a significant improvement over the 3.1% decline in the third quarter. Sales also were relatively strong in the last quarter of the year in Phoenix (5.3%), Tucson (6.9%), and Prescott (5.8%).

For 2024 as a whole, retail plus remote sales were up 1.4% statewide, 1.1% in Phoenix, 1.4% in Tucson, and 2.5% in Prescott.

Restaurant and bar sales also recovered modestly in the fourth quarter, with state sales up 2.3% over the year. Phoenix sales were also up 2.3%. Tucson sales rose 2.0% and sales in Prescott increased 0.8%.

For 2024 as a whole, restaurant and bar sales rose 2.0% in Arizona. Sales increased 2.2% in Phoenix, 1.4% in Tucson, and 0.7% in Prescott.

Arizona Outlook

The Arizona outlook calls for the state economy to gradually slow in coming years, reflecting demographic pressures, slowing national growth, and substantially increased national macroecnomic policy uncertainty.

Job growth in 2024 is expected to be slightly slower than in 2023, at 2.5%. The pace of growth decelerates to 2.3% in 2025 and 2.1% in 2026 (**Exhibit 3**). Arizona's growth is expected to substantially outpace the nation.

Growth in 2024 is forecast to be above job growth rates in the preliminary nonfarm payroll data, because the U.S. Bureau of Labor Statistics preliminary benchmark suggested that they will revise the Arizona data up in March. In order to accommodate this, the 2024 nonfarm payroll data in the Arizona projections are forecast estimates, not published historical data.

Slowing job gains generate modest increases in the unemployment rate, which is projected to rise from 3.6% in 2024 to 4.0% in 2025 and then to 4.4% in 2026.

Personal income growth is expected to outpace inflation in coming years. Growth decelerates in 2024, to 5.3%, reflecting slower wage and asset income gains. The pace rebounds to 5.8% in 2025 and 6.2% in 2026.

Likewise, retail plus remote sales growth decelerates significantly in 2024, before gradually rebounding in 2025 and 2026.

Population growth hit 1.3% in 2024, down from 1.6% in 2023. The forecast calls for net migration to drive gains up modestly in 2025 to 1.4%.

Housing permits were down modestly last year and the forecast calls for them to fall as population gains gradually lose steam.

Exhibit 3: Arizona Outlook Summary

	Actual	Forecast		
	2023	2024	2025	2026
Growth Rate				
Nonfarm Jobs	2.6	2.5	2.3	2.1
Personal Income	7.0	5.3	5.8	6.2
Retail Plus Remote Sales	3.4	1.1	3.5	4.3
Population	1.6	1.3	1.4	1.3
Level				
Unempl. Rate	3.9	3.6	4.0	4.4
Housing Permits	58,433	58,117	56,828	53,218

Population, the unemployment rate, and housing permits are history in 2024.

The Phoenix MSA is forecast to continue driving Arizona growth. For instance, job growth hits 2.7% in 2024, 2.2% in 2025, and 2.0% in 2026. That is expected to far outpace U.S. gains. Likewise, Phoenix adds residents at a rapid pace (compared to the nation), in 2025 and 2026, with growth rates of 1.6% and 1.5%, respectively.

The Tucson MSA continues to expand during the forecast, but at a slower pace than Phoenix or the state. Job growth is forecast to be in the 1.0% per year range in the near term, which is faster than the nation, but slower than expected state gains. Tucson's population continues to expand, solely due to positive net migration, with expected increases of 0.8% in 2025 and 0.7% in 2026.

Arizona Economic Forecast Data (Statewide)

Arizona Forecast*	2023	2024	2025	2026	2027
Personal Income ($ mil)	464,774.8	489,588.8	517,815.9	550,052.4	581,375.4
% Chg from Year Ago	7.0%	5.3%	5.8%	6.2%	5.7%
Retail Sales ($mil)	172,000.0	173,000.0	178,000.0	185,000.0	193,206.0
% Chg from Year Ago	3.0%	0.6%	2.9%	3.9%	4.4%
Total Nonfarm Employment (000s)	3,194.4	3,272.9	3,348.1	3,417.6	3,474.5
% Chg from Year Ago	2.6%	2.5%	2.3%	2.1%	1.7%
Population (000s), July 1st estimates	7,525.1	7,621.7	7,725.3	7,829.5	7,931.9
% Chg from Year Ago	1.6%	1.3%	1.4%	1.3%	1.3%
Residential Building Permits (units)	58,433.0	58,117.3	56,827.5	53,218.3	48,090.5
% Chg from Year Ago	-5.0%	-0.5%	-2.2%	-6.4%	-9.6%

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Tucson MSA Forecast (Pima County)

Tucson MSA Forecast*	2023	2024	2025	2026	2027
Personal Income ($ mil)	61,910.2	65,148.9	69,073.8	73,095.0	77,210.4
% Chg from Year Ago	6.9%	5.2%	6.0%	5.8%	5.6%
Retail Sales ($ mil)	22,050.4	22,202.4	22,774.0	23,548.3	24,415.7
% Chg from Year Ago	3.4%	0.7%	2.6%	3.4%	3.7%
Total Nonfarm Employment (000s)	401.3	404.9	409.1	413.4	417.5
% Chg from Year Ago	1.6%	0.9%	1.0%	1.0%	1.0%
Population (000s), July 1st estimates	1,080.3	1,086.6	1,094.9	1,102.4	1,109.7
% Chg from Year Ago	0.7%	0.6%	0.8%	0.7%	0.7%
Residential Permits (units)	5,255.0	5,271.9	5,389.9	4,889.2	4,444.6
% Chg from Year Ago	-8.0%	0.3%	2.2%	-9.3%	-9.1%

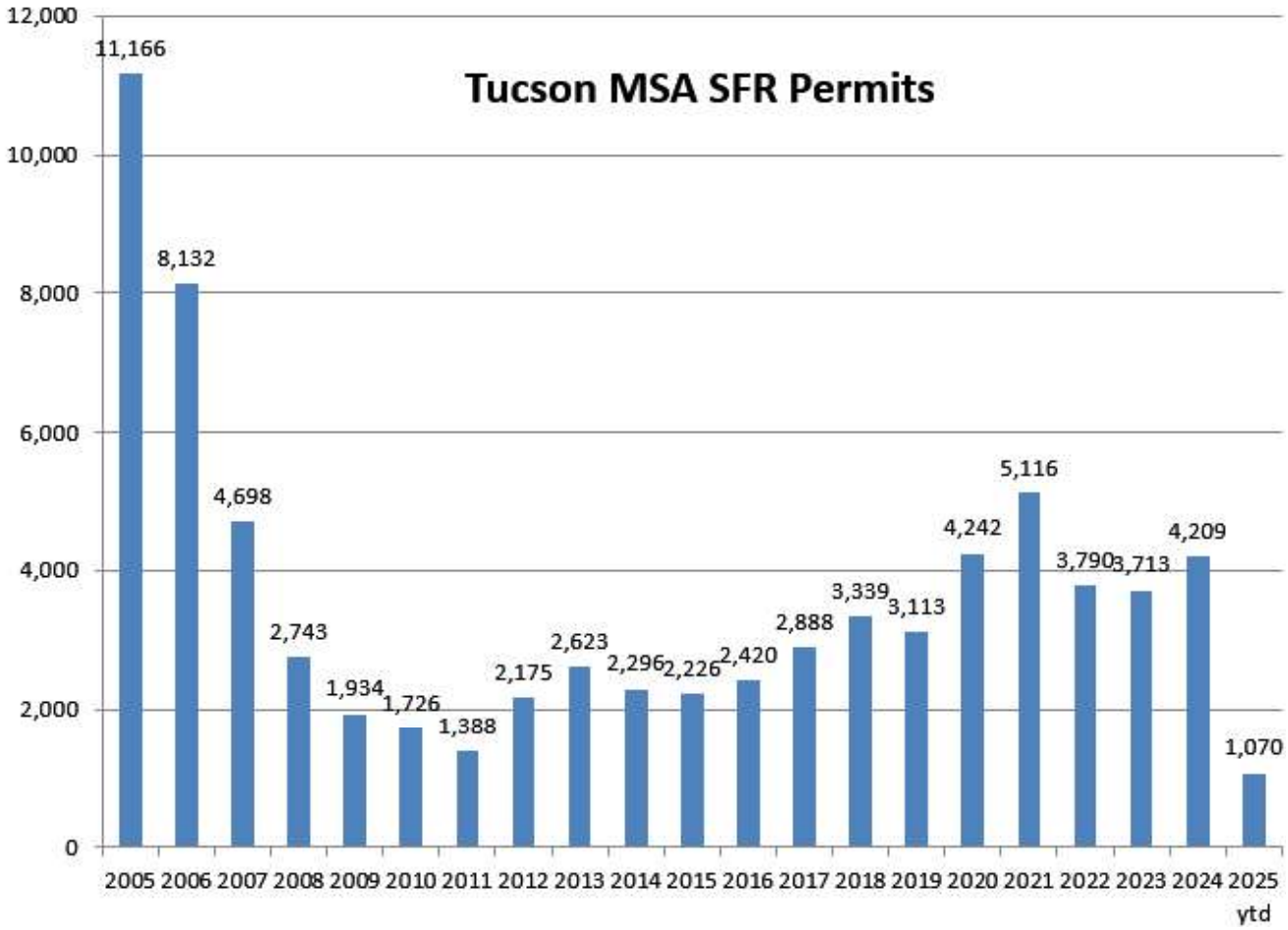
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While each real estate market and market area are affected differently, the decline leading into the great recession, particularly in the Tucson Metro area, was precipitated by the residential market and this market was initially the first to signal recovery, it is also the first market to demonstrate strength in spite of the Covid-19 pandemic; it is thus summarized.

Residential: US Census reported single family residential permits in the Tucson Metro area (Pima

County) as follows:



As indicated, residential permits dropped precipitously from a high in 2005 through 2011; 2012 and 2013 indicated the beginning of a turn around, there was a string of increases, though prior to 2021, levels were still well below a 5,000 permit long term sustainable level benchmark. In 2006 through 2011 home values decreased drastically from but again have turned around with relatively strong recent increases in appreciation; 2021 SFR permits significantly surpassed prior years and has moderated since, still below what has been considered as a reasonable annual average of around 5,000 units. 2025 ytd, through March, single family permits are roughly 10% below that of the same period one year previous. (Source: census.gov).

Recently there has been significant market instability and uncertainty, due largely to changing tariffs imposed on many nations. In May the Fed held its Federal Funds Rate at the target range of 4.25% and 4.5%, in spite of decreasing inflation, saying that uncertainty about the economy has increased and that it "judges that the risks of higher unemployment and higher inflation have risen".

Maximum Profitability: In conclusion, the highest and best use "as if vacant" is considered to be the current interim agricultural use, low density development of a single residence, or perhaps a combination of low density residence along with the current agricultural use. It is reported that the current agricultural tenant operates operation of the subject along with other nearby parcels, offering certain economies in scale of operation.

VALUATION METHODOLOGY

In the appraisal of real estate, three methods of estimating value are often employed, depending on the characteristics of the property; they include the Cost Approach, Sales Comparison Approach and the Income Approach.

The cost approach is a set of procedures through which a value of the fee simple interest is derived by estimating a reproduction or replacement cost of improvements, deducting accrued depreciation from all sources, and adding the value of the site as if vacant. This approach is particularly useful in the analysis of a property that is new or nearly new, which is not significantly affected by any forms of depreciation, and properties that are not frequently exchanged in the market.

The cost approach includes a site value typically based on sales comparison and site improvements based on a national cost source or local construction cost bids. The subject is an undeveloped site, the cost approach is not considered to be applicable to the subject analysis.

The Sales Comparison Approach is a set of procedures through which value is estimated by comparison of the subject property to the sales of similar properties that have recently sold, making adjustments to the sales for differences between the subject and the comparable property's based on units of comparison. The sales comparison approach is applied and considered to be appropriate as the sales provide meaningful analysis of property similar to the subject in the current market.

The income approach is a set of procedures through which value is estimated based on the future benefits of property ownership (income earning potential) of the property appraised. Rental income is estimated based on analysis of similar market properties and/or the subject income stream from existing leases. Incomes are reduced by expenses to the owner and net income is capitalized by either direct capitalization, yield capitalization, or both. Properties of this type appear to be typically purchased for owner use/development rather than for income earning potential, this is evident by the current subject lease rate, thus the income approach is not considered to be necessary for credible assignment results and is not employed.

SALES COMPARISON APPROACH

The sales comparison approach considers the recent sales of properties with similar use and improvements to the subject. This technique is an application of the principle of substitution which affirms that, when a property can be replaced with an alternative property of similar utility without undue delay, its value tends to be set by the cost to acquire such an equally desirable substitute property.

The sales comparison approach is the process of analyzing sales data of properties considered comparable to the subject being appraised. The reliability of the sales comparison approach is dependent upon (a) the availability of comparable sales data, (b) verification of the sales data and derivation of various indicators of value, (c) the absence of non-typical conditions affecting the sales price of the comparable sales, and (d) the degree of comparability of the sales to the subject and the extent of adjustments required to make the sales equal to the subject.

Under the sales comparison analysis there are ten basic elements of comparison that will be considered in sales comparison analysis; they include:

1. Real property rights conveyed
2. Financial terms
3. Conditions of sale
4. Expenditures made immediately after purchase
5. Market conditions
6. Location
7. Physical characteristics
8. Economic characteristics
9. Use
10. Non-realty components of value

Adjustments for items 1-5 above are made first if necessary, indicating an “adjusted sale price”. The comparables prices are each then adjusted for differences in location, physical characteristics (including use or zoning), economic characteristics and any non-realty components of value.

After adjusting the comparable sales prices to compare equally to the subject, the sales are reduced to common units of comparison for further analysis. The units of comparison selected depend on the type of property being appraised. The comparables have been analyzed on a price per acre basis which is a common unit of comparison for properties such as the subject. The comparable properties are then adjusted for locational, physical and economic differences as indicated.

A search of the southern Arizona area market revealed the following sales, considered to be most applicable to this appraisal valuation.

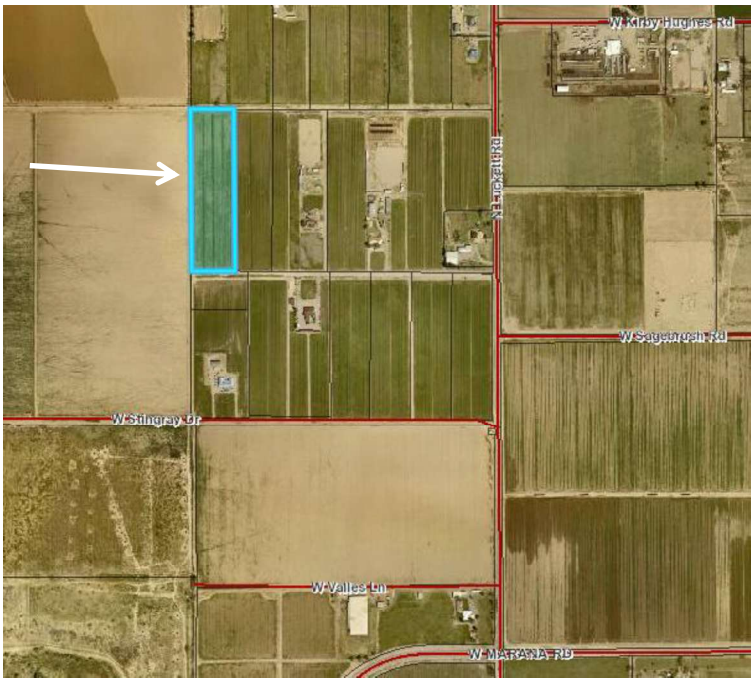
COMPARABLE LAND SALE ONE

Location:	w/o 14311 W Wentz Rd, Marana, Arizona, 85653
Legal Description:	N769.99' S819.99' W567.57' SE4 SE4 10 AC CMID 10 AC SEC 18-11-11 G&SRB&M, Pima County, Arizona
Tax Code Number:	217-21-016T
Recorded:	12/06/2023 2023 3400473 Pima County.
Seller:	Kurcz Revocable Trust
Buyer:	Michael & Felisa Hancock 520.975-8296
Sale Price:	$325,000; $390,000 asking price, 59 CDOM
Terms:	Cash
Site Size:	10.01 acres
Sale Price/Unit	$32,468/ac
Zoning:	R144 Town of Marana
Comments:	The property is on the north side of Wentz Rd, a City maintained gravel road. It was farmland with irrigation via Cortaro Marana Irrigation District CMID); no other utilities available with the exception of electricity. The site had a small pond and Mesquite Bosque along the southern and western boundaries. Purchaser confirmed the sale, said the price was actually higher than that reported, undisclosed, but would not give details. He's currently taking out trees and re-grading to use as pastureland; he presumes ultimately the land will likely be developed with residences.
Confirmation:	MLS 2232063, Megan Linderman, listing agent, 520.918-2400, Mike Hancock-purchaser, pdh 2025348



COMPARABLE SITE TWO

Location:	Luckett Rd, Marana, 85653
Legal Description:	N1353.64' S2621.61' W326.98' E2538.09' SE4 9.98 AC CMID 9.98 AC SEC 13-11-10, Pima County, Arizona
Tax Code Number:	208-09-12
Records:	07/07/2021 2021 1880378
Seller:	Pacheco Farm Management
Buyer:	Marana Land LLC
Sale Price:	$295,000; $300,000 Asking Price, 98 DOM
Terms:	Cash.
Site Size:	9.98ac.
Price Per Unit:	$29,559/acf
Zoning:	R144, Marana.
Comments:	The site is accessible via relatively short dirt road (presumed easement). There were no improvements, no wells and no utilities. FEMA AE.
Confirmation:	MLS 22104518, Julian Esquer, listing agent, 520.309-8264, pdh 202548



COMPARABLE SITE THREE

Location:	w/o 13645 W Sagebrush Rd, Marana, AZ 8563
Legal Description:	N548.25' W190' E2142.31' N2 N2 2.39 AC CMID 2.39 AC SEC 19-11-11, Pima County, AZ
Tax Code Number:	217-23-008p (now 217-23-03700)
Records:	02/21/2022 2022 0800607
Seller:	Richard J Kelly Jr and Shari S Kelly
Buyer:	Troy Yahraes, Jodi Yarhraes
Sale Price:	$100,000
Terms:	Cash
Site Size:	2.39 acres.
Price Per Unit:	$41,841/ac
Zoning:	B, Marana (Medium Lot)
Comments:	Located on the south side of Sagebrush west of Wentz Rd. It was purchased by adjacent eastern property owner (potential purchaser motivation noted) who was operating as Santa Marana Christmas Trees, now closed. Former farmland, the site is FEMA x-shaded. The seller, Mr Yahraes was contacted by phone and though did not dispute any of the terms and conditions of the site and sale, he would not "confirm", stating that it was all of public record. The site is currently offered for sale, MLS 22508890, at $225,000, 59 DOM (as of 5/23/25)
Confirmation:	Affidavit, Troy Yahraes, seller 520.289-0817, pdh 2025348



SALES COMPOSITE MAP



Value Analysis

Three sales have been selected for comparison in the subject value analysis.

Adjustments are applied to provide insight into the relative significance (weight) of the characteristic being considered and difference from the various comparable sales to the subject parcel. While based on appraisal experience and interpretation from the market, they are not intended to be precise to each comparable and category.

Property Rights: The sales all were fee simple interests, no adjustment necessary.

Financing: Sales 1 and 2 were cash, not requiring adjustment; sale 3 was 20% cash and 80% seller carryback, terms not available; the potential for inflated sale price due to terms is noted.

Conditions of Sale: Sales 1 and 2 were reported to have had typical sale motivations, no adjustment is considered necessary. The potential for sale 3 (adjacent property owner) purchaser motivation is noted.

Market Conditions: The sales occurred from July 2021 through December 2023. Market conditions are considered to have been relatively static over this time period; adjustment for market conditions is not considered to be necessary.

Location: the subject and comparables are all similar in location, no adjustment is considered necessary.

Size: sales 1 and 2 are considered to be similar enough to the subject in size as to not warrant adjustment. Comparison of sale 3 to sales 1 and 2 appears to support the typical opinion that smaller parcels sell for more on a per unit basis, all else being equal; sale 3 is adjusted downward for smaller size.

Zoning: the subject and comparables are considered to be similar in zoning, not requiring adjustment.

Site Utility: the subject is considered to be inferior to each of the comparables due to being in the flood zone (AE) which would increase the cost of any habitable structure development; further, it is designated Flood Control Resource Area (Pima County) which would essentially prohibit any development if the site were rezoned; though sale 2 is also FEMA AE, it is not restricted by FCRA.

Improvements: the subject and comparables 2 and 3 have no improvements, no adjustment is necessary; sale 1 is adjusted downward for a small pond and mesquite bosque which is considered to enhance privacy and natural amenity.

Access: The subject is considered to be below average in access due to lack of public access and relatively in-direct dirt road (easement) access; each of the comparables is considered to be superior and thus adjusted downward accordingly.

Conclusion: each of the comparables receive net downward adjustment due to the subject's restrictions based on flood zone, FCRA and access. With less emphasis on sale 3 due to greater adjustment and limited confirmation, a subject site value at $25,500/ac, rounded to $340,000, is considered reasonable.

Greater detail concerning the comparable sales and their adjustment when compared to the subject site is available on the following grid:

SITE SALES COMPARISON SUMMARY				
Comparable	Subject	Comp 1	Comp 2	Comp 3
Location	Recharge Site	w/o 14311 W Wentz Rd	w/o 14577 N Luckett Rd	w/o 13645 W Sagebrush Rd
Tax ID Number	208-12-002E	217-21-016T	208-09-012	209-01-085B
Sales Data				
Date of Sale	N/A	Dec-23	Jul-21	Feb-22
Sales (Listing) Price	N/A	$325,000	$295,000	$100,000
Site Size (ac)	13.34	10.01	9.98	2.39
Price per Ac	N/A	$32,468	$29,559	$41,841
Property Rights (Interest)	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Interest adjustment	0%	0%	0%	0%
Financing	Cash	Cash	Cash	Cash, PMM
Cash Equivalent Price	N/A	$325,000	$295,000	$100,000
Conditions of Sale	Average	Average	Average	Average
Condition Adjustment	0%	0.0%	0.0%	0.0%
Market Conditions Adj.	0.0%	0.0%	0.0%	0.0%
Adjusted Price/ac	N/A	$32,468	$29,559	$41,841
Physical Characteristics				
Location	Average	Similar	Similar	Similar
Size	13.34	10.01	9.98	2.39
Zoning	RH	R144	R144	B
Site Improvements	None	Pond, Trees	None	None
Site Utility	FEMA AE, FCRA	FEMA x-shaded	FEMA AE	FEMA x-shaded
Utilities	Average	Similar	Similar	Similar
Access	Fair	Superior	Superior	Superior
Adjustments				
Location	0.0%	0.0%	0.0%	0.0%
Size	0.0%	0.0%	0.0%	-10.0%
Zoning	0.0%	0.0%	0.0%	0.0%
Improvements	0.0%	-5.0%	0.0%	0.0%
Site Utility	0.0%	-10.0%	-7.5%	-10.0%
Utilities	0.0%	0.0%	0.0%	0.0%
Access	0.0%	-10.0%	-5.0%	-10.0%
Net Physical Adustments	Same	Downward	Downward	Downward
Net Adjustment (Overall)	0.0%	-25.0%	-12.5%	-30.0%
Adjusted Comp Price/Ac	N/A	$24,351	$25,864	$29,289
Subject Value ($/Ac)	$25,500			
Subject Value Opinion	$340,000			

STATEMENT AND CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

the statements of fact contained in this report are true and correct.

the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

my engagement in this assignment was not contingent upon developing or reporting predetermined results.

my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute. (C.S.R.1-1)

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice*

I have made a physical inspection of the property appraised and the property owner designated representative, was given the opportunity to accompany me on the property inspection.

No one provided significant professional appraisal assistance to the person signing this report.

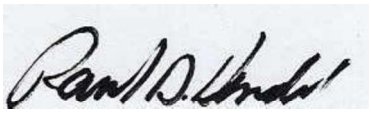
The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.(C.S.R.1-2).

As of the date of this report, I have completed the continuing education program of the Appraisal Institute (C.S.R.1-3).

I have performed no services regarding the subject property within the prior 3 years as an appraiser or in any other capacity.

If this report is in any way disassembled, reproduced, altered, or used in any other capacity than that made known to the appraiser at the time of the request and stated herein, the appraiser is not responsible for this report and it is invalid.

PAUL HENDRICKS REAL ESTATE APPRAISAL & COUNSELING



Paul D. Hendricks, MAI
Arizona Certified General Real Estate Appraiser 30197

PAUL HENDRICKS REAL ESTATE APPRAISAL & COUNSELING

APPENDIX

1. Appraisal Assumptions and Limiting Conditions
2. Subject Exhibits and Photos
3. Acquisition Exhibits
4. Consultant Qualifications

LIMITING CONDITIONS AND ASSUMPTIONS

of Standard Real Estate Appraisal

(Consisting of the 23 Items Below and Others as Mentioned)

1. Information Used, Trade Secrets

The appraiser(s) shall not be responsible for the accuracy of any information obtained from the client or any other source and used in the appraisal, subject to the due diligence provision of the Uniform Standards of Professional Appraisal Practice. The appraiser(s) shall not be liable for any information or work obtained from any subcontractor. It is strongly suggested that the client consider independent verification of all factual data as a prerequisite to any transaction involving the purchase, sale, lease, or other decision involving a significant commitment of funds affecting the subject property. The client agrees that the appraisal produced pursuant to this agreement consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552(b)(4) and furthermore agrees to obtain the appraiser(s) authorization before reproducing the appraisal in whole or in part.

2. Authentic Copies, Changes, Modifications

The authentic copies of this report were delivered to the client; copies not coming from the client may have been altered. The appraiser(s) reserve the right, at their sole discretion, and at any time, to alter statements, analysis, conclusions or any value estimate(s) in the appraisal if facts pertinent to the appraisal process and report which were unknown at the time of completion become known to the appraiser(s).

3. Use of Appraisal, Limit of Liability

This report is intended solely and exclusively for use by the client. The sole purpose of the report is to assist the client by valuation of the subject property. The client also acknowledges and agrees that some of those involved with the assignment appraisal may be independent contractors and the client hereby agrees not to hold the appraiser(s) liable for any acts of same. Notwithstanding anything herein to the contrary, the client will forever indemnify and hold appraiser(s) harmless from any claims by third parties related in any way to this appraisal.

The liability of the appraiser and affiliated business entities, its officers, directors, shareholders or employees (hereinafter collectively referred to as appraiser) is limited to the herein named client only. No liability shall extend to any third party, and the total amount of such liability shall in no event exceed the amount of the fee actually received by the appraiser(s).

Third parties shall include, but not be limited to, general and limited partners of the client if said client is a partnership, stock holders of the client if said client is a corporation, and all lenders, tenants, past owners, successors, assigns, offerees, transferees and spouses of client. The appraiser(s) shall not be held responsible for any costs incurred to investigate or correct any deficiencies of any type which may be present in the real estate and/or real property herein appraised. Acceptance and/or use of this report by the client constitutes acceptance of all limiting conditions and assumptions set forth herein.

4. Court Testimony

Testimony or attendance in court by reason of this appraisal, with reference to the property in question, shall not be required, unless arrangements have previously been made.

5. Copies, Publication, Distribution of the Report

Possession of any copy of this report shall not authorize or empower the client or any third party with any publication rights whatsoever, or with any authorization to use the appraisal other than for its intended and stated purpose noted in the agreement and/or in the report. The physical report(s) shall remain the property of the appraiser(s) at all times and appraiser(s) hereby grant the client permission to use the appraisal report(s) solely for the purposes set forth. The client agrees that the payment of the appraisal fee is in exchange for the analytical services of appraiser(s) and by the payment of said fee, the client

has not purchased the appraisal report. With the exception of public disclosure indicated below, neither all nor any part of this appraisal report shall be given, recited, published, copied, distributed, nor in any way communicated to third parties in any manner, in whole or in part, without the prior written consent of the appraiser(s).

This report has been prepared for Town of Marana and appraiser recognizes that the report will become public record after review and will be available for review by the public upon request.

6. Confidentiality

All conclusions and opinions concerning the analysis as set forth in this report were prepared by the appraiser(s) whose signature(s) appear on the appraisal report. No changes shall be made in the report by anyone other than the appraiser(s). The appraiser(s) shall not be held responsible for any unauthorized changes or such consequences as may transpire from unauthorized changes. The appraiser(s) may not divulge the material contents of the report to anyone other than the client or his designee as specified in writing, except as may be required by the professional association(s) of the which the appraiser(s) are members as may be requested in confidence for ethics enforcement, or by a court of law, or any other body with the power of subpoena. The appraisal has been prepared for Town of Marana with the knowledge that the report will ultimately become public records and may be made available for public review.

7. Measurements, Exhibits

The sketches, maps and photographs in the appraisal report are include solely for the purpose of assisting the reader in visualizing the property and are not necessarily to scale. The appraiser(s) have made no survey of the property and site plans included in the report are not to be considered as surveys unless so designated. Any sketch or map in the appraisal report shows approximate dimensions and is included for general illustrative purposes only. It is the responsibility of a qualified engineer, architect, or registered land surveyor to show the exact location of the subject improvements thereon, existing or proposed, as well as the measurements and areas of land and improvements. In the absence of a survey, the appraiser(s) may have used Tax Assessor's maps or records or other maps provided by the client which may or may not represent the exact measurements of the subject property or other comparable data relied upon in estimating the market value of the subject property. Any variation in land or building areas from those considered in the appraisal may alter the estimates of value contained in the report.

8. Legal, Title, and Market Value Premise

The appraiser(s) have no responsibility for matters of any legal nature affecting the property being appraised or the title thereto; the appraiser(s) assume title to be good and marketable, and free of clouds unless otherwise noted. No Title Policy or report has been furnished to the appraiser(s), unless so stated in the report. The property is being appraised as though it were under financially sound and responsible ownership with typical and competent management. The hypothetical sale referred to in the definition of market value assumes adequate marketing efforts and exposure time normal for the property. The appraiser(s) are not responsible for the accuracy of legal description.

9. Engineering, Structural Matters; Hazardous or Toxic Materials, Physical Condition

The appraiser(s) have inspected the land and the improvements. However, it is not possible to observe conditions beneath the soil surface, or hidden structural, mechanical, or other components; the appraiser(s) shall not be hold responsible for any defects in the property related thereto. The property appraised is as though there are no hidden or unapparent conditions which would affect market value; this includes subsoil conditions, potential flood conditions, hydrological and/or structural conditions. The appraiser(s) are not responsible for such conditions or those engineering efforts which might be required to discover and/or correct such factors. The value estimate assumes there are no defective property conditions that would cause a loss of value. The land or the soil of the area being appraised is assumed to be firm and otherwise satisfactory for building use. Although soil subsidence and the influence of toxic material in the area of the subject and its environs is unknown, the appraiser(s) do not warrant against this condition or occurrence of problems from soil (or toxic atmospheric) conditions known or unknown.

Unless otherwise stated in the report, the existence of hazardous material, substance or gas, which may or may not be present within, on or near the property, has been disregarded in the appraisal. The appraiser(s) are not qualified to detect such substances as asbestos, urea-formaldehyde foam insulation, radon gas, or other potentially hazardous material and/or substances which may adversely affect the value of the property. The value estimate is predicated on the assumption that there is no such toxic

material and/or condition affecting the property that would cause a loss in value. The appraiser(s) are not responsible for any such condition and/or the engineering expertise required to discover any such condition. The client is urged to retain an expert in this field, if so desired. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are assumed to be in good working order unless otherwise stated. Appraiser(s) are not responsible for the adequacy or type of insulation, or energy efficiency of the improvements or equipment, which are assumed to be standard for the subject property type. Unless otherwise stated, the appraiser(s) have not been supplied with a termite inspection report or occupancy permit. The appraiser(s) shall not be held responsible for, nor shall the appraiser(s) be deemed to have made any representations regarding any potential costs associated with obtaining same or for past or present, legal or physical, deficiencies which may be found. Client further agrees that the appraiser(s) shall not be held responsible for any costs incurred or consequences arising from the need, or the lack of need, for flood hazard insurance.

10. Utilities

In the absence of a qualified professional engineer's study, information regarding the existence of utilities is made from a visual inspection of the site and review of available public information. The appraiser(s) have no responsibility for the actual availability of utilities, their capacity, or any other problem which might result from a condition involving utilities. Although public utility lines might be located adjacent to the subject property, the capacity of these lines for any proposed development is not known. The respective companies, governmental agencies or entities should be contacted directly by concerned individuals. Unless otherwise stated in the report, utilities of all types are considered in the appraiser to be present in adequate quality and quantity for the intended use or highest and best use of the property.

11. Legality of Use, Management of Property

The appraisal is based, unless otherwise stated, on there being full compliance with all applicable federal, state and local environmental regulations and laws, that all applicable zoning, building, use regulations and restrictions of all types have been complied with and, moreover, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate. The appraisal is prepared under the assumption that the property which is the subject of this report is maintained and managed pursuant to prudent and competent ownership and management.

12. Component Values, Special Studies

The distribution of the total valuation in this report between land and improvements applies only under the existing program of use. The separate valuations for land and building must not be used separately and are invalid if so used. No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or within the report.

13. Inclusions.

Furnishings, equipment, personal property or business operations which may sometimes be considered a part of the real estate, have been disregarded, unless otherwise specified and only the real estate is considered in the value estimate. In some limited circumstances, business and real estate interests and values may be combined depending on the specific situation and as determined by a written agreement. Please see the appraisal report for further clarification.

14. Proposed Improvements, Conditional Value

Any improvements proposed, on- or off-site, as well as any repairs required, will be assumed, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted by the client for consideration by the appraiser(s). In cases of proposed construction, the appraisal is subject to change upon inspection of the property by the appraiser after construction is completed. The estimate of market value is as of the date shown, as proposed, and as if completed and operating at the levels shown and projected or as otherwise indicated and labeled in the appraisal report.

15. Value Change, Dynamic Market, Influences on Market Value, Alteration of Estimate and/or Analysis Herein By Appraiser

The estimated market value, as defined in the report, is subject to change with market fluctuations over time; value is highly related to exposure, time, promotional effort, terms, motivation, and personal and

general economic and supply/demand conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property both physically and economically in the marketplace.

The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate. The client hereby agrees that the appraisal report and value estimate are subject to change if the physical or legal entity or the financial arrangements are different than that envisioned in this report or upon change in, or discovery of, certain influencing market conditions or property conditions as well.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use, the client hereby acknowledges and agrees that such estimates are intended to be a reflection of benefits which the appraiser(s) have been directed to assume as given, as well as from the appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as the market and value is naturally dynamic. The client agrees that these types of appraisals are based on reasonable estimates and as such, will not hold appraiser(s) responsible for any errors in the estimated values. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present or previous owners nor upon the occupants of the properties in the vicinity of the property which is the subject of the appraisal.

16. After-Tax Analysis, Investment Analysis, and/or Valuation

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or estimating possible returns on investment at an assumed value or price paid; the client acknowledges and agrees that the appraiser(s) do not claim any expertise in tax matters and moreover will not rely on any information prepared by appraiser(s) which in any way relates to income tax matters.

17. Information furnished by Client and Third Parties

Any and all information furnished by the client and/or third parties is logically presumed to not only be correct but complete, either in entirety or summarized as presented, and if there are no other documents modifying the one or ones mentioned herein.

18. Federal Law OMB Circular A-129 & Bulletins 91-05 and 92-06 Amending Circular A-129

These require USPAP standards and practices be used under State certification and license programs under Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (P.L. 101-73) and OMB Bulletin 92-06 applies these USPAP to the 17 affected Federal eminent-domain agencies subject to the regulations of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended by regulations in 49 CFR Part 24. Agencies not subject to the Uniform Act should follow the revised 49 CFR Part 24 to conform to OMB Bulletin 92-06.

19. Americans With Disabilities Act (ADA)

This act became effective January 26, 1992. The appraiser(s) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. As the appraiser(s) have no direct evidence relating to this issue, possible or direct noncompliance with the requirements of ADA in estimating the value of the property was not considered.

20. Environmental

It is assumed that there are no protected species of plants or animals in, on, or near the subject property other than any described in the report.

It is assumed that the site is not a cactus ferruginous pygmy owl habitat (defined by US Fish & Wildlife as: Land below 4000 feet in elevation that has saguaro greater than 8 feet tall or containing a woodpecker cavity) ironwood, mesquite, or paloverde vegetation (must be >6 inches in diameter). (note as of May 2006 the pygmy owl has been de-listed as an endangered species; however, there is ongoing litigation seeking to overturn this de-listing).

21. Report Type

This is a Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

22. Other Information for Readers

We recommend that if sewer or septic connection, or condition of same, is of concern to client or other readers of this report, a qualified expert should be hired to inspect the system and perform appropriate tests as he/she deems necessary. Further, if water source, status, possible toxic influences on air, water, soil, or improvement construction material or condition of mechanical, structural or other systems or components are of concern, an appropriate expert should be engaged as we are not experts in such matters. The reader is cautioned that value is dynamic and changes with changing market conditions over time. Subsequent sales, listings, and other market influencing activity may influence value after the date of the value estimate. The value estimate is an estimate, not a determined fact.

23. Conclusion

Acceptance of and/or use of this appraisal report by the client or any third party reader or user, constitutes acceptance of the above stated conditions as well as any other(s) stated in this report. The acceptance of this appraisal report also constitutes acceptance of responsibility for payment of the appraisal fee balance due and any costs incurred by the appraiser(s) in collection of same. Appraiser liability extends only to stated client, not subsequent parties or users; any additional appraiser liability is limited to the actual amount of fee received by said appraiser(s).

These Limiting Conditions and Assumptions are in conjunction with any form type page(s) of similar nature in the appraisal report package; further, the reader is advised that certain comments in the report may point out other specific assumptions and/or limiting conditions pertaining to this appraisal even though an attempt has been made to summarize all limiting conditions and assumptions herein; the client or designated user of the appraisal report should inspect the property and confirm factual information before a final decision is made concerning the subject.

--- end ---

SUBJECT PHOTOS & EXHIBITS

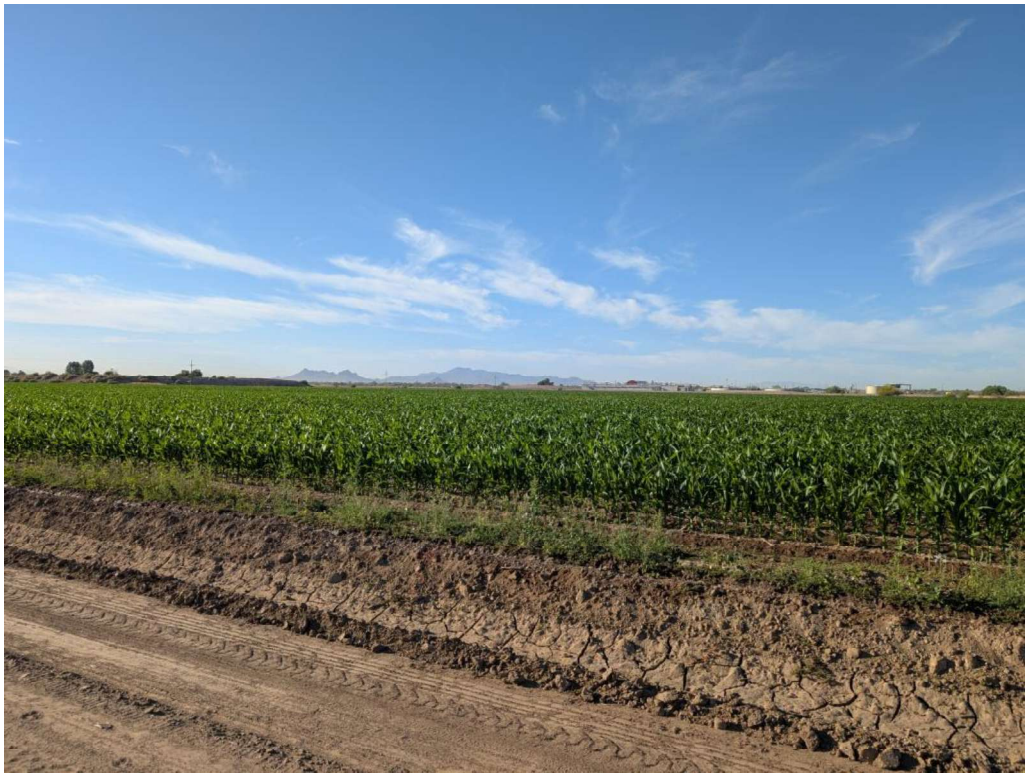
Subject site looking south from northern boundary (140102028)



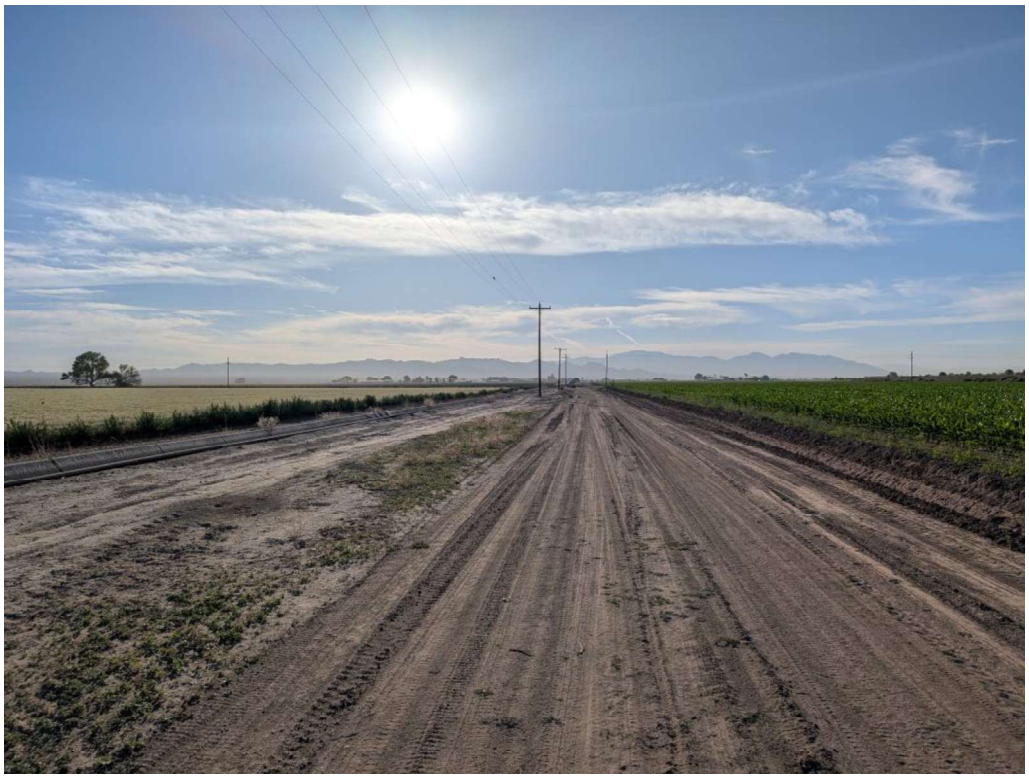
Subject site looking southwest from northern boundary (140436772)



Subject site looking southeast from northern boundary (140439574)



Dirt road north of subject northern boundary (140442829)



Dirt road, irrigation ditch, looking south along subject eastern boundary (140708717)



Subject site (left) looking southwest from northeast corner (140712812)



Subject site looking west from eastern boundary (142204617)



Subject site looking northwest from eastern boundary (142208763)



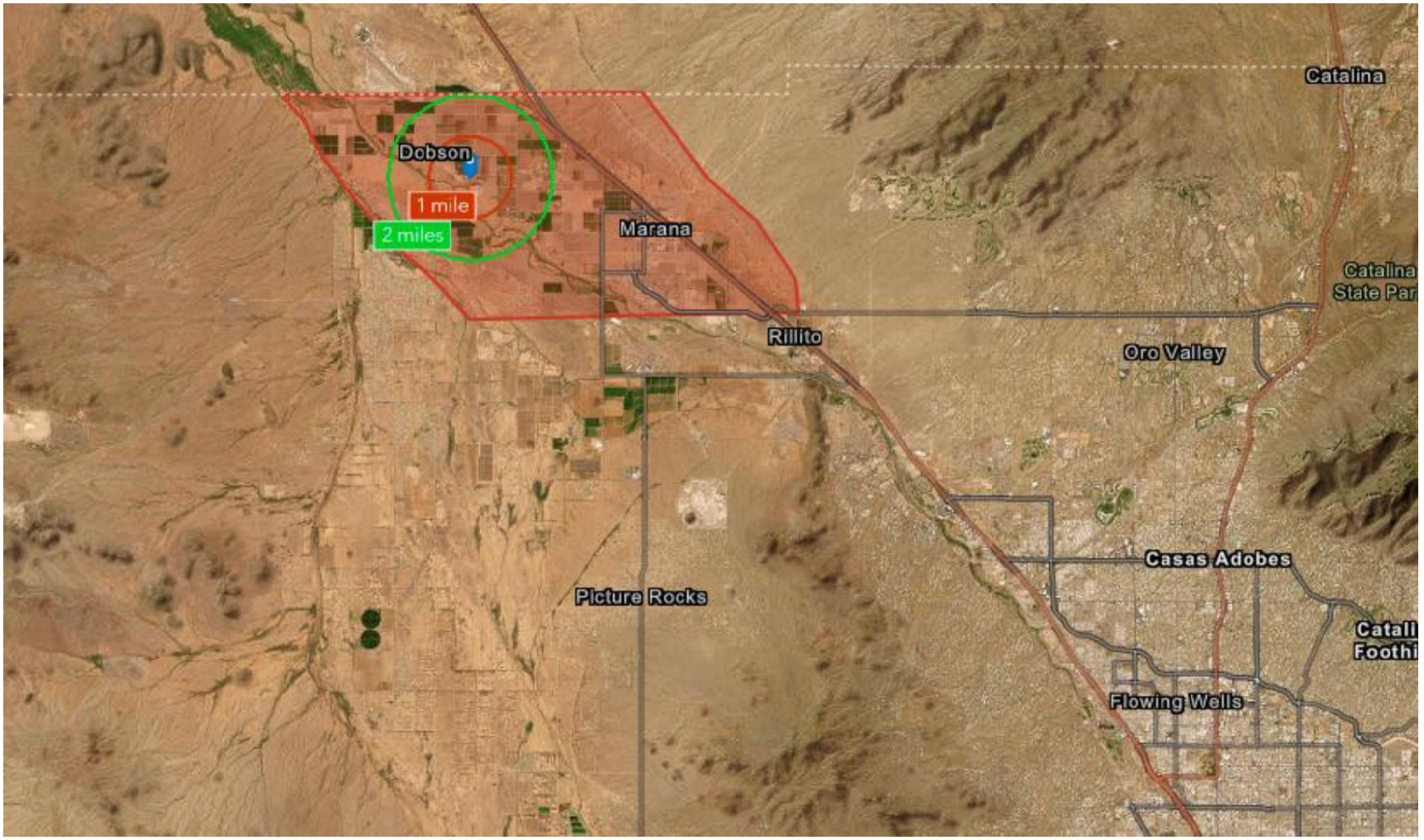
Dirt road next to subject eastern boundary, looking south (142214260)



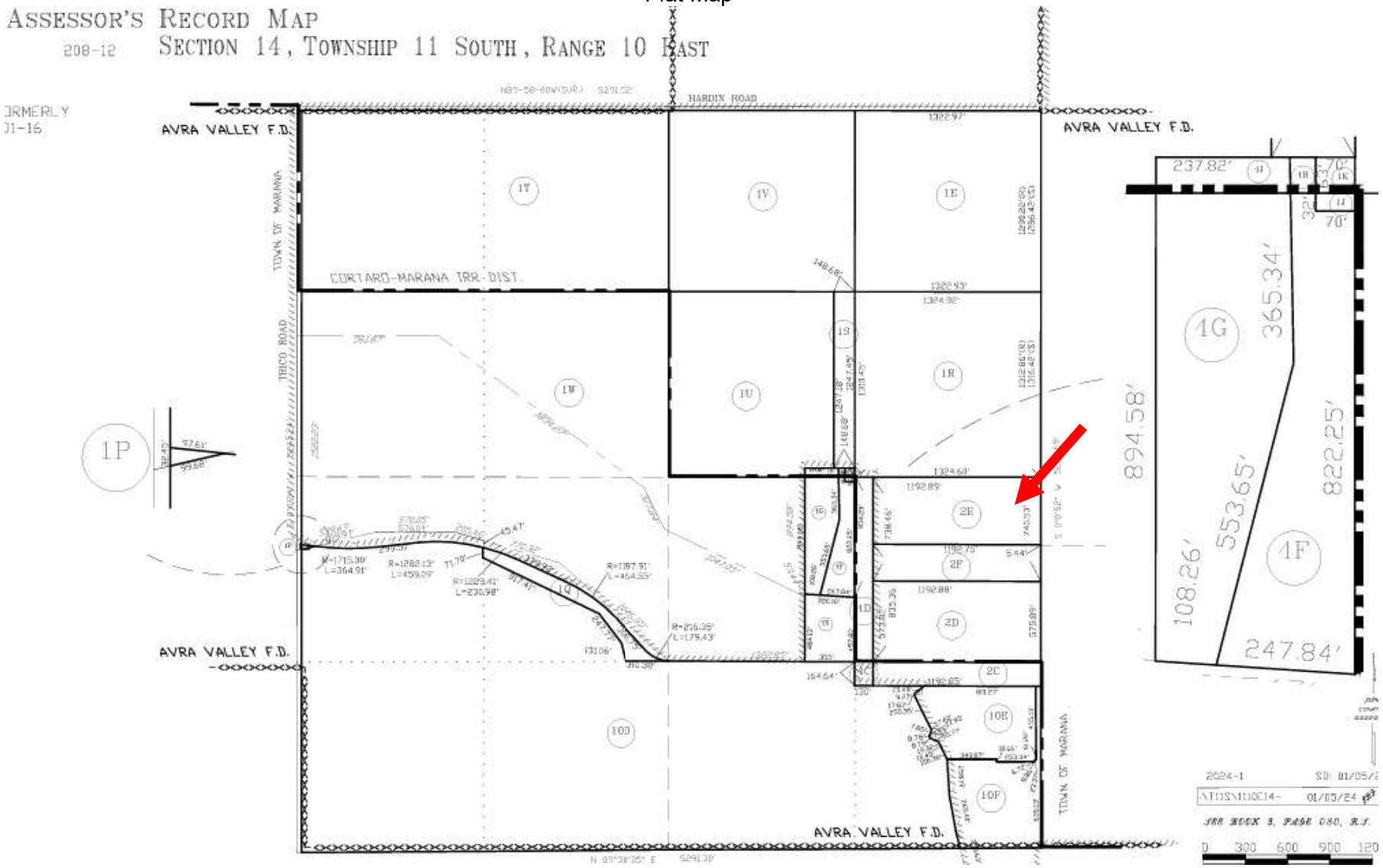
Stingray Rd looking East (paved road) (142554581)



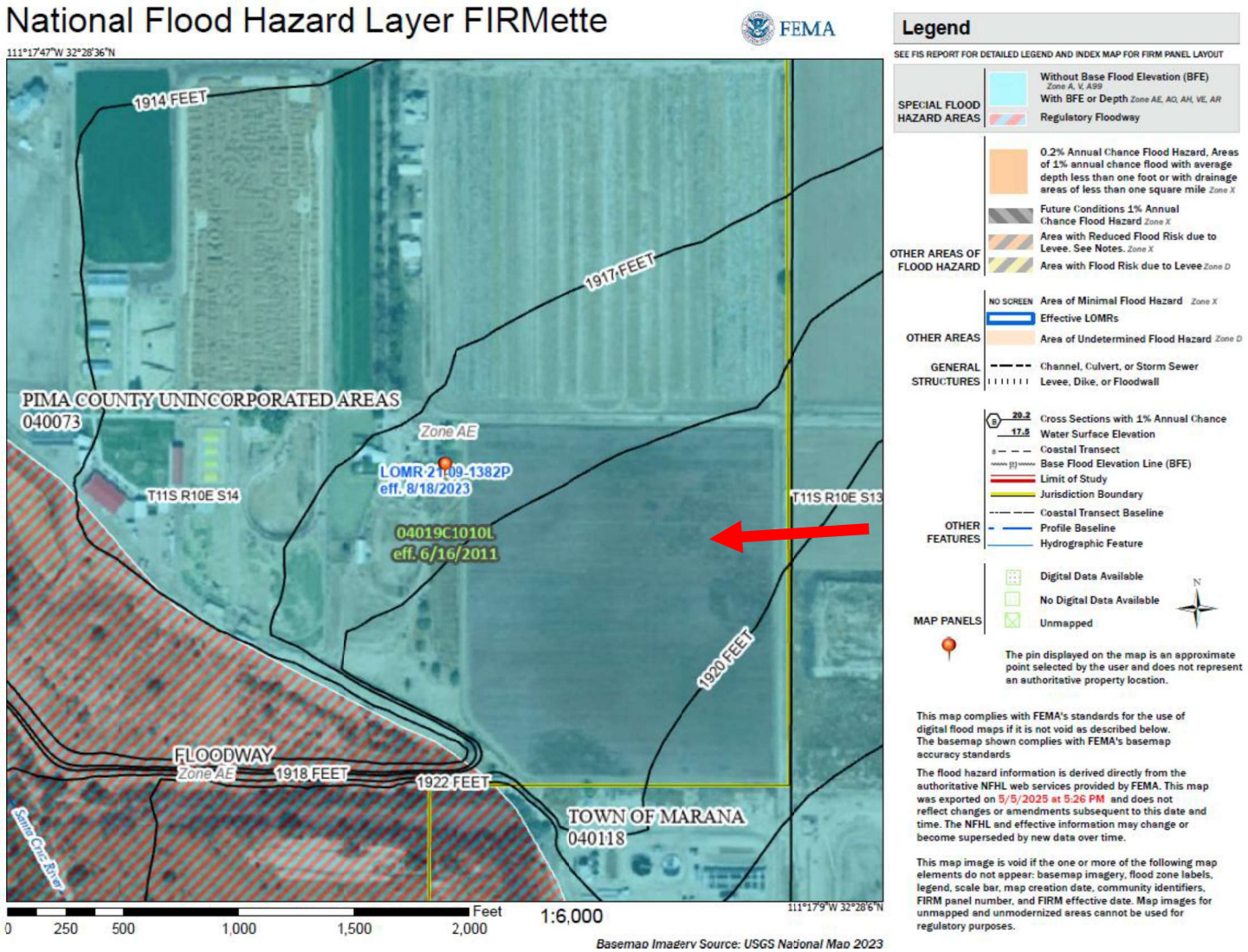
NEIGHBORHOOD/MARKET AREA MAP

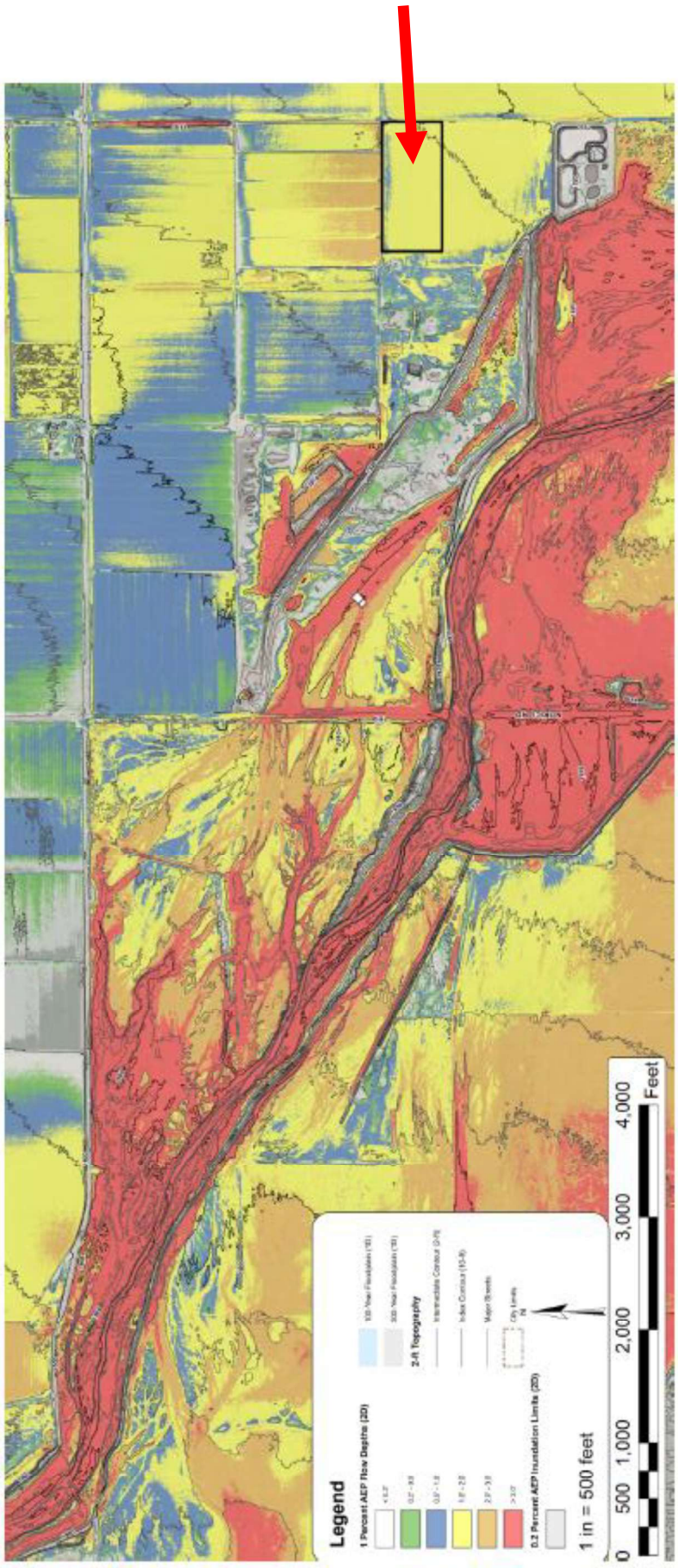


Plat Map


ASSESSOR'S RECORD MAP
208-12
SECTION 14, TOWNSHIP 11 SOUTH, RANGE 10 EAST
FORMERLY
21-16
HARDIN ROAD
AVRA VALLEY F.D.
AVRA VALLEY F.D.
TOWN OF MARANA
TRICO ROAD
CORTARO-MARANA IRR. DIST.
1P
1T
1V
1E
1W
1U
1R
1S
1Q
1D
2E
2F
2D
2C
10D
10E
10F
1G
1F
894.58'
365.34'
553.65'
822.25'
108.26'
247.84'
237.82'
70'
AVRA VALLEY F.D.
AVRA VALLEY F.D.
TOWN OF MARANA
2024-1
SEE BOOK 3, PAGE 080, R.S.
0 300 600 900 120

Flood Map

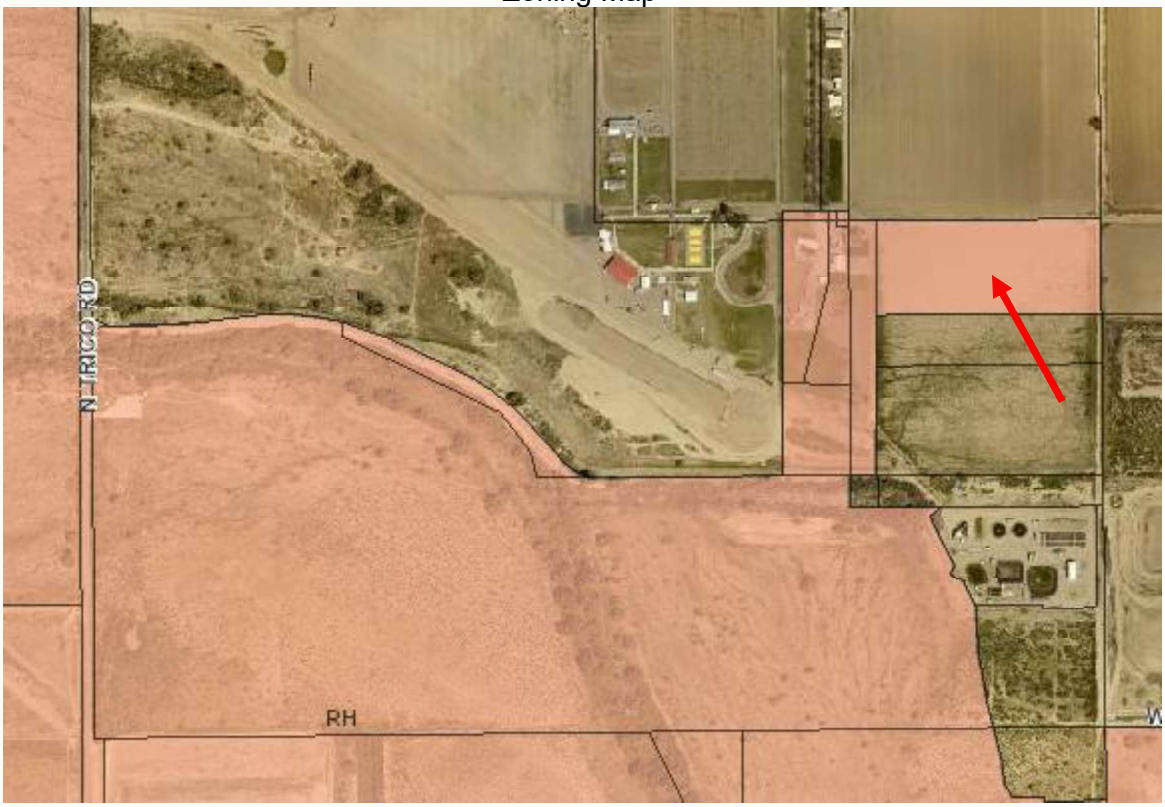

National Flood Hazard Layer FIRMette
FEMA
111°17'47"W 32°28'36"N
1914 FEET
1917 FEET
1920 FEET
PIMA COUNTY UNINCORPORATED AREAS
040073
Zone AE
LOMR 21-09-1382P
eff. 8/18/2023
T11S R10E S14
T11S R10E S13
04019C1010L
eff. 6/16/2011
FLOODWAY
Zone AE
1918 FEET
1922 FEET
TOWN OF MARANA
040118
Santa Cruz River
0 250 500 1,000 1,500 2,000 Feet
1:6,000
111°17'9"W 32°28'6"N
Basemap Imagery Source: USGS National Map 2023
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/5/2025 at 5:26 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.


Legend
1 Percent AEP flow Depths (2D)
0.2 Percent AEP Inundation Limits (2D)
2-ft Topography
1 in = 500 feet
0 500 1,000 2,000 3,000 4,000
Feet

Topography Map



Zoning Map



Title Commitment (Select Pages)

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title & Trust of Tucson
Issuing Office:	3939 E Broadway Blvd, Tucson, AZ 85711 (520) 327-7373
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2593099
Issuing Office File Number:	2593099
Property Address:	0000 Vacant Land, Marana, AZ 85653
Revision Number:	
Title Officer:	Diana Helzer
Escrow Officer:	Michelle Jolly

1. **Commitment Date:** April 8, 2025 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy - Standard
   Proposed Insured: Town of Marana

   (b) ALTA® Loan Policy
   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   FEE

4. **The Title is, at the Commitment Date, vested in:**

   Pima County, a political subdivision of the State of Arizona

5. **The Land is described as follows:**

   See Exhibit "A" Attached Hereto

6. **The Deed of Trust to be insured and the assignments thereof, if any are described as follows:**

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2593099
ALTA Commitment for Title Insurance Schedule A (07-01-2021)
Page 1 of 9

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2593099

Parcel 1:

That portion or the Northeast quarter of the Southeast quarter of Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

Beginning at the East quarter corner of said Section 14i

Thence North 89 degrees 57 minutes 51 seconds West along the North line of the Southeast quarter of Section 14, 1192.89 feet to a point 130.0 feet Easterly from the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 14;

Thence South 00 degrees 00 minutes 46 seconds West parallel to the West line of the Northeast quarter of the Southeast quarter of said Section 14, 738.46 feet;

Thence South 89 degrees 51 minutes 53 seconds East, 1192.88 feet to the East line of the Southeast quarter of said Section 14;

Thence North O degrees 00 minutes 52 seconds East along the East line of said Southeast quarter of Section 14, 740.53 feet to the Point of Beginning.

EXCEPTING any portion Deeded to the Town of Marana in Sequence No. 2013178059

Parcel 2:

An easement for road purposes, as created by Docket 5:227 at Page 881 described as follows:

Thence North 89 degrees 56 minutes 23 seconds West, along the South line of the Southeast quarter of the Northeast quarter of said Section 14, a distance of 1321.67 feet to the Southwest corner thereof;

Thence North 00 degrees 04 minutes 08 seconds West, a distance of 99 feet;

Thence South 25 degrees 16 minutes 48 seconds East, a distance of 124.11 feet;

Thence South 89 degrees 56 minutes 23 seconds East, a distance of 1209.68 feet to the East line of said Northeast quarter of Section 14;

Thence South 00 degrees 04 minutes 12 seconds West, a distance of 45 feet to the True Point of Beginning;

Together with an easement for road purposes, as created by Docket 5227 at Page 88 and Docket 5246 at Page 680 described as follows:

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

The Southerly 36 feet of property described in Docket 5246 at Page 680.

Parcel 3:

An easement for ingress/ egress as set forth in Docket 2271 at Page 421 and in Docket 4955 at Page 4561 and by Docket 5004 at Page 659 (40 feet in width), the centerline of which is described as follows:

Beginning at a point in the North boundary line of Section 14, said point being distant North 3 89 degrees 59 minutes West, 1,478 feet from the Northeast corner of said Section 14;

Thence South 0 degrees 08 minutes 31 seconds East, a distance of 2,570 feet to a point which is distant South 89 degrees 54 minutes 39 seconds East 208 feet from the Northwest corner of property described in Docket 4526 at Page 530.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2593099

Requirements

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

a. Print must be ten-point type (pica) or larger.
b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
NOTE: Nothing must be contained in the margin areas, including initials)
c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Satisfactory verification of the identity of the seller(s) and buyer(s) is required prior to recording and/or closing the transaction.

6. FURNISH an Owner's Affidavit and Indemnity Agreement for the benefit of Stewart Title & Trust of Tucson and Stewart Title Guaranty Company executed by the seller/borrower that no work or material has been done or furnished within the statutory lien period which could give rise to a mechanic's or materialman's lien.

7. FURNISH the Company with proper Certificate by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any Options to Renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAINS A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE. Upon receipt and approval by the Company, Exception No. 36 f Schedule B will be limited to those parties identified in the Certificate.
NOTE: If any leases are to be subordinated THE FORM OF SUBORDINATION MUST BE APPROVED by the Company PRIOR TO CLOSE OF ESCROW.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

8. The Company requires a copy of the LEGAL DESCRIPTION and Boundary Survey for review and approval NO LATER THAN 48 HOURS prior to recording the transaction to be insured herein. THE RIGHT IS RESERVED to make additional exceptions or requirements upon review of the information provided.

9. APPROVAL by the Sellers to this transaction of the legal description of the subject property used herein.

10. RECORD Deed from Pima County, a political subdivision of the State of Arizona to Town of Marana.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.

NOTE: The Company hereby informs the parties that it has not made a determination of whether or not this transaction is subject to the provisions of A.R.S. 33-422 entitled "Land divisions; disclosure affidavit; recording" and A.R.S. 33-422 entitled "Review of land divisions; definitions". It will be the responsibility of the parties to make this determination; therefore, the Company assumes no liability with respect to these matters.

PLEASE NOTE: Copies of supporting documents are hyperlinked into the title commitment. Please scroll through Requirements, Exceptions and Notes after the Title Requirements. Look for the underlined words colored in blue. Click on said blue words, if a new window opens up, click on the open button, otherwise the document will appear.

TAX STATUS NOTE:

Year: 2024
Parcel Number: 208-12-002E
Total Amount: $0.00
First half: $0.00
Second half: $0.00

Tax Sheet Map

(Property tax notices are mailed on or about September 1st for the tax year due. First half taxes are due October 1st of the tax year shown and delinquent November 1st of that same year. Second half taxes are due March 1st of the following year and delinquent May 1st of the following year.)

Escrow personnel MUST verify any delinquent taxes information with the Pima County Treasurer's office at 520-724-8341.

STREET ADDRESS NOTE:

According to the Pima County Assessor's Office, the purported street address of the subject property is disclosed as follows: 0000 Vacant Land, Marana, AZ 85653

This information is provided as a courtesy, and no liability is assumed as to its accuracy. If no address is shown, it means the Assessor does not disclose one.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

CHAIN OF TITLE (24 month) VESTING NOTE:

The subject property is currently vested in the party(ies) shown in Schedule A, Paragraph 4, by instrument recorded April 16, 2008, in Docket 13286 at page 549, records of Pima County, Arizona.

NOTE: This transaction does not qualify for a short term Re-Issue Rate.

POLICY NOTE:

Unless specified otherwise on Schedule A, ALTA 2006 coverage policy(s) will be issued in connection with this transaction.

WIRING NOTE:

Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

SEARCH NOTE:

All searches required pursuant to issuance of this commitment for title insurance were performed through a dedicated title plant, including a search of the geographically posted indices affecting the subject real property and any matters disclosed in the general index relating to the parties being insured herein. Accordingly those matters, if any, are shown herein.

LENDER NOTE (Only applies to Purchase Money Loans):

The name(s) of the proposed buyers in this transaction has (have) not been searched in the public records and this commitment does not reflect matters such as liens, proceedings or decrees, which do not specifically describe the land which is referred to in this commitment. If any do exist, they may affect the title or impose liens or encumbrances upon the land herein described.

Any loan policy issued pursuant to the terms hereof that insures the loan securing a purchase money obligation on residential property will insure that such matters, if any, are subordinate to the lien being insured herein.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2593099

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

NOTE: Exceptions 1 through 8, inclusive and as shown below, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

9. es and assessments collectible by the County Treasurer, not yet due and payable for the 2025.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

11. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

14. Liabilities and obligations imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48 Arizona Revised Statutes.

15. Location of improvements, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts, which a correct survey would disclose.

16. Established and/or existing roads, roadways, highways, rights-of-way and easements therefor.

17. Any adverse claim based upon the assertion that:
a)Some portion of said land has been created by artificial means or has accreted to such portion so created;
b)Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Santa Cruz River, or has been formed by accretion to any such portion:
c)Some portion of said land has been removed by erosion or by an avulsive movement of the Santa Cruz River
d)Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river is in its natural state;

18. Rights of way for canals and laterals as set forth in instrument recorded in Book 107 of Miscellaneous Records at page 151 and License recroded in Docket 3212 at page 564.

19. Water rights, claims or title to water with particular reference to Book 3 of Land Claims, page 404 and in Docket 4838 at page 768.

20. Liabilities and obligations imposed upon said land by reason of its inclusion within:
Cortaro Water User's Association
Cortaro-Marana Irrigation District

21. Reservation of all undergroung or percolateing waters reserved unto Cortaro Farms Company, an Arizona corporation as set forth in Book 314 of Deeds at page 445.

22. Any matters, conditions or obligations arising under said caption property lying within the boundaries of Cortaro-Marana Irrigation District and Cortaro Water User's Association as set forth in Docket 5670 at page 603.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

23. Matters contained in that certain document entitled Certification of Grandfathered Groundwater Right recorded in Docket 7217 at page 765.

24. Matters contained in that certain document entitled Certification of Grandfathered Groundwater Right recorded in Docket 8043 at page 2778

25. Matters contained in that certain document entitled Certification of Grandfathered Groundwater Right recorded in Docket 8205 at page 1499.

26. Matters contained in that certain document entitled Certification of Grandfathered Groundwater Right recorded in Docket 8560 at page 778.

27. Matters contained in that certain document entitled Certification of Grandfathered Groundwater Right recorded in Docket 13744 at page 54.

28. Easement for ingress, egress, road, and rights incident thereto, as set forth in instrument recorded in Docket 8043 at page 2783.

29. Easement for ingress, egress and rights incident thereto, as set forth in instrument recorded in Docket 8539 at page 1506.

30. Easement for ingress, egress, road, and rights incident thereto, as set forth in instrument recorded in Docket 8582 at page 1537.

31. Matters shown on survey recorded in Book 1 of Maps, Page 34 of Records of Survey.

32. Matters shown on survey recorded in Sequence No. 20133300006 of Record of Survey.

33. Matters shown on survey recorded in Sequence No. 20141710200 of Record of Survey.

34. Matters as contained or referred to in an instrument entitled Resolution No. 1997-71, by the Board of Supervisors of Pima County, Arizona, recorded in Docket 10527 at page 1726.

35. Matters as contained or referred to in an instrument entitled Ordinance No. 2014.017, by the Mayor and Councilof the Town of Marana, Arizona, recorded June 20, 2014 in Sequence No. 20141710130.

36. Rights of Parties in Possession.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2593099
ALTA Commitment for Title Insurance Schedule BII (07-01-2021)
Page 9 of 9

CONSULTANT'S QUALIFICATIONS

PAUL D. HENDRICKS, MAI
4708 E. Scarlett, Tucson, AZ 85711
Voice & Fax (520) 325-6512
Email: PaulHendricksMAI@gmail.com
www.TucsonAzAppraisal.com

EDUCATION

Academic

Bachelor of Science in Business Administration, University of Arizona; Real Estate and Finance Major.

Valuation

Appraisal Courses and Examinations:

- Standards of Professional Practice; A, B
- Standards of Professional Practice, C
- Investment Analysis
- Highest and Best Use, and Market Analysis
- Valuation Analysis and Report Writing
- Case Studies in Real Estate Valuation
- Income Approach to Value and Capitalization
- Basic Principles, Methods 1A

Appraisal Seminars

- Appraisal Business Management
- Critical Building Inspections
- Fair Lending and the Appraiser
- Residential Real Estate Econometrics
- Commercial Appraisal; Lender Requirements
- Americans with Disabilities Act
- Due Diligence/Environmental Checklist
- Residential Appraisal Techniques
- FEMA Flood Hazard
- Arizona Appraisal Law
- Construction and Engineering Awareness
- Reviewing Appraisals
- Small Residential Income Property Appraisal
- Hazardous Materials
- Litigation Valuation
- Appraiser as Expert Witness
- Partial Interest Valuation; Undivided
- Land Valuation Assignments
- Residential & Commercial Solar Valuation
- Uniform Standards Appraisal Federal Land Acquisitions

EXPERIENCE

November 1995 - Present:
Real Estate Appraiser/Consultant, Paul Hendricks Appraisal & Counseling, Tucson, Arizona

In November 1995, Mr. Hendricks again returned to his own firm which performs appraisal and consulting assignments primarily in Arizona; he also works as an independent contractor for other appraisal firms in the Tucson area. He continues to work as an independent contractor with Hendricks, Vella, Weber & Williams, a California corporation with assignments primarily in California.

1994-November 1995:
Senior Real Estate Analyst; The Dorchester Group, Scottsdale, Arizona.

In January 1994 Mr. Hendricks joined The Dorchester Group as a Senior Analyst. He has provided consulting and valuation services on several complex real estate issues and assignments for the firm which specialized in litigation support for it's operations in Arizona and California.

1986-1993:
Real Estate Appraiser/Consultant, Paul Hendricks Appraisal & Counseling; Tucson, Arizona.

During this time Mr. Hendricks performed real estate appraisals and consulting for his own firm as well as working as an independent contractor primarily for Swango Appraisal. Appraisal assignments included a wide variety of property types including industrial and retail, special use, apartment, motel, subdivision and land as well as residential properties and commercial appraisal reviews.

1979-1986:
Senior Real Estate Analyst, Swango Appraisal & Consultation; Tucson, Arizona.

Mr. Hendricks primarily performed a wide variety of appraisal assignments for residential and commercial properties.

PROPERTIES

Property experience encompasses virtually all types, including apartments, retail centers, industrial, offices, motels, special use properties and commercial appraisal reviews. Clients include private, corporate, institutional, and governmental entities.

COMPUTERS

Mr. Hendricks' experience includes development of specialized spreadsheets dealing with anticipated income streams from tenant leases, analysis of various leasehold positions and Discounted Cash Flow analyses and projections.

PROFESSIONALAFFILIATIONS

- Member Appraisal Institute, MAI (Membership No. 7811)
- Certified General Real Estate Appraiser, State of Arizona (30197)
- President, Appraisal Institute, Tucson Chapter (1997)
- Vice President, Appraisal Institute, Tucson Chapter (1996)
- Secretary, Appraisal Institute, Tucson Chapter (1995)
- Treasurer, Appraisal Institute, Tucson Chapter (1994)
- Board of Directors, Appraisal Institute, Tucson, Arizona (1991-1993)

GEOGRAPHIC WORK/MARKET EXPERIENCE

Mr. Hendricks has completed real estate assignments and has market familiarity in Arizona, California and Nevada.

EXPERT WITNESS EXPERIENCE

Mr. Hendricks will always sign appraisal reports and be responsible for analysis of the appraisal problem, primary and secondary data research, selection and confirmation of comparable properties, inspection and all analysis as well as defense of conclusions.

Mr. Hendricks has been qualified as an expert witness in Superior Court in Arizona and has given depositions and testimony experience in bankruptcy proceedings, condemnation, and other litigation. He has performed analysis for condemnor and condemnee parties.

SPECIAL PROJECTS

In Tucson, Mr. Hendricks worked as an independent fee appraiser for the City of Tucson and Pima County in the condemnation, acquisition and negotiation of several large road projects including Country Club, Alvernon and Speedway Boulevard, Golf Links, Wetmore Road and La Cholla as well as condemnation for the acquisition of Central Arizona Project pumping station sites.

In Phoenix, Mr. Hendricks is an independent fee appraiser for the City of Phoenix with experience in appraisal of a variety of commercial property types for the Central Phoenix/East Valley Light Rail Project.

Mr. Hendricks is under contract with Arizona Department of Transportation and has experience in appraisal of a variety of commercial property types.

At The Dorchester Group, Mr. Hendricks has assisted in the analysis of the impact of the Exxon Valdez Oil Spill in Prince William Sound, Alaska on certain real estate holdings and litigation support for the U.S. Justice Department in relation to acquisition of and subsequent development of Lake Pleasant. Consulting assignments have analyzed market rental and effects in value from site contamination and soil subsidence.

Council-Regular Meeting **A2**

Meeting Date: 08/06/2025

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: August 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2025.014: Relating to Annexation; annexing into the corporate limits of the Town of Marana that territory known as Linda Vista 52 Annexation, approximately 52 acres of land located north of Linda Vista Boulevard and southeast of Twin Peaks Road within a portion of Section 14, Township 12 South and Range 12 East; approving a plan to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development; and, establishing original Town of Marana zoning (Brian D. Varney)

Discussion:

This is the final step in the Linda Vista 52 Annexation process. Staff presented the proposal for annexation to the Council for consideration and direction on April 16, 2024. The Council authorized staff to proceed. The blank annexation petition was recorded on March 21, 2025. The required public hearing for the proposed annexation was held at the April 15, 2025 Town Council meeting.

For the Council to have jurisdiction to adopt the Linda Vista 52 Annexation ordinance accompanying this item, the Town needs to have received and recorded annexation petitions "signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the city or town in the event of annexation, as shown by the last assessment of the property...." The Town has received annexation petitions signed by WGML Investments Ltd. and Daniel and Adele Post, Trustees of the Daniel and Adele Post Living Trust, the owners of the real property in the annexation area. The Town recorded the signed petitions in the Pima County Recorder's Office on July

3, 2025. The Arizona Department of Revenue (ADOR) sent notification to utility companies who may own property in the annexation area, requesting valuation of their property, if any. ADOR subsequently reported to the Town that two utility entities, Southwest Gas Corporation and the Qwest Corporation, reported no property with assessed value within the annexation area. No other information was provided by ADOR.

The signed and recorded petitions from both entities with standing to sign the annexation petition are attached to this agenda item. The assessments established by the Pima County Assessor, consisting of a Limited Assessed Value of $751,601, are as follows:

APN	Owner	2026 Limited Assessed Value
216-34-0670	WGML Investments Ltd.	$240,671
216-34-0680	WGML Investments Ltd.	$254,041
216-35-0690	Post Daniel & Adele Living Trust	$256,889
Total		$751,601

If adopted, the annexation ordinance will do all the following:

- Annex the Linda Vista 52 Annexation area into the Town
- Approve a plan to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development
- Establish Town of Marana zoning, consistent with and equivalent to, the existing Pima County zoning entitlements for the property

Miscellaneous
On July 24, 2025, the Town received a document submitted in opposition to the requested annexation. A copy of the document is included in the Council agenda.

Analysis Pursuant to Marana Annexation Policy

Foundational Documents:
The Make Marana General Plan 2040 identifies annexation as an area of focus within the Land Use Element. The Plan emphasizes directing annexation in a strategic manner, balancing and managing growth, while promoting economic development (pg. 2-6).

The Marana Strategic Plan 5 Focus Area of Proactive Public Services focuses on fostering an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high-quality customer service. The Focus

Area includes the goal of prioritizing infrastructure and maintenance that supports new growth and development in a proactive and sustainable manner, with a strategy of studying the short- and long-term benefits and financial impacts of annexation to inform a Town-wide annexation policy and strategy.

Arizona State Law

For any proposed annexation, a determination must be made regarding whether the proposed area meets Arizona's legal requirements for annexation. Arizona Revised Statutes (A.R.S.) § 9-471 provides the procedures and criteria for extending the corporate boundaries of a town or city. Some of the key provisions of state law include the following:

- The territory to be annexed must adjoin the boundary of the annexing town for at least 300 feet. This provision does not apply if the territory considered for annexation is surrounded by the annexing town on at least three sides.
- The size and shape of the parcel to be annexed must be a minimum of 200 feet in width at all points, exclusive of rights-of-way and roadways. The length of the parcel is measured from where the territory adjoins the annexing town to the furthest point of the parcel, and cannot be more than twice the maximum width of the annexed territory. These length and width requirements do not apply if the territory considered for annexation is surrounded by the annexing town on at least three sides.
- A town may annex only unincorporated territory.
- A town cannot annex territory if the annexation will result in the creation of a county island.

Criteria for Evaluating Annexations

In any annexation decision, the practical consequences and costs of providing services to the proposed annexation area must be considered. While the annexation of new territory may mean additional state-shared revenue, the additional revenue to be gained must be considered in light of the necessary expenditures to provide services to the annexed area.

The Town will evaluate the following criteria to determine whether it is beneficial to annex an area either at the time of evaluation or at some point in the future:

1. Ability of the Town to provide basic services to the annexed area in a timely manner, with acceptable revenue-to-cost ratio.

The Town is able to provide basic services to the annexed area in a timely manner, with acceptable revenue-to-cost ratio.

2. Long-term desirability of the proposed annexation area for purposes of community development and economic growth.

The proposed annexation area will contribute to community development and economic growth by providing additional housing opportunities for people desiring to live in the Town.

3. Ability of the Town to regulate the types of land uses allowed in the annexed area. (A.R.S. § 9-471 requires an annexing town to adopt zoning classifications that permit densities and uses not greater than those permitted by the county immediately before

annexation)
Upon annexation, the Town intends to establish Town zoning of R-144 (Residential) for the property, which permits densities and uses not greater than those permitted by the County immediately before annexation.

4. Compatibility of the annexation with the General Plan.
Based on the proposed R-144 (Residential) zoning classification that is similar to the County's zoning immediately before annexation, the annexation area is compatible with the General Plan.

5. Whether the annexation area is located in Marana's Planning Area Boundary.
The annexation area is located in Marana's Planning Area Boundary.

Policy Considerations
The Town will review, at a minimum, the following policy considerations in every annexation proposal:
1. The ability to minimize any short-term subsidies and maximize the long-term benefits of annexation through careful determination of which areas should be annexed and the optimum timing for annexation and development.
Not applicable

2. Whether developed county residential subdivisions should be required to upgrade their infrastructure and facilities through the use of improvement districts or other means prior to annexation.
Not applicable

3. Whether a pre-annexation agreement to specify the infrastructure needs for the development and the schedule for development of the annexed lands should be used.
Not applicable

4. Whether the annexation applicant should be required to bring all roadways adjacent to the annexation territory to Town standards.
The applicant will be required to bring Linda Vista Boulevard to Town standards upon development of the property.

5. Whether the annexation will require the Town to extend infrastructure or community services outside the corporate limits.
The annexation will require the Town to extend police services outside the current corporate limits of the Town. If the property is to be served by Marana Water, Marana Water's service area will need to be extended to include the annexed property.

6. The historical, ecological, and community importance of the annexation area and any potential impacts on community character.
Potential impacts on community character are mitigated through Town of Marana development regulations.

7. Whether and when the Town should initiate discussion with adjoining parcels to encourage group annexation.
Not applicable

Financial Impact:

The proposed annexation will generate additional revenues for the Town in the form of additional state shared and local sales tax revenues, which will be offset by the cost of services to be provided in that area, including the extension of the police service area and ongoing maintenance of road and utility infrastructure. Town staff has prepared a cost-benefit analysis regarding the proposed annexation which is included within the agenda materials.

Staff Recommendation:

Town staff recommends adoption of Ordinance No. 2025.014, approving the Linda Vista 52 Annexation; approving a plan to provide the annexed territory with appropriate levels of infrastructure and services; and adopting Town of Marana zoning for the annexed property.

Suggested Motion:

I move to adopt Ordinance No. 2025.014, annexing into the corporate limits of the Town of Marana that territory known as the Linda Vista 52 Annexation, approximately 52 acres of land located north of Linda Vista Boulevard and southeast of Twin Peaks Road within a portion of Section 14, Township 12 South and Range 12 East; approving a plan to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development; and establishing original Town of Marana zoning.

Attachments

Ordinance No. 2025.014
Exhibit A to Ordinance No. 2025.014
Recorded affidavit and petition
Opposition Documentation
Linda Vista 52 Cost-Benefit Analysis

MARANA ORDINANCE NO. 2025.014

RELATING TO ANNEXATION; ANNEXING INTO THE CORPORATE LIMITS OF THE TOWN OF MARANA THAT TERRITORY KNOWN AS THE LINDA VISTA 52 ANNEXATION, APPROXIMATELY 52 ACRES OF LAND LOCATED NORTH OF LINDA VISTA BOULEVARD AND SOUTHEAST OF TWIN PEAKS ROAD WITHIN A PORTION OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 12 EAST; APPROVING A PLAN TO PROVIDE THE ANNEXED TERRITORY WITH APPROPRIATE LEVELS OF INFRASTRUCTURE AND SERVICES TO SERVE ANTICIPATED NEW DEVELOPMENT; AND ESTABLISHING ORIGINAL TOWN OF MARANA ZONING

WHEREAS petitions in writing, accompanied by a legal description and map of the real property sought to be annexed as part of the Linda Vista 52 Annexation, have been filed and presented to the Town Council of the Town of Marana, Arizona, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the Town of Marana as shown by the last assessment of said property, said property being contiguous to the Town of Marana and not now embraced within its limits, asking that the property be annexed into the Town of Marana and to extend and increase the corporate limits of the Town of Marana so as to embrace same; and

WHEREAS the Town Council of the Town of Marana, Arizona, desires to approve the Linda Vista 52 Annexation and extend and increase the corporate limits of the Town of Marana to include said territory, which is approximately 52 acres of property generally located north of Linda Vista Boulevard and southeast of Twin Peaks Road within a portion of Section 14, Township 12 South, Range 12 East, described and depicted in Exhibit A attached to and incorporated in this Ordinance by this reference; and

WHEREAS the Linda Vista 52 Annexation is an area within a portion of Section 14, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona; and

WHEREAS the petitions set forth a true and correct description of all the exterior boundaries of the entire area of the proposed Linda Vista 52 Annexation and had always attached thereto an accurate map of the territory desired to be annexed; and

WHEREAS no alterations increasing or reducing the territory sought to be annexed have been made after the petition was signed by any owners of real and personal property in such territory; and

WHEREAS the Linda Vista 52 Annexation area is included within the Town of Marana's planning area in the Marana 2040 General Plan adopted by the Town Council on December 10, 2019, and ratified by voters at the August 4, 2020 primary election, and the Future Circulation map in the Marana 2040 General Plan (Figure 2-4) includes Linda Vista Boulevard, which will serve the Linda Vista 52 Annexation area; and

WHEREAS the Linda Vista 52 Annexation area is located within the service area of the Pima County Wastewater Reclamation Department; and

WHEREAS the Linda Vista 52 Annexation area is not currently located within the service area of the Marana Water Department, but the Town of Marana may extend the Town's water service area to provide water service to an area that is annexed into the Town limits, pursuant to Marana Resolution No. 2011-108; and

WHEREAS the Linda Vista 52 Annexation area has a pre-annexation Pima County zoning classification of SR (Suburban Ranch); and

WHEREAS the original Town of Marana zoning classifications and zoning entitlements adopted for the Linda Vista 52 Annexation area by this ordinance permit densities and uses that are no greater than those permitted by Pima County immediately before annexation; and

WHEREAS the provisions of A.R.S. § 9-471 have been fully complied with; and

WHEREAS proper and sufficient proof of the foregoing facts are now on file in the office of the Town Clerk of the Town of Marana, together with true and correct copies of the signed annexation petition, the original of which has been recorded in the office of the Pima County Recorder.

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

SECTION 1. The territory known as the Linda Vista 52 Annexation, described and depicted in Exhibit A attached to and incorporated by this reference in this ordinance, is annexed into the Town of Marana, and the present corporate limits are extended and increased to include the described area.

SECTION 2. The Town Council approves the following plan to provide the Linda Vista 52 Annexation area with appropriate levels of infrastructure and services to serve anticipated new development within ten years after the date the annexation becomes final:

A. Upon the effective date of the annexation approved by this ordinance, the property described in Exhibit A shall be served by the Marana Police Department.

B. Upon development of the Linda Vista 52 Annexation area, the property owner will be required to comply with all Town of Marana requirements and processes and procedures for development as set forth in the Marana Town Code and any other rules and regulations of the Town for water service, traffic infrastructure, and any other infrastructure requirements.

C. Upon development of the Linda Vista 52 Annexation area, the property owner will be required to comply with all Pima County Wastewater Reclamation Department requirements and processes and procedures for development as set forth in the Pima County Code and any other rules and regulations of Pima County for sewer service.

SECTION 3. This Ordinance shall be forthwith filed and recorded in the office of the County Recorder of Pima County, Arizona.

SECTION 4. On the effective date of this ordinance, the Linda Vista 52 Annexation territory shall be zoned Town of Marana R-144 (Residential).

PASSED AND ADOPTED by the Town Council of the Town of Marana, Arizona, this 6th day of August, 2025.

_____
Vice Mayor Roxanne Ziegler

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit A

LEGAL DESCRIPTION

THAT PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL 1 (APN: 216-34-0670, 216-34-0680, 216-35-0690)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, FROM WHICH THE SOUTH QUARTER CORNER BEARS NORTH 89° 23' 59" EAST, A DISTANCE OF 2,633.70 FEET;

THENCE, UPON THE SOUTH LINE OF SAID SECTION 14, NORTH 89° 23' 59" EAST, A DISTANCE OF1,317.04 FEET, TO THE **POINT OF BEGINNING**;

THENCE, NORTH 00° 30' 10" WEST, A DISTANCE OF 1316.35 FEET;

THENCE, NORTH 89° 25' 41" EAST, A DISTANCE OF 1,317.35 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE, NORTH 89° 37'14" EAST, A DISTANCE OF 440.25 FEET;

THENCE, SOUTH 00° 22' 59" EAST, A DISTANCE OF 398.77 FEET;

THENCE, SOUTH 28° 06' 35" EAST, A DISTANCE OF 504.46 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO PALO SECO CORPORATION, AN ARIZONA CORPORATION, RECORDED IN DOCKET 4792 AT PAGE 92;

THENCE, SOUTH 54° 39' 53" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 768.37 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD, SOUTH 89° 23' 59" WEST, A DISTANCE OF 1,359.31 FEET;

THENCE, NORTH 00° 30' 10" WEST, A DISTANCE OF 30.00 FEET, TO THE **POINT OF BEGINNING.**

CONSISTING OF 2,357,045.39 SQ. FEET (54.11 ACRES±).

THE TOWN OF MARANA WILL BE RESPONSIBLE FOR MAINTAINING THE RIGHT-OF-WAY FOR LINDA VISTA BOULEVARD.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26923
ROBERT L.
LARSON
Date Signed 3-18-25
ARIZONA U.S.A.

PREPARED BY:

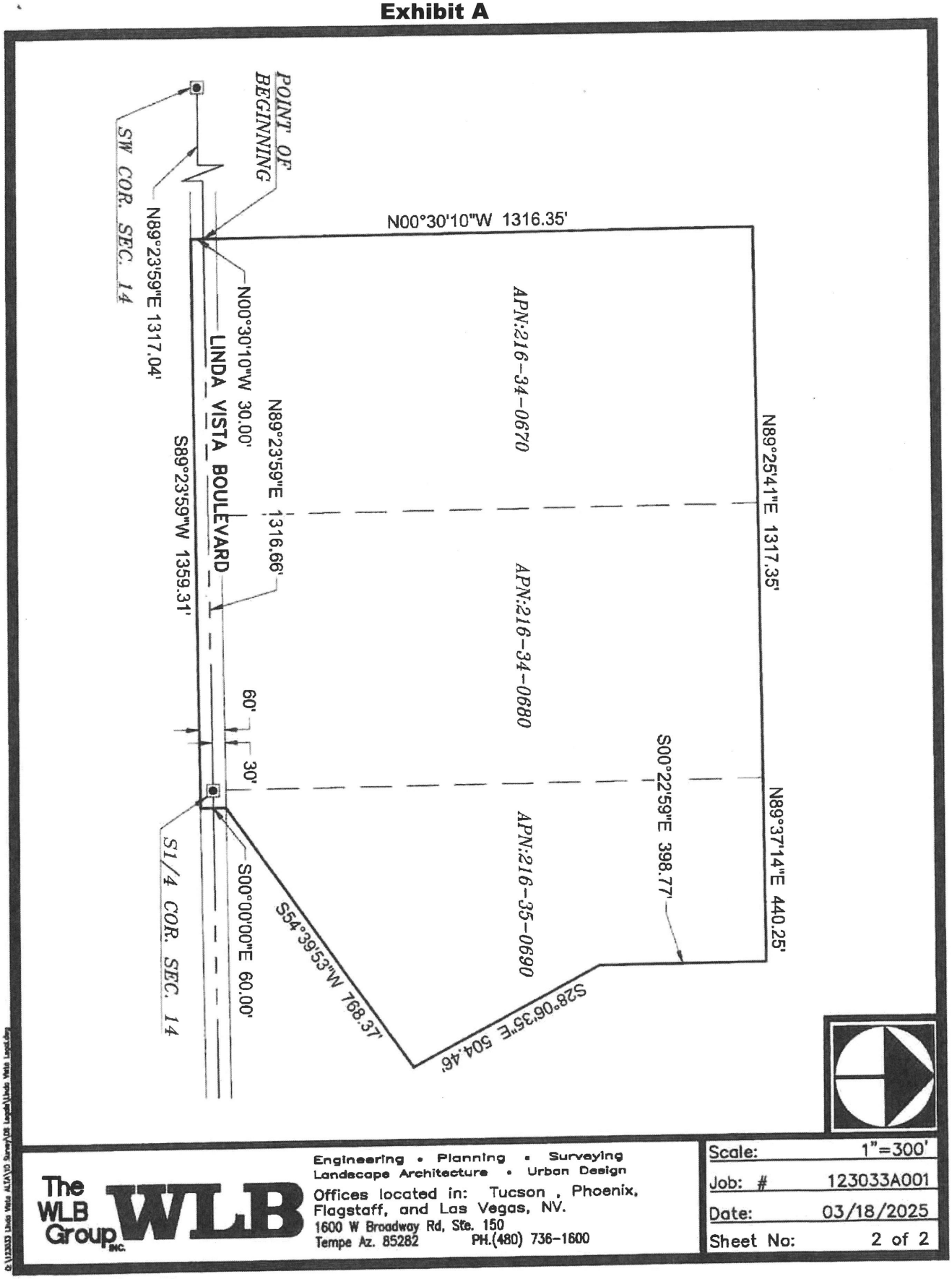
THE WLB GROUP, INC.

ROBERT L LARSON, AZ RLS 26923

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

Scale:	
Job: #	123033A001
Date:	03/18/2025
Sheet No:	1 of 2

Exhibit A



The WLB Group INC. WLB

Engineering • Planning • Surveying
Landscape Architecture • Urban Design

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

Scale:	1"=300'
Job: #	123033A001
Date:	03/18/2025
Sheet No:	2 of 2

20251840184
ANNEX
07/03/2025 09:45:05 AM Page: 1 of 5
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

AFFIDAVIT REGARDING ANNEXATION

LINDA VISTA 52 ANNEXATION

Comes now the affiant, Jason Angell, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Development Services Director of the Town of Marana and I am qualified and authorized to make this affidavit on behalf of and for the Town of Marana.
3. I conducted reasonable review and research of the records of the Office of the Clerk of the Town of Marana and of the Office of the Pima County Recorder for any annexation filing which might involve territory sought to be annexed in the Town of Marana Annexation Petition, which is filed herewith, with exhibits, in the Office of the Pima County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

Further affiant sayeth not.

Jason Angell, Development Services Director

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

Subscribed and sworn before me this 25th day of June, 2025, by Jason Angell, Development Services Director for the Town of Marana.

(Seal)

REYNA CELIS
Notary Public - Arizona
Pima County
Commission # 631961
My Comm. Exp. June 28, 2026

Notary Public

ANNEXATION PETITION

LINDA VISTA 52 ANNEXATION

TO THE HONORABLE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA:

We, the undersigned, being the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the Town of Marana in the event of annexation within the territory proposed to be annexed, which is described in the legal description and with the exterior boundaries of the territory proposed to be annexed shown on the map attached to and incorporated in this Petition as Exhibit A, said territory being contiguous to the corporate limits of the Town of Marana, request the Town of Marana to annex the described territory as provided in A.R.S. § 9-471.

PROPERTY OWNER:	WGML Investments Ltd.
PROPERTY ADDRESS:	No parcel situs address
PROPERTY DESCRIPTION: (or parcel number or legal description)	See Exhibit A, Legal Description and Map W2 SE4 SW4 EXC S30' 19.54 AC SEC 14-12-12 E2 SE4 SW4 EXC S30' 19.54 AC SEC14-12-12
AZ STATE TAX CODE #:	216-34-0670; 216-34-0680

AUTHORIZED SIGNATURES(S) _____ Date: 5/20/2025

_____ Date: _____

_____ Date: _____

_____ Date: _____

(NOTE: Each signature *must* be dated.)

ANNEXATION PETITION

LINDA VISTA 52 ANNEXATION

TO THE HONORABLE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA:

We, the undersigned, being the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the Town of Marana in the event of annexation within the territory proposed to be annexed, which is described in the legal description and with the exterior boundaries of the territory proposed to be annexed shown on the map attached to and incorporated in this Petition as Exhibit A, said territory being contiguous to the corporate limits of the Town of Marana, request the Town of Marana to annex the described territory as provided in A.R.S. § 9-471.

PROPERTY OWNER:	Post Daniel & Adele Living Tr
PROPERTY ADDRESS:	9601 N. Linda Vista Place Tucson, AZ 85742
PROPERTY DESCRIPTION: (or parcel number or legal description)	See Exhibit A, Legal Description and Map WLY PTN of SW4 SE4 13.36 AC SEC 14-12-12
AZ STATE TAX CODE #:	216-35-0690

AUTHORIZED SIGNATURES(S) Daniel W. Post Date: 6/26/2025

Adele Post Date: 06/26/2025

_____ Date: _____

_____ Date: _____

(NOTE: Each signature *must* be dated.)

Exhibit A

LEGAL DESCRIPTION

THAT PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL 1 (APN: 216-34-0670, 216-34-0680, 216-35-0690)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, FROM WHICH THE SOUTH QUARTER CORNER BEARS NORTH 89° 23' 59" EAST, A DISTANCE OF 2,633.70 FEET;

THENCE, UPON THE SOUTH LINE OF SAID SECTION 14, NORTH 89° 23' 59" EAST, A DISTANCE OF1,317.04 FEET, TO THE **POINT OF BEGINNING**;

THENCE, NORTH 00° 30' 10" WEST, A DISTANCE OF 1316.35 FEET;

THENCE, NORTH 89° 25' 41" EAST, A DISTANCE OF 1,317.35 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE, NORTH 89° 37'14" EAST, A DISTANCE OF 440.25 FEET;

THENCE, SOUTH 00° 22' 59" EAST, A DISTANCE OF 398.77 FEET;

THENCE, SOUTH 28° 06' 35" EAST, A DISTANCE OF 504.46 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO PALO SECO CORPORATION, AN ARIZONA CORPORATION, RECORDED IN DOCKET 4792 AT PAGE 92;

THENCE, SOUTH 54° 39' 53" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 768.37 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD, SOUTH 89° 23' 59" WEST, A DISTANCE OF 1,359.31 FEET;

THENCE, NORTH 00° 30' 10" WEST, A DISTANCE OF 30.00 FEET, TO THE **POINT OF BEGINNING.**

CONSISTING OF 2,357,045.39 SQ. FEET (54.11 ACRES±).

THE TOWN OF MARANA WILL BE RESPONSIBLE FOR MAINTAINING THE RIGHT-OF-WAY FOR LINDA VISTA BOULEVARD.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26923
ROBERT L.
LARSON
Date Signed 3-18-25
ARIZONA U.S.A.

PREPARED BY:

THE WLB GROUP, INC.

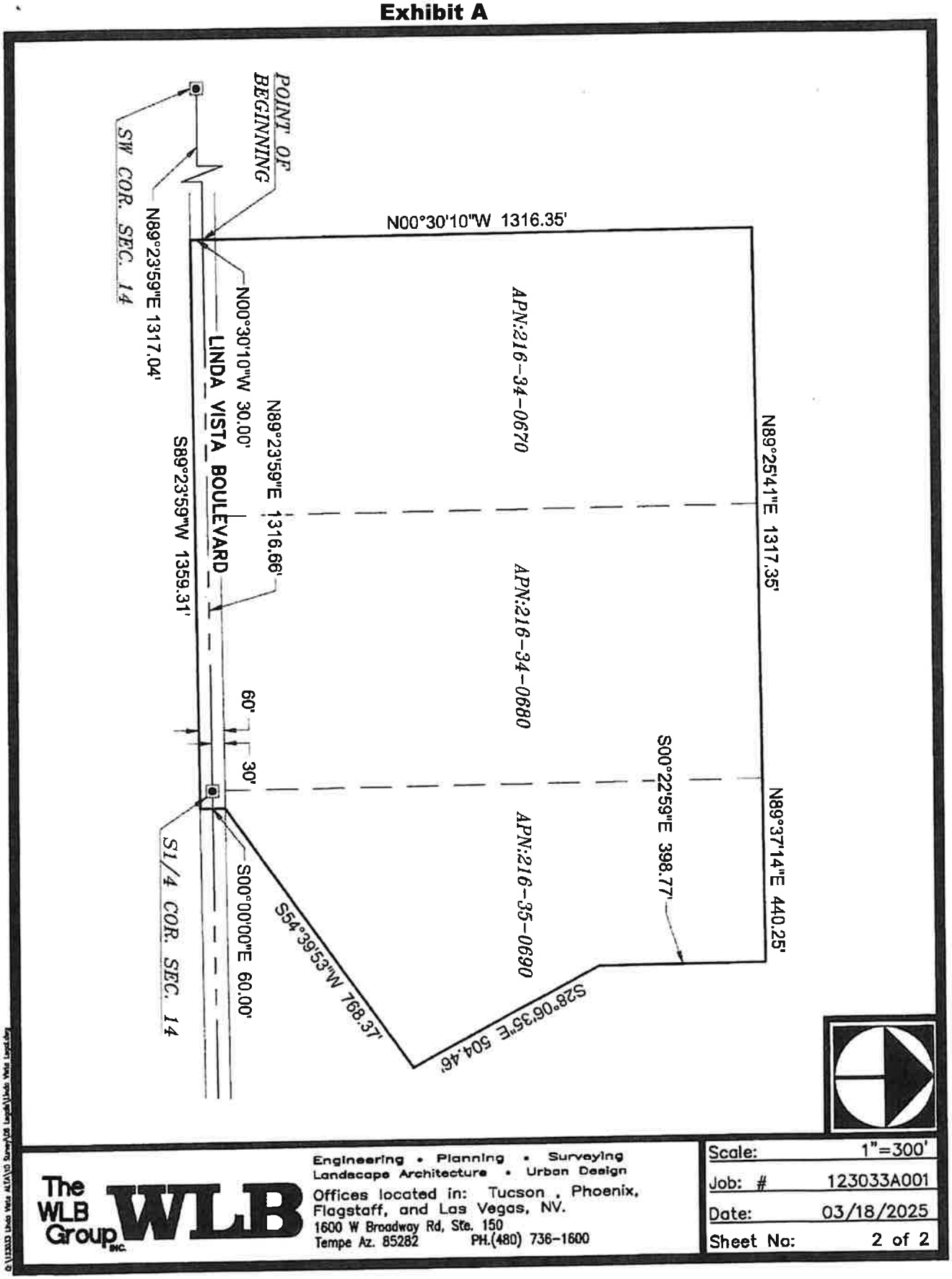
ROBERT L LARSON, AZ RLS 26923

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

Scale:
Job: # 123033A001
Date: 03/18/2025
Sheet No: 1 of 2

G:\123033\001 Linda Vista AZ\A\01 Survey\08 Legals\Linda Vista Legal.dwg

Exhibit A



The WLB Group INC. WLB

Engineering • Planning • Surveying
Landscape Architecture • Urban Design

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

Scale:	1"=300'
Job: #	123033A001
Date:	03/18/2025
Sheet No:	2 of 2

© 2023 The WLB Group INC.

Jennie De Bray
9685 N Linda Vista Pl
Tucson, AZ 85742
(520) 437-9640
jenniedebray@gmail.com

July 24, 2025

Town Clerk, Town of Marana
11555 W Civic Center Dr
Marana, AZ 85653

RE: Submission of Petition Opposing the Linda Vista 52 Annexation

I am submitting the enclosed petition on behalf of residents and stakeholders who oppose the proposed annexation and rezoning of the 52-acre property located along Linda Vista Boulevard, commonly referred to as the "Linda Vista 52."

This petition includes signatures from community members who are deeply concerned about the environmental, traffic, infrastructure, and quality-of-life impacts associated with this proposed development. We respectfully request that the Mayor and Council consider the views of the undersigned and vote against the annexation and rezoning of this land.

Please include this petition in the public record for the upcoming Town Council meeting on August 6, 2025, or any related proceedings. If additional information is needed, I am available at the contact information listed above.

Sincerely,

Jennie De Bray

Enclosure: Petition Opposing the Linda Vista 52 Annexation

RECEIVED
JUL 24 2025
Town of Marana Clerk's Office

Please Help Us Stop Marana From Over-Developing Our Beautiful Desert



RECEIVED
JUL 24 2025
Town of Marana Clerk's Office

Did You Know... Your neighbors are forming an alliance to oppose ANOTHER Huge Housing Development in YOUR back yard!!!

Marana's "Linda Vista 52" Annexation, Re-Zoning, & Development Plan

Why We're Opposed to this Annexation, Re-Zoning, & Development

- Residents of Linda Vista, Oasis, Twin Peaks, and Tortolita neighborhoods strongly oppose the Marana Linda Vista 52 Annexation, Re-Zoning, and Development Plan – on the north side of Linda Vista Blvd.
- The proposal includes 15 three-story apartment buildings with 350 units & 150 two-story home subdivisions.
- Concerns include ruining our community's character and appeal, threatens wildlife, ignores long-standing Sonoran Desert Conservation efforts, threatens our limited water supply, strains infrastructure, significantly increases traffic, and hurts our property values.

Ethical Concerns

- The proposal raises serious ethical questions due to the owner of one of the properties included in this plan, Dan Post, who is the brother of Marana's Mayor, Jon Post. While Mayor Post has officially recused himself, he has still been publicly promoting, supporting, and soliciting additional landowners to join the development plan.

Impact on Property Values

- The change from suburban ranch zoning (SR) to high-density housing and multi-family apartments is expected to greatly diminish property values and privacy of surrounding parcels. Long-time homeowners fear financial insecurity due to the proposed development.

Neighborhood Character and Privacy

- The development contradicts with the existing spacious, horse-friendly environment of the neighborhood. Construction of multi-family apartments and rental homes threatens privacy, security, wildlife, and natural desert views.

Infrastructure and Public Safety

- Planned developments will lead to significantly increased traffic congestion, noise pollution, light pollution, and higher crime risks. The roads cannot handle the amount of increased traffic and will add to delays for all of our commutes. There are also serious concerns about the strain on municipal services (Fire, Police, Utilities, Water) and our community's overall quality of life.

Environmental Concerns

- The development threatens local wildlife and the fragile Sonoran Desert ecosystem. Water supply to neighboring private wells will be seriously threatened. The development will significantly impede wildlife migration routes, desecrate protected species habitat, Important Riparian Areas (IRA), and water flow through local washes and waterways, which are vital to the health of our fragile Sonoran Desert.

Community Demands

- Residents demand the immediate rejection of the Linda Vista 52 Annexation Proposal and any subsequent Re-Zoning/Development to maintain the integrity of this critically vital ecological area.
- We call for the relocation of the development to a less detrimental area. Additionally, the preservation and protection of existing suburban ranch (SR) zoning against future re-zoning threats.
- An independent review of the proposal and actions taken by Marana's Mayor Post after his "recusal" is requested to address widespread community concerns and investigate serious conflicts of interest involving Marana's Mayor, Jon Post, and his brother, Dan Post.



If you are interested in joining your neighbors in opposing this development plan, please join us at Marana's Town Council Meetings at 6pm on the 1st and 3rd Tuesdays of each month at the Marana Municipal Complex, 11555 W Civic Center Dr. - Arrive by 5:50pm to fill out a speaker card and you will have 3 minutes to voice your opposition and/or concerns.

If you would like to sign the petition, but cannot attend any of these meetings, please contact your neighbors who live next door to this proposed development:

Jennie DeBray
(520) 437-9640
jenniedebray@gmail.com

Cheryl Hall
(520) 440-3260
hallfam06@yahoo.com

You can also send a letter of opposition to:

- Mayor, Jon Post: JPost@MaranaAZ.gov
- Vice Mayor, Roxanne Ziegler: RZiegler@MaranaAZ.gov
- Councilmember, Herb Kai: HKai@MaranaAZ.gov
- Councilmember, John Officer: JOfficer@MaranaAZ.gov
- Councilmember, Patti Comerford: PComerford@MaranaAZ.gov
- Councilmember, Patrick Cavanaugh: pcavanaugh@maranaaz.gov
- Councilmember, Teri Murphy: tmurphy@maranaaz.gov
- Town Manager, Terry Rozema: townmanager@maranaAZ.gov
- Development Services Director, Jason Angell: jangell@maranaaz.gov
- Pima County Supervisor District 1, Rex Scott: rex.scott@pima.gov
- Pima County Supervisor District 3, Jen Allen: District3@pima.gov
- Jen Allen's Chief of Staff, C.J. Boyd: CJ.Boyd@pima.gov
- Pima County Board of Supervisors Group Email: COB_mail@pima.gov
- Pima County Development Services Department: dsdpermits@pima.gov

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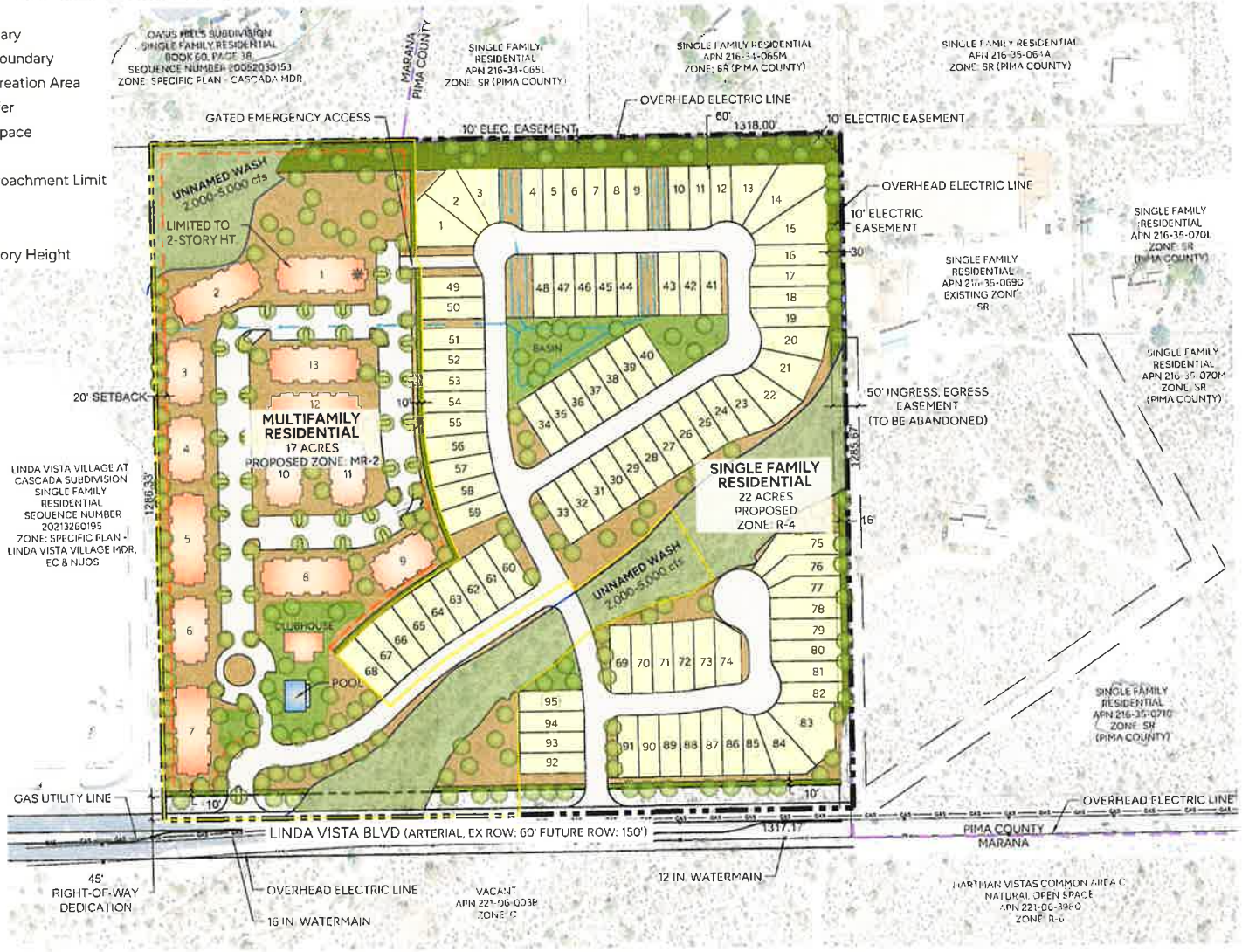
Jennie DeBray
(520) 437-9640
jenniedebray@gmail.com

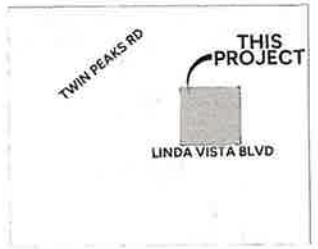
Cheryl Hall
(520) 440-3260
hallfam06@yahoo.com

You can also send a letter of opposition to:

- Mayor, Jon Post: JPost@MaranaAZ.gov
- Vice Mayor, Roxanne Ziegler: RZiegler@MaranaAZ.gov
- Councilmember, Herb Kai: HKai@MaranaAZ.gov
- Councilmember, John Officer: JOfficer@MaranaAZ.gov
- Councilmember, Patti Comerford: PComerford@MaranaAZ.gov
- Councilmember, Patrick Cavanaugh: pcavanaugh@maranaaz.gov
- Councilmember, Teri Murphy: tmurphy@maranaaz.gov
- Town Manager, Terry Rozema: townmanager@maranaAZ.gov
- Development Services Director, Jason Angell: jangell@maranaaz.gov
- Pima County Supervisor District 1, Rex Scott: rex.scott@pima.gov
- Pima County Supervisor District 3, Jen Allen: District3@pima.gov
- Jen Allen's Chief of Staff, C.J. Boyd: CJ.Boyd@pima.gov
- Pima County Board of Supervisors Group Email: COB_mail@pima.gov
- Pima County Development Services Department: dsdpermits@pima.gov

REVISED PRELIMINARY DEVELOPMENT PLAN (LINDA VISTA 39)





NOTES

Project Acreage: 39.08 AC
Parcels: 216-34-0670 & 216-34-0680
Jurisdiction: Marana
Existing General Plan Designation: Low Density Residential
Existing Zoning: R-144
Existing Use: Vacant
Proposed General Plan Designation: Traditional Neighborhood
Proposed Zoning: R-4 & MR-2
Proposed Uses:

Single Family Residential
Area: 22.08 AC (Includes ROW dedication)
Proposed Lots: 95
Proposed Density: 4.3 RAC
Minimum Lot Size: 40 FT x 120 FT
Building Height: 30 FT
Recreation Area Required: 0.86 AC (400 SF per lot)
Recreation Area Provided: 0.97 AC
Natural Open Space: 1.39 AC

Multifamily Residential
Area: 17.0 AC (Includes ROW dedication)
Units: 306
Max Density: 18.0 RAC
Proposed Density: 18.0 RAC
Max. Building Height: 35 FT - 3 Stories
Parking Required: Flexible Marana Standards
Parking Provided: 306 Stalls
Recreation Area Required: 0.70 AC (100 SF per Unit)
Recreation Area Provided: 0.70 AC
Natural Open Space: 2.97 AC

Right-of-Way Dedication: 1.12 AC

REVISED PRELIMINARY DEVELOPMENT PLAN (LINDA VISTA 13)



NOTES

Project Acreage: 13.4 AC
Parcels: 216-35-0690
Jurisdiction: Pima County
Existing General Plan Designation: Low Density Residential
Existing Zoning: R-144
Existing Use: Vacant
Proposed General Plan Designation: Traditional Neighborhood
Proposed Zoning: R-4

SINGLE FAMILY RESIDENTIAL

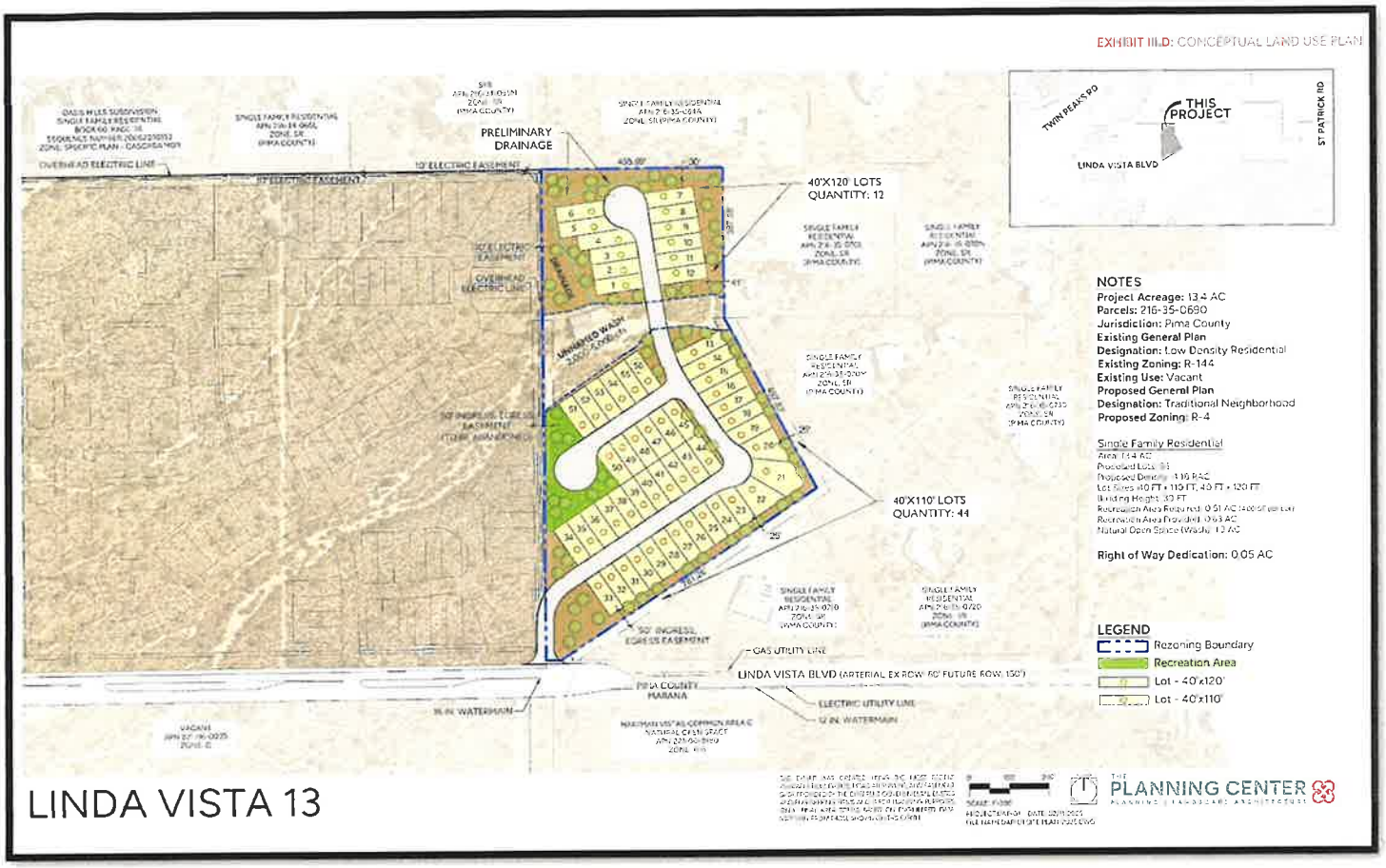
Area: 13.4 AC
Proposed Lots: 47
Proposed Density: 3.5 RAC
Lot Size: 40 FT x 110 FT
Building Height: 30 FT
Recreation Area Required: 0.47 AC (436 SF per Lot)
Recreation Area Provided: 0.59 AC
Natural Open Space (Wash): 1.3 AC

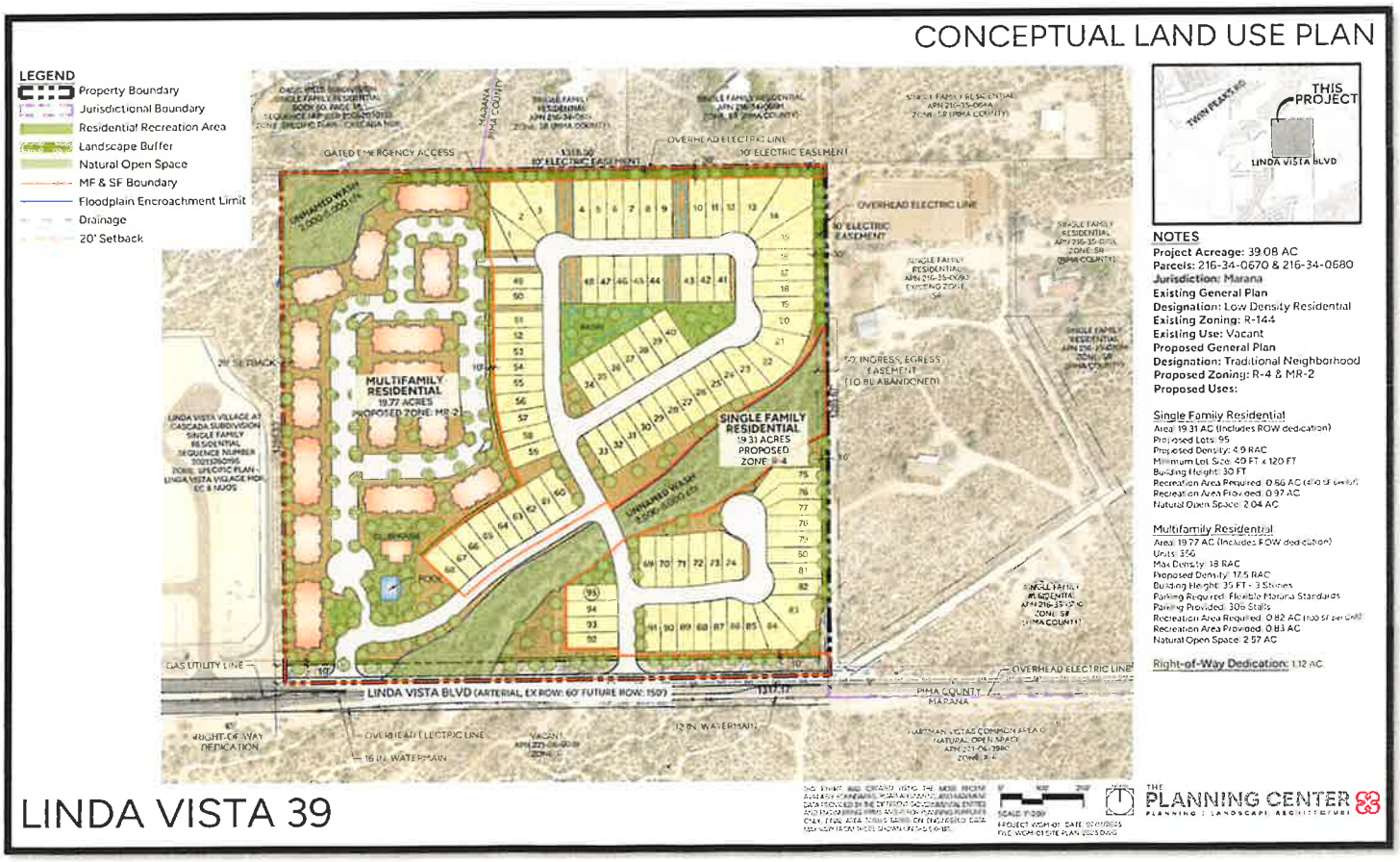
Right of Way Dedication: 0.05 AC

LEGEND

- Rezoning Boundary
- Recreation Area
- Lot - 40'x110'
- Landscape Buffer
- Jurisdictional Boundary

Plans for "Linda Vista 52" – Two Separate Developments





"Linda Vista 52" Annexation & Development Location



Thank you for your support!!!

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
1	4/24/25	Mark Brazier	9630 N. Linda Vista Pl.	Mark Brazier
2	4/24/25	Robert & Ellen Pulver	5550 W. Linda Vista Blvd.	
3	4/24/25	William Cohen	9710 N Linda Vista Pl	
4	4-24-25	Angela Cohen	9710 N. Linda Vista Pl	
5	4/24/25	David DeBray	9685 N. Linda Vista Pl.	
6	4/24/25	JEFF ROBERTS	5869 W. OASIS RD	
7	4-24-25	Linden Roberts	5869 W. Oasis Road	
8	4/24/25	Jeanette DeBray	9685 N. Linda Vista Pl.	Jeanette DeBray
9	4/24/25	Kirk & Cheryl Hall	9705 N. Linda Vista Pl.	
10	4/24/25	KIRK Hall	9705 N. Linda Vista Pl	
11	4/26/25	ANTHONY JONES	9725 N. LINDA VISTA PL	
12	4/26/25	SABRINA JONES	9725 N LINDA VISTA PL	
13	4/27/25	Marlena Criss	5821 W Oasis Rd	Marlena Criss
14	4/27/25	Michael S Criss	5821 W Oasis Rd	
15	4-26-25	Don Hall	5751 W. OASIS Rd	DON HALL

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
16	4/27/25	Thomas A. Clark	5261 W. Oasis Rd.	Thomas A. Clark
17	4/27/25	Scott Hawes	5721 W. Oasis Rd.	
18	4-27-25	Jean Hawes	5721 W Oasis Rd	Jean Hawes
19	4-27-25	John Harkey	9690 N. Linda Vista Place	
20	4.27.25	Michele Harkey	9690 N. Linda Vista Pl.	Michele J Harkey
21	4-27-25	ANITA CONKA	5605 W OASIS	
22	4-27-25	TED COHEN	5567 W OASIS	
23	4-27-25	DONNA COHEN	5567 W. OASIS RD.	
24	4-27-25	ERIC C PEARCE	5525 W OASIS RD	
25	4-27-25	Cathy Pearce	5525 W Oasis Rd	Pearce
26	4-28-25	R.M. STEPHENS	5575 W. OASIS RD.	R M Stephens
27	5-1-25	SERGIO CANTOLI	9757 N. BLUE BONNET	
28	5-1-2025	Kathy Cantoli	9757 N. Blue Bonnet	Kathy Cantoli
29	5-1-2025	CARLOS ORNELAS	9855 N. BLUE BONNET	
30	5-1-2025	Kate Lundahl	5351 W Oasis Rd	

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
31	5-1-25	RICHARD AMSAHC	5351 W. OASIS Rd	
32	5/3/25	Renée Gowdy	5455 W Oasis Rd	R R Gowdy
33	5-3-25	ROD GOWDY	5455 W Oasis Rd	R Gowdy
34	5-6-25	Randy Karrer	5853 W. Oasis Rd.	
35	5-6-25	Linda Jimenez	5837 W. Oasis Rd	Linda Jimenez
36	5-6-25	Ed Jimenez	5837 W. Oasis Rd	
37	5-7-25	LILLIAN BRANTLEY-THOMPSON	5511 W. OASIS RD	
38	5-7-25	JIMMY THOMPSON	5511 W. OASIS RD	
39	5-8-25	Kristin C. Smith	9933 N. Quail LN.	Kristin C. Smith
40	5-8-25	Susan D. PARRISH, Ph.D.	5542 W. Oasis Rd	
41	5-8-25	WILLIAM A. SCHURG, Ph.D.	9860 N. Quail LN.	
42	5-8-25	Wheeler ABBett Jr	9801 n Quail Ln	
43	5-8-25	DAVID GREEN	5255 WEST OASIS	
44	5-8-25	Lori Green	5255 WEST OASIS	
45	5-8-25	Rhonda Karrer	5853 W. Oasis Rd.	Rhonda Karrer

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
46	5/8/25	John Critser	* 10735 N. Camino De Oeste	
47	5/8/25	Kristin Kearbey	* 6118 W. Bandelier Ct 85742	K. Kearbey
48	5/8/25	Teresa Curl	5310 W. Oasis Rd 85742	Teresa Curl
49	5/8/25	Kasandra Valencia	* 9804 N. Palo Duramdo	
50	5/8/25	Kyle Velasco	* 9801 N. Palo Duramdo	
51	5/8	CATHY ABBETT	9801 N General Jan Cathy abbett	
52	5/8/25	Kathleen Mcclary	* 10880 N. Sandra Rd. 85742	Kathleen A Mcclary
53	5/8/25	Sue Cutler	* 10905 N. Sandra Rd 85742	Sue E Cutler
54	5/9/25	Kathleen M Ford	9875 N. Quail Ln 85742	Kathleen M Ford
55	5/10/25	Margaret C. Brown	4865 W. Sumter	Margaret C. Brown
56	5/10/25	Raymond Brown	4865 W, Sumter Dr	Raymond Brown
57	5/10/25	JOHN CLELLAND	4751 W OASIS RD	
58	5/10/25	Malinda Clelland	4351 W. Oasis Rd.	
59	5/10/25	Judith Stout	9920 N Quail Rd	
60	5/14/25	Robert Seppey	6928 N. Spring Wagon Dr	

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
61	5/14/25	Debra Seppey	6928 N. Spring Wagon Dr.	Debra Seppey
62	5/14/25	MARIAN MUNSINGER	9849 N ~~Mesa~~ St Patric	Marian Munsinger
63	5-15-25	Kirsten Dawson	2600 W Ina Rd Tucson AZ 85741	
64	5-15-25	Claudia Molina	10833 N oracle Rd Tucson, AZ 85737	Claudia Molina
65	5-15-25	Gael Garcia	3053 N Scure DR Tucson, AZ 85705	
66	5.15.25	Victoria Hibbs	6318 W Calle Bilboa Tucson AZ 85742	Victoria Hibbs
67	5-15-25	Meredith Jimenez	9518 N Stonebrook Cdc Tsn Az 85743	
68	5-15-25	Stephanie McLarty	8986 N. Valhalla Dr. Tucson, AZ 85743	Stephanie McLarty
69	5-15-25	Araceli Remington	10294 W Zimmerman St. Tucson Az 85653	Araceli Remington
70	5/15/25	Leanne Estrella	11765 N. Raphael Way Tucson AZ 85742	
71	5/18/25	John Holley	5556 W. OASIS Tucson AZ 85742	
72	5/18/25	Melody Holley	5552 W. Oasis Rd Tucson, AZ 85742	
73	5/19/25	Josie Akowski	3825 W Potvin Lane Tucson Az 85742	
74	5/19/25	Ivan Akowski	3825 W Potvin Ln Tucson Az 85742	

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE	
X	5/14/25	Debra Segsey	6928 N. Spring Wagon Dr.	Debra Segsey	DUPLICATE ✓
X	5/14/25	MARIAN MUNSINGER	9849 N St Patrick	Marian Munsinger	✓
X	5-15-25	Kirsten Dawson	2600 W Ina Rd Tucson 85741		✓
X	5-15-25	Claudia Molina	10833 N oracle Rd TUCSON, AZ 85737	Claudia Molina	✓
X	5-15-25	Gael Garcia	3053 N Score DR TUCSON, AZ 85705		✓
X	5.15.25	Victoria Hibbs	6318 W Calle Bilboa Tucson AZ 85742	Victoria Hibbs	✓
X	5-15-25	Meredith Jimenez	9518 N Stonebrook Cdc Tsn Az 85743		✓
X	5-15-25	Stephanie E McCarty	8986 N. Valhalla Dr. Tucson, AZ 85743	Stephanie E McCarty	✓
X	5-15-25	Araceli Remington	10294 W Zimmerman St. Tucson Az 85653	Araceli Remington	✓
X	5/15/25	Leanne Estrella	11765 N. Raphael Way Tucson AZ 85742		✓
X	5/18/25	John Holley	5556 W. OASIS Tucson AZ 85742		✓
X	5/18/25	Melody Holley	5552 W. OASIS Rd Tucson, AZ 85742		✓
75	5/19/2025	Allyson Miller	9925 N. Camino de Oeste Tucson, AZ 85742		(New)
76	5/19/2025	Jeff D. Miller	9925 N. Camino de Oeste Tucson, AZ 85742		(New)

PLEASE SIGN THE FOLLOWING PAGE TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
77	5/19/25	Robert Griggs	13565 N. Nightstar Ct, Marana, AZ 85658	
78	5/27/25	Joel Watkowski	8120 E Calle Astuto Tucson AZ 85750	
79	5/27/25	Jennifer Reeves	3151 W. Calle Cisne 85746	
80	5/27/25	Gary Kojo	4211 N Pocito Pl 85705	
81	5/27/25	Ollie Hwy	9701 E Quail Pl. 85748	
82	5/27/25	Andrea Moreno	6908 E. Princeton Dr. 85710	
83	5/30/25	Rhonda Dewey	5151 W Lambert Ln 85742	Rhonda Dewey
84	5-30-25	Erik Nichols	7980 N Sandy Desert Trail	
85	5/30/25	Crystal Thurman	7980 N. Sandy Desert Trail Unit 2	
86	5.30.25	Jorge Navarro	2530 W. Curtis #4 85705	
87	5-30-25	Mario Carmona	5151 W Lambert Ln 85742	Mario Carmona
88	5.30.25	Alberto Navarro	2530 W. Curtis Pl #4, 85705.	
89	5.30.25	[illegible]	7980 N. Sandy desert trail	
90	6-1-25	Brandie Goode	4749 Calle Lampra Tucson 85719	Brandie Goode

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
91	30 MAY 2025	SHARON HARGRAVE	7960 N. Saint Patrick	Sharon Hargrave
92	5/30/2025	MELODY MCLAUGHLIN	7920 N. ST PATRICK RD	
93	5/30/2025	Robin McLaughlin	7920 N St Patrick Rd	
94	6/1/2025	Rhea Gowin	5055 W. Pima Farms Rd	Rhea Gowin
95	6/2/2025	Christina Sebastian	4835 W. Placita De/Quetzal	
96	6/2/2025	matthew sebastian	4835 W placita Del Quetzal	MTS
97	6/2/2025	Stephen Thompson	7985 N. St. Patrick Rd #1, Tucson, AZ	85741
98	6/2/25	Jan French	6923 N Stardust Circle, Tucson	Jan French 85718

SIGN BELOW TO OPPOSE THE LINDA VISTA 52 RE-ZONING & DEVELOPMENT PLAN
(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
99	1/26/25	Bruce Stewart	4915 W. Pima Farms Rd	
100	06/1/25	Jeannette Barragan	4915 W Pima Farms Rd	
101	6/1/25	Julianne Barragan	4915 W Pima Farms Rd	
102	6/1/25	Guadalupe Barragan	4915 W pima farms rd	
103	6/1/25	Carlos Barragan	4915 W PIMA FARMS RD	
104	6/1	CHRIS JOHNSTON	7930 N SANDY DESERT TRL	

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	DATE	NAME	ADDRESS	SIGNATURE
105	2 JUNE 2025	CHARLES HOOVER	4181 W. TURKEY LN. 85742	
106	June 2, 2025	Rosemary Hoover	4181 W Turkey Lane	
107	June 2, 2025	Emily Croft	9235 E Sellarole St	
108	June 3, 2025	Jess Hoover	4181 W Turkey Ln Tucson, AZ	

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	DATE	NAME	ADDRESS	SIGNATURE
109	5-29-2025	Jarrod Larte	609 E. Fastime Rd	
110	5-29-2025	Tessa Belardi	609 E. Fastime Rd	
111	5/30-25	Janice Natkowski	8120 E Calle Parrero	Janice Natkowski
112	5-3-25	Robert Pledge	10500 W Anthony	

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	DATE	NAME	ADDRESS	SIGNATURE
113	5/21/25	Catherine Crockett	4870 W Sumter Dr. Tucson, AZ 85742	Catherine Crockett
114	5/21/25	William D. Crockett	4870 W. Sumter Tucson, A.	
115	5.24-25	Philip D Clouner	9730 N Linda Vista Pl	A
116	5/24/25	Isaac Baxter	9730 N Linda vista pl	B
117	5-24-25	Ruth Baxter	9730 N Linda Vista Pl	B Ruth Baxter
118	5-31-25	Sandy Wilson	4920 N. Vista Del Cerro Ranch Rd	Sandy Wilson
119	5-31-25	RAY WILSON	4920 N. VISTA DEL CERRO RANCH RD	
120	5-31-25	Kara Tucker-Morgan	9836 N. Crook Lane	
121	5-31-25	Tanner Morgan	9836 N. Crook Lane	
122	6/1/2025	MARTHA + WILLIAM Gordon	9916 N. Niobrara Way	
123	6/1/2025	Will Gordon	9916 N. Crook LN Tucson 85742	
124	6/1/2025	Shannon Valenzuela	9883 N. Crook Ln TUCSON AZ 85742	
125	6/1/2025	VINNY VALENZUELA	9883 N. CROOK LN TUCSON AZ 85742	
126	6/1/2025	Jared Grant	9830 N. Crook Ln Tucson 85742	
127	6/1/2025	Christine Grant	9830 N. Crook Ln, Tucson, AZ 85742	Christine M. Grant

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	DATE	NAME	ADDRESS	SIGNATURE
128	6/1/25	Rosa Solano	9831 N Crook Ln Tucson	Rosa Edda
129	6/1/25	Miguel Solano	9831 N. Crook Ln Tucson	
130	6/1/25	Jom Bailey	9843 N Crook Ln Tucson, AZ 85742	
131	6/1/25	Elizabeth Bailey	9843 N. Crook Ln. Tucson Az 85742	Elizabeth Bailey
132	6/1/25	DWIGHT CARTER	9976 N Crook LN Tucson AZ 85742	Dwight Carter
133	6.1.25	CAROLYN CARTER	9976 N. CROOK LN AZ. 85742	Carolyn Carter
134	6.1.25	Ian Mac Donald	9957 N Crook ln 85742	
135	6.1.25	BARBARA MACDONALD	9957 N Crook Ln 85742	BMacDonald
136	6/1/25	Stephen Ziel	9846 N Niobrara Way 85742	SHZ
137	6/1/25	Melissa Ziel	9846 N. Niobrara Way 85742	Melissa Ziel

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(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
138	06/02/25	CANDICE KRAIZER	4575 W OASIS RD TUCSON AZ 85742	
139	6/3/25	Carole Nash	10030 N. INDIAN DRIVE TUCSON, AZ 85742	
140	6/3/25	Gary Nash	10030 N. INDIAN DRIVE TUCSON, AZ 85742	
141	6/4/25	Ryan Morse	4105 W Aerie Dr 31103 Tucson AZ 85741	
142	6/11/25	Perry Ayers	3645 W Flying Diamond Dr Tucson AZ	
143	6/11/25	Laura Ayers	3645 W Flying Diamond Dr Tucson AZ 85742	
144	6/11/25	Terry Ayers	8996 N Tigertail Way Tucson AZ 85742	

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	DATE	NAME	ADDRESS	SIGNATURE
145	6/4/25	Raymond Edwards	10080 N Quail Lane 85742	
146	6/4/25	Ivan Espinosa	5542 W Acacia Blossom Pl	Ivan Espinosa
147	6/4/25	Carol Gowler	10080 N. Quail Ln. 85742	Carol Gowler
148	6/6/25	Jon Waychoff	1879 W Indian shadow Dr	
149	6/6/25	Susan Hoover	10062 N Indian Jewel 85742	Susan Hoover
150	6-6-25	Barbara Ross	10062 N Indian Jewel Dr 85742	Barbara Ross
151	6/6/25	David K Allen	5910 W. Indian Shadow 85742	
152	6/6/25	Hsiao-Lin Worden	5760 W Indian Cloud Pl 85742	
153	6/6/25	BRYAN Love	5760 W. INDIAN Cloud Pl. 85742	
154	6/7/25	Georgia Beattie	5770 W. Indian Cloud Pl. 85742	Beattie
155	6/7/25	WARD BEATTIE	5770 W. INDIAN CLOUD PL (42)	W. Beattie
156	6/7/25	Juliana Krauss	5328 W Indian Sunrise Dr	
157	6/7/25	James Krauss	5328 W Indian Sunrise Dr	
158	6/12/25	Richard Osier	2025 W Ashbrook Dr	
159	6/12/25	Cynthia Osier	2025 W Ashbrook Dr.	

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(Print your name, address, and signature)

	DATE	NAME	ADDRESS	SIGNATURE
160	6-13-24	Charles Williams	6130 W. Desert Marigold Ln	

Marana Development Fiscal Analysis Spreadsheet

Project Name:	Linda Vista 52
Date:	7/29/2025

Quick evaluation of any development's new contribution to, and demands from, the Town of Marana.

Instructions: Enter estimates from Towny/plans/developer information in black outlined boxes.

Project Basics:			**Descriptions**
L01	Developed Acres	52	Number of acres within the development with proposed improvements
L02	New Single Family Units	212	Number of SFR units proposed within the development
L03	New Multifamily Units	-	Number of MF units proposed within the development
L04	New Commercial/Industrial Square Feet	-	Amount of commercial or industrial square footage proposed within the development

Anticipated Public Infrastructure			**Descriptions**
L05	New Public Roads	1.29	In lane miles; Linda Vista Blvd. only. Private local streets.
L06	Total Estimated Public Road Cost	$ 3,870,000	Estimated cost to replace public roads (1.0x for arterial streets, 0.75x for collector streets, 0.4x for local streetsl). Based on 2023 Town Engineer est. of $3.0 million per lane mile construction cost or developer's cost estimate. Local streets to be private.
L07	New Public Parks	-	In Acres (Parks to be private)
L08	Total Estimated Public Parks Cost	$ -	
L09	New Water Mains	1.18	In miles. Mains exist in Linda Vista Blvd. 1.18 miles of new water line for anticipated development.
L10	Total Estimated Water Main Cost	$ 1,605,391	Amount reflects calculations provided by Marana Water 7/24/2025
L11	New Sewer Mains		In Miles (Sewer to be provided by Pima County)
L12	Total Estimated Sewer Main Cost	$ -	

Estimated Year 1 Ongoing Operating Costs for Providing Services			**Descriptions**
L13	Core Town Service Costs	$ 191,648	[Est. cost to serve a SF unit ($904) x # proposed units] plus [the est. cost to serve a MF unit ($405) x # proposed units] plus [SF (commercial/industrial)/10,000 times $900]
L14	Public Road Maintenance Cost	$ 11,997	Total public road maintenance estimates provided by Marana Public Works
L15	Public Park Maintenance Cost	$ -	Total public park maintenance costs estimate at $13,000 per acre
L16	Water Main Maintenance Cost	$ 171,540	O/M cost derived from spreadsheet / table provided by Marana Water
L17	Sewer Road Maintenance Cost	$ -	Total public sewer main maintenance costs estimate at $33,057 per mile
L18	Total Annual Town Cost	$ 375,185	Sum of estimated annual Town infrastructure cost and estimated annual Town service costs based on Year 1 value

Contribution to Paying for Town Services			**Descriptions**
L19	Land Market Value	$ 751,601	Limited Net Assessed Value per Pima County (most recent market land value, excluding exemptions) - **PRIMARILY FOR CFD's**
L20	Estimated New Development Market Value	$ 88,433,214	Projected value of new development (per the developer) - **PRIMARILY FOR CFD's**
L21	Total Estimated Taxable Value	$ 89,184,815	Sum of land value and new development value - **PRIMARILY FOR CFD's**
L22	Property Tax Rate	$ -	Current Town property tax rate (CFD M&O only) - **PRIMARILY FOR CFD's**
L23	Expected Year 1 Property Tax	$ -	Tax rate applied to the total taxable value
L24	Expected Property Taxes over 40 years	$ -	Year 1 property tax value extrapolated over 40 year timeframe with 5% annual escalation
L25	Expected New Taxable Sales Revenues	$ -	Expected annual taxable revenue from sales (per developer)
L26	Sales Tax Rate	2.00%	Current Town sales tax rate (excluding current temp 0.5%)
L27	New Annual Sales Tax to Town	$ -	Sales tax rate applied to the expected annual taxable sales within the development
L28	Expected Shared Revenues for Town	$ 281,021	Shared revenue estimate [#SF units *2.7 people per SF * $491] [*2.3 people for MFR]
L29	Expected Sales Taxes Generated from New Homes	$ 132,797	Sales tax estimate generated from new homes [#SF units *2.7 people per SF * $232] + #MFR units *2.3 people per MFR *$232]
L30	Expected Water rate revenue to Town	$ 150,096	Average water rate revenue estimated at $59 per SFR per month for 12 months
L31	Expected Sewer rate revenue to Town	$ -	Average sewer rate revenue estimated at $0 per SFR per month for 12 months
L32	Year 1 Contribution to Town	$ 563,913	Sum of expected property tax and sales tax to the Town for Year 1 with all residents present

Productivity			**Descriptions**
L33	Estimated Taxable Value Per Acre	$ 1,715,092.59	Total Estimated Taxable Value divided by total acres
L34	Estimate Net Value Per Acre	$ 1,640,669.51	Total Estimated Taxable Value minus Public Road Replacement Cost, divided by total acres
L35	Annual Project Net Revenue	$ 188,729	Difference between the annual contribution to the Town and total annual Town cost (based on Year 1 values), excluding Year 1 infrastructure replacement
L36	Gain/(Loss) over 40-year period	$ 8,428,842	Total escalated expected revenue (5%) minus (escalated Town infrastructure cost (4%) plus escalated annual Town service costs (5%)) over 40 years
L37	Revenue to Cost Ratio	1.50 : 1	Year 1 estimated revenue divided by the annual cost to the Town (>1:1 is net positive)
L38	Private to Public Ratio	23.0 : 1	Total taxable value divided by total estimated road replacement cost (20:1 is net positive target)
L39	Est Years to cover public liabilities	36	# of years from escalated cumulative tax revenues to cover total escalated public road replacement cost

Public Infrastructure Replacement			**Descriptions**
L40	Estimated Year 1 Public Road Infrastructure Cost	$ 96,750	Total public road replacement cost divided by the number of years (40 on average) before infrastructure needs to be completely replaced
L41	Total Escalated Public Road Replacement Cost	$ 11,687,490	Year 1 public road cost extrapolated over 40 year timeframe with 5% annual escalation
L42	Estimated Year 1 Public Parks Infrastructure Cost	$ -	Total public parksreplacement cost divided by the number of years (40 on average) before infrastructure needs to be completely replaced
L43	Total Escalated Public Parks Replacement Cost	$ -	Year 1 public parks cost extrapolated over 40 year timeframe with 5% annual escalation
L44	Estimated Year 1 Water Main Infrastructure Cost	$ 32,108	Total water main replacement cost divided by the number of years (50 on average) before infrastructure needs to be completely replaced
L45	Total Escalated Water Main Replacement Cost	$ 6,721,676	Year 1 water main cost extrapolated over 50 year timeframe with 5% annual escalation
L46	Estimated Year 1 Sewer Infrastructure Cost	$ -	Total sewer main replacement cost divided by the number of years (50 on average) before infrastructure needs to be completely replaced
L47	Total Escalated Sewer Replacement Cost	$ -	Year 1 sewer main cost extrapolated over 50 year timeframe with 5% annual escalation

Council-Regular Meeting **D2**

Meeting Date: 08/06/2025

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

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

Date: August 6, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-075: Relating to Tourism; supporting Ironwood Forest National Monument and opposing a reduction of its boundaries for resource extraction (Terry Rozema)

Discussion:

Ironwood Forest National Monument (IFNM) is one of multiple monuments across the United States identified by the White House as potentially subject to size reduction to allow for expanded resource extraction.

The IFNM plays a vital role in our region's ecotourism economy, particularly for Marana, as two of the primary access points to the monument are through our community. In recognition of the monument's importance, the Town of Marana issued a formal proclamation recognizing Ironwood Forest Day on June 9, 2025.

This resolution reaffirms the Town of Marana's support for the designation of the original boundary of the IFNM and directs the Town Manager and staff to communicate the Town's opposition to shrinking the boundaries of the IFNM and opening of those areas to resource extraction, mining exploration, and potential development.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-075.

Suggested Motion:

I move to adopt Resolution No. 2025-075; supporting Ironwood Forest National Monument and opposing a reduction of its boundaries for resource extraction.

Attachments

Resolution No. 2025-075

MARANA RESOLUTION NO. 2025-075

RELATING TO TOURISM; SUPPORTING IRONWOOD FOREST NATIONAL MONUMENT AND OPPOSING A REDUCTION OF ITS BOUNDARIES FOR RESOURCE EXTRACTION

WHEREAS on June 9, 2000, the Ironwood Forest National Monument (the IFNM) was created by Presidential proclamation to be managed by the Bureau of Land Management (BLM); and

WHEREAS the IFNM is a richly biodiverse and quintessential Sonoran Desert habitat only a short drive from Downtown Marana that encompasses 189,713 acres and parts or all of seven mountain ranges, thus preserving a vast area in its natural wild state for the public interest; and

WHEREAS the two main gateways to the IFNM are through the Town of Marana; and

WHEREAS the IFNM is an important contributor to the Town of Marana's travel, tourism, and outdoor recreation industries, with an estimated 100,000 visitors each year; and

WHEREAS the IFNM's landmarks, including Ragged Top Mountain, are visible from many parts of the Town of Marana and form part of the region's landscape character; and

WHEREAS the Silver Bell Mountains support the Sonoran Desert's highest known density of ironwood trees, which can live for over 800 years and provide critical shade for other iconic species such as the saguaro cactus and its blossom, the official state flower of Arizona; and

WHEREAS this area protects the last viable bighorn sheep herd indigenous to the Tucson basin, an iconic species in Southern Arizona for hikers, sportsmen, researchers, and other groups; and

WHEREAS the IFNM is an integral part of the connected landscape of Southern Arizona, which includes protected federal, state, and local government lands that conserve Sonoran Desert habitat and wildlife corridors; and

WHEREAS the Mayor and Council of the Town of Marana find that the designation and protection of IFNM is in the best interests of the Town, its residents, and its visitors.

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

SECTION 1. The Town of Marana reaffirms its support for the national designation of the IFNM.

SECTION 2. The Town opposes any action that would reduce the boundaries of the IFNM or compromise its ecological value.

SECTION 3. The Town calls on Arizona's Congressional Delegation to retain the full designation and protections afforded to the IFNM.

SECTION 4. The Town Manager and staff are hereby directed to communicate the Town of Marana's position to Arizona's Congressional Delegation and the appropriate federal agencies, expressing support for the IFNM and opposition to shrinking the boundaries of the IFNM and subsequent opening of areas within the IFNM to resource extraction, mining exploration, and potential development.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of August, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney