The agenda for the May 5, 2026 Town Council meeting was posted on Thursday, April 30, 2026.
Due to an administrative oversight, the supporting Council packet materials were not posted at that time.
The packet materials were posted online on May 8, 2026.

MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 5, 2026, 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 May 5, 2026, 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. Added or revised language appears 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. Public access to the Council Chambers begins 20 minutes prior to the start of the meeting.

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 and deliver it to the Town Clerk.

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 and deliver it to the Town Clerk. 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

P1 Proclamation Recognizing Public Works Week (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. 2026-026 : Relating to Public Works; approving and authorizing the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the Town of Marana for design review for the final design reconstruction of the rail crossing for Cortaro Farms Road interchange at Interstate 10 (Jane Fairall)

C2 Resolution No. 2026-027: Relating to Utilities; approving and authorizing the Mayor to sign (1) the Agreement Regarding Sewage Conveyance and Treatment Services between Pima County and the Town of Marana and (2) the Pima Association of Governments (PAG) 208 Plan DMA Boundary Revision, dated April 2, 2026, for the Marana Designated Management Agency (Mike Osborne)

C3 Approval of Regular Council Meeting Summary Minutes of April 21, 2026 (Jill McCleary)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Resolution No. 2026-028: Relating to Community and Neighborhood Services; approving and adopting the Town of Marana Plan Year 2026 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)

A2 Resolution No. 2026-029 : Relating to Development; approving and authorizing the Mayor to execute the Second Amendment to the Amended and Restated Vanderbilt Farms Development Agreement (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

D2 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)

D3 Relating to Budget; discussion, direction and possible action regarding development of fiscal year 2026/2027 budget, including proposed budget initiatives and expenditures (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 **P1**

Meeting Date: 05/05/2026

To: Mayor and Council

From: Debbie Thompson, Deputy Town Clerk

Date: May 5, 2026

Subject: Proclamation Recognizing Public Works Week (Jill McCleary)

Attachments

Proclamation Recognizing the Public Works Week

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing National Public Works Week

WHEREAS, public works provides services in our community that are an integral part of the lives of our citizens; and

WHEREAS, state and local governments are responsible for designing, constructing, reconstructing, operating, and maintaining transportation systems, water and wastewater systems, public parks, public buildings, and other structures and facilities essential to serving their citizens; and

WHEREAS, the health, safety, and comfort of this community greatly depends on public works facilities and services; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the understanding of informed citizens regarding the important work they perform; and

WHEREAS, the year 2026 marks the 66th Annual National Public Works Week. The theme for this week is "Rooted in Service, Powered by Community" which shines a spotlight on the way public works professionals advance our quality of life ; and

NOW, THEREFORE, I, Jon Post, Mayor of the Town of Marana, do hereby proclaim May 17 - 23, 2026 as National Public Works Week and call upon all citizens and civic organizations to acquaint themselves with the issues involved in supporting public works and to recognize the contributions that public works personnel make to provide the infrastructure required to sustain the comfort , health, safety, and well-being of our community.

Dated this 5th day of May, 2026.

ATTEST:

Jill McCleary, Town Clerk

MARANA AZ

Jon Post, Mayor

Council-Regular Meeting **C1**

Meeting Date: 05/05/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: May 5, 2026

Strategic Plan Focus Area:
Vibrant Community, Proactive Public Services

Strategic Plan Focus Area Additional Info:
Vibrant Community
GOAL: PROVIDE A SAFE AND CONNECTED MULTI-MODAL TRANSPORTATION SYSTEM TO SUPPORT THE MOBILITY NEEDS OF PRESENT AND FUTURE RESIDENTS.
STRATEGY: Update the Transportation Master Plan to reflect community needs and to support a Complete Streets approach to street design.
STRATEGY: Improve safety for people using all modes of travel by implementing programs, policies, educational resources, and infrastructure improvements to minimize traffic congestion.

Proactive Public Services
GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER.

Subject: Resolution No. 2026-026 : Relating to Public Works; approving and authorizing the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the Town of Marana for design review for the final design reconstruction of the rail crossing for Cortaro Farms Road interchange at Interstate 10 (Jane Fairall)

Discussion:

The Town has been awarded a Railroad Crossing Elimination (RCE) Grant for the final design reconstruction of the rail crossing for Cortaro Farms Road interchange at Interstate 10 (I-10) (the "Project"). The proposed intergovernmental agreement (IGA) with the State of Arizona, acting by and through its Department of Transportation (ADOT), will facilitate design review of the Project by the Town and ADOT. Pursuant to the terms of the IGA, the Town will administer the preparation of the Design Concept Report (DCR), Environmental Assessment (EA), Final Design plans, specifications, and construction cost estimate (PS&E), and the acquisition of all right-of-way for the Project. The State will provide oversight, reviews and approvals throughout the design of the Project within the State's right of way and/or access control (the "Design Review").

Upon execution of the IGA, ADOT will invoice the Town for the Design Review cost, estimated at $260,000, as shown in Exhibit A to the IGA. If actual Design Review costs exceed $260,000, the Town will be responsible for paying for the additional costs. If the final Design Review cost is less than the initial estimate, the difference between the final cost and the initial estimate will be de-obligated or otherwise released from the Project; the Town will determine and notify ADOT if the excess funding will be refunded or will be made available for construction. The IGA shall remain in full force and effect until completion of the Design Review and all related deposits and/or reimbursements are made.

Construction will be addressed in a separate agreement when necessary.

Financial Impact:

All amounts to be paid under the IGA will be funded from existing budget capacity from the project budget.

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2026-026; approving and authorizing the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the Town of Marana for design review for the final design reconstruction of the rail crossing for Cortaro Farms Road interchange at Interstate 10.

Attachments

Marana Resolution No. 2026-026

Exhibit A to Marana Resolution No. 2026-026

MARANA RESOLUTION NO. 2026-026

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF MARANA FOR DESIGN REVIEW FOR THE FINAL DESIGN RECONSTRUCTION OF THE RAIL CROSSING FOR CORTARO FARMS ROAD INTERCHANGE AT INTERSTATE 10

WHEREAS the Town of Marana has been awarded a Railroad Crossing Elimination (RCE) Grant for the final design reconstruction of the rail crossing for Cortaro Farms Road interchange at Interstate 10 (the "Project"); and

WHEREAS the Town and the State of Arizona, acting by and through its Department of Transportation (ADOT), desire to enter into an intergovernmental agreement (IGA) which will facilitate design review of the Project by the Town and ADOT; and

WHEREAS the Town is empowered by A.R.S. §§ 9-240 and 11-952 to enter into this IGA; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Marana for design review for the final design reconstruction of the rail crossing for Cortaro Farms Road interchange at Interstate 10, as set forth on Exhibit A attached to and incorporated within this resolution by this reference is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of May 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

ADOT CAR No.: IGA 25-0011519-I
AG Contract No.: P0012026000215
Project Location/Name: UPRR Overpass Traffic Interchange Between I-10 and Cortaro Rd
Type of Work: Design Review
Federal-aid No.: 010-D-228
ADOT Project No.: F0917 01D
TIP/STIP No.:
ALN: 20.327 – Railroad Crossing Elimination
Budget Source Item No.: 105842

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MARANA

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF MARANA, acting by and through its MAYOR and TOWN COUNCIL (the " Town" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. §9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The Local Agency has been awarded a Railroad Crossing Elimination (RCE) Grant for the final design reconstruction of the rail crossing for Cortaro Farms Road interchange at Interstate 10 (I-10), (the "Project"). The Town will administer the preparation of the Design Concept Report (DCR), Environmental Assessment (EA), Final Design plans, specifications, and construction cost estimate (PS&E), and the acquisition of all right-of-way for the Project. The State will provide oversight, reviews and approvals, throughout the design of the Project within the State's right of way and/or access control, (the "Design Review"). The Design Review cost, shown in Exhibit A, is estimated at $260,000, which includes local funds. Construction will be addressed in a separate agreement, if applicable.

4. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

    a. To comply with requirements of the federal RCE Grant.

    b. The Local Agency will advertise, select, contract with, and manage the qualified consultant who will prepare the DCR, EA, PS&E for the Project and be responsible for all costs associated with the Design Review. ADOT will participate in the consultant selection process with two representatives to be included on the Town's consultant selection committee.

    c. The final Design Review cost may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Design Review cost is less than the initial estimate, the difference between the final Project cost and the initial estimate will be de-obligated or otherwise released from the Project; the Local Agency will determine and notify ADOT if the excess funding will be refunded or will be made available for Construction. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

    a. Execute this Agreement, and be the Local Agency's designated agent for the Design Review.

    b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the initial Project Development Administration (PDA) costs, estimated at $260,000. If PDA costs exceed the estimate during the Design Review, notify the Local Agency, obtain concurrence prior to continuing with the Design Review, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Design Review. After the Design Review costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.

    c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments for the portion of the Project within ADOT's right of way and/or access control limits to ensure ADOT standards are met to the Local Agency as appropriate. ADOT will provide comments at DCR, EA, and all stage submittals of final design.

d. Issue, per established procedures of the State's SouthCentral District Permit office, a blanket Encroachment Permit for the design and pre-construction related activities by the Town within the State's right of way.

e. Review and approve all right of way and/or access control plans and exhibits within ADOT's right of way and/or access control limits ensuring ADOT standards are met.

f. Review and approve all right of way and/or access control files prior to offers being made.

g. Accept by Resolution into ADOT's transportation system, right of way and/or access control acquired by the Local Agency for purpose of construction of the Project prior to the State providing right of way clearance for the Project within ADOT's Access Control.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Design Review.

b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at $260,000. Agree to be responsible for actual PDA costs, if during Design Review, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA within 30 days of receipt of an invoice.

c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, complying with ADOT's standards for the portion of the Project within ADOT's right of way and/or access control, including scoping/design plans and documents required by FRA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.

d. All submittals within ADOT's right of way and/or access control shall adhere to the requirements of State/ADOT Stage Deliverables Checklist provided as a reference on the State/ADOT website and shall include all appropriate reports; i.e., Geotech, Pavement Design, and Traffic. A Checklist must be included with every submittal.

e. Allow for a four week review period by the State for the Stage IV and Stage V submittals.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

g. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all planning and design review related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

h. Request and maintain, per established procedures of the State's SouthCentral District Permit office, a blanket Encroachment Permit for the design and pre-construction related activities by the Town within the State's right of way.

i. Acquire all right of way and/or access control required for the Project and be responsible for all acquisition costs.

j. Select a consultant that is familiar with ADOT's right of way survey and plans standards, acquisition process and the Uniform Act (Public Law 91-646)

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Design Review and all related deposits and/or reimbursements are made.

4. Cancellation. This Agreement may be canceled at any time, so long as the canceling Party provides at least 30 days' written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete the Design Review.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-

party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FRA and FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FRA and FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Design Review. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement,

this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Marana
Fausto Burruel
5100 W Ina Road
Marana, AZ 85743
520.382.2676
fburruel@maranaaz.gov

For Project Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

Town of Marana
Bill Buntin
5100 W Ina Road
Marana, AZ 85743
520.382.2680
wbuntin@maranaaz.gov

For Financial Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

Town of Marana
Yiannis Kalaitzidis
11555 West Civic Center Drive
Marana, AZ 85653
520.382.3493
ykalaitzidis@maranaaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

TOWN OF MARANA

By _____ Date_____
JON POST
Mayor

ATTEST:

By _____ Date_____
JILL McCLEARY
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Marana, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date_____
JANE FAIRALL
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and the Town of Marana, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

F0917 01D

The Design Review costs are estimated as follows:

ADOT Project Development Administration (PDA) Review Cost:*

Local Cost at 100% (DCR and NEPA Review)	$ 52,000
Local Cost at 100% (Initial Design Review)	52,000
Local Cost at 100% (Final Design Review)	156,000
Subtotal – PDA	**$ 260,000**
Estimated TOTAL Design Review Cost	**$ 260,000**

*Depending on the task, reviews will be performed by Bridge, Contracts and Specs, SouthCentral District, Environmental Planning Group, Materials, Project Management, Right of Way, Roadway Design, Drainage, Traffic, ITS/FMS, or Utilities and Railroad technical areas

Council-Regular Meeting **C2**

Meeting Date: 05/05/2026

To: Mayor and Council

Submitted For: Mike Osborne, Water Deputy Director

From: Mike Osborne, Water Deputy Director

Date: May 5, 2026

Strategic Plan Focus Area:
Proactive Public Services, Healthy Lifestyles

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2026-027: Relating to Utilities; approving and authorizing the Mayor to sign (1) the Agreement Regarding Sewage Conveyance and Treatment Services between Pima County and the Town of Marana and (2) the Pima Association of Governments (PAG) 208 Plan DMA Boundary Revision, dated April 2, 2026, for the Marana Designated Management Agency (Mike Osborne)

Discussion:

The Town of Marana is requesting revision of the Town's Designated Management Agency (DMA) area boundary to include the proposed Saguaro Bloom Blocks 9 and 10. The approximately 40-acre area in question, identified as "DMA Area 3" in supporting documents, is currently inside Pima County's DMA. Pima County has identified that connection to the Town of Marana's sewer system is a viable alternative to the County constructing infrastructure to serve this area. In accordance with Pima Association of Governments (PAG), DMA modifications must undergo a Coordination Process (Process B) which requires support of affected DMAs for boundary modifications to take place. Pima County has shown its support of the Town's DMA boundary modification and has been working with the Town and PAG through this process. This process includes formal agreement between the DMAs as well as an agreed-upon modified DMA boundary map issued by PAG.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-027.

Suggested Motion:

I move to adopt Resolution No. 2026-027, Relating to Utilities; approving and authorizing the Mayor to sign (1) the Agreement Regarding Sewage Conveyance and Treatment Services between Pima County and the Town of Marana and (2) the Pima Association of Governments (PAG) 208 Plan DMA Boundary Revision, dated April 2, 2026, for the Marana Designated Management Agency.

Attachments

Marana Resolution No. 2026-027

Exhibit A To Marana Resolution No. 2026-027

Exhibit B To Marana Resolution No 2026-027

MARANA RESOLUTION NO. 2026-027

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN (1) THE AGREEMENT REGARDING SEWAGE CONVEYANCE AND TREATMENT SERVICES BETWEEN PIMA COUNTY AND THE TOWN OF MARANA AND (2) THE PIMA ASSOCIATION OF GOVERNMENTS (PAG) 208 PLAN DMA BOUNDARY REVISION, DATED APRIL 2, 2026, FOR THE MARANA DESIGNATED MANAGEMENT AGENCY

WHEREAS the Town of Marana is requesting revision of the Town's Designated Management Agency ("DMA") area boundary to include the proposed Saguaro Bloom Blocks 9 and 10; and

WHEREAS the approximately 40-acre area in question, identified as "DMA Area 3" in the documents attached to this resolution, is currently inside Pima County's DMA; and

WHEREAS Pima County has identified that connection to the Town of Marana's sewer system is a viable alternative to the County constructing infrastructure to serve this area; and

WHEREAS Pima Association of Governments ("PAG") requires DMA modification to be supported by affected DMAs before boundary modifications to take place; and

WHEREAS Pima County supports the Town's DMA boundary modification and has been working with the Town and PAG through this process; and

WHEREAS the process includes a formal agreement between the Town and Pima County along with a modified DMA boundary map; and

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

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

SECTION 1. The Agreement Regarding Sewage Conveyance and Treatment Services between Pima County and the Town of Marana, substantially in the same form

attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

SECTION 2. The Pima Association of Governments 208 Plan DMA Boundary Revision, dated April 2, 2026, for the Marana Designated Management Agency, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit B, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the boundary map.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of May, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Agreement Regarding Sewage Conveyance and Treatment Services

A. Pima County (the "County") and the Town of Marana (the "Town") operate sewage conveyance and treatment services within their respective Designated Management Agency (DMA) areas.
B. A non-party to this Agreement, DR Horton Inc., desires to develop the property currently identified by parcel numbers 216400240, 216400250, 216400260 & 21640027A by the Pima County Assessor's Office. For the purposes of this document, the project shall be referred to as ***Saguaro Bloom 9 and 10, Lots 1-174, Blocks 1-4 and Common Areas A-C*** (the "Property") as shown on the preliminary plat for the project (Exhibit A). Further, per ***PAG 208 DMA EXHIBIT for SAGUARO BLOOM "9" and "10"*** (Exhibit B), the Property is being designated as follows, with relation to the existing/proposed DMA areas:
    a. "DMA Area 1" – Portions of proposed Block 2, Common Areas "A"-"C", and all of proposed Blocks 3 and 4. This area is designated by the RED hatch and is currently within the County DMA area, lying within Section 17, Township 12S, Range 12 E and Section 18, Township 12S, Range 12E.
    b. "DMA Area 2" – All of Block 1, all or portions of proposed Block 2, Common Areas "A"-"C", and lots 1-83 and 135-174. This area is designated by the GREEN hatch and is currently within the Town DMA area, lying within Section 18, Township 12S, Range 12E and Section 19, Township 12S, Range 12E.
    c. "DMA Area 3" – All or portions of proposed Block 2, Common Areas "A"-"C", lots 52-141, and all of proposed Block 3. This area is designated by the BLUE hatch and is currently within the County DMA area, lying within Section 17, Township 12S, Range 12E and Section 18, Township 12S, Range 12E.
C. Constructing the infrastructure to connect the portion of Property to the County's existing sewage system is believed to cost more than a connection to the Town's sewerage system; and
D. Connection of the Property to the Town sewerage system is a viable alternative.

Therefore, Town and County hereby agree:

1. County declines to provide sewer service to "DMA Area 3" and agrees that the Town may become the sewer service provider to "DMA Area 3".
2. Town is willing to provide sewer service to "DMA Area 3", provided the Property abides by all Town procedures, processes, and regulations related to wastewater service, in the same manner of any Town wastewater customer.
3. In the event "DMA Area 3" is served by the Town sewerage system, the Town will receive and retain all sanitary sewer fees due, including but not limited to the fees outlined in the Marana Town Code and Comprehensive Fee Schedule.
4. In the event "DMA Area 3" is served by the Town sewerage system, the County relinquishes any claim it may have to reclaimed water resulting from "DMA Area 3" discharges to the Town sewerage system.
5. Nothing in the provisions of this Agreement is intended to negate or supersede any provision of the 2013 agreement between the parties entitled: "**Intergovernmental Settlement Agreement between Pima County and the Town of Marana Relating to the Provision of Sewer Service"** (the "Settlement").

6. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511; the pertinent provisions of which are incorporated into this Agreement by reference.
7. Nothing in the provisions of this Agreement is intended to create duties, obligations, or rights to parties not named in this Agreement.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year last written below.

TOWN OF MARANA:

_____

Jon Post, Mayor

Date: _____

ATTEST:

_____

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____

Jane Fairall, Town Attorney

PIMA COUNTY:

_____

Jennifer Allen, Board of Supervisors - Chair

Date: _____

ATTEST:

_____

Melissa Manriquez, Clerk of the Board

APPROVED AS TO FORM:

_____

Bobby Yu, Deputy County Attorney

EXHIBIT A

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 7,510,363 SF, OR 172.4 ACRES.
2. EXISTING PROJECT ZONING DESIGNATIONS ARE "R-6", "R-36" AND "C" (SEE ALSO "ZONING DESIGNATIONS/DEVELOPMENT REGULATIONS", RIGHT):
   - "R-6" ZONING DESIGNATION PER MARANA ORDINANCE NO. 97.04 (EXISTING BLOCK "9") AND MARANA ORDINANCE NO. 99.14 (EX. BLOCK "10").
   - "R-36" ZONING DESIGNATION PER MARANA ORDINANCE NO. 97.04 (EXISTING BLOCK "10").
   - "C" ZONING DESIGNATION PER ANNEXATION INTO THE TOWN OF MARANA.
3. THIS PROJECT IS SUBJECT TO THE FOLLOWING DEVELOPMENT AGREEMENTS:
   - DEVELOPMENT AGREEMENT FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT, DATED 07/22/2011 (EX. BLOCK "9").
   - AMENDED AND RESTATED DEVELOPMENT AGREEMENT, DATED 04/12/2004 (EXISTING BLOCK "10").
   - FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT, DATED 12/12/2005 (EX. BLOCK "10").
4. THE NEIGHBORHOOD DESIGN FOR THIS PROJECT SHALL BE CONSISTENT WITH THE EXISTING COMMUNITY NEIGHBORHOOD DESIGN ESTABLISHED WITHIN SAGUARO BLOOM.
5. THE ASSESSOR'S PARCEL NUMBERS FOR THIS PROJECT ARE 216-40-0240 AND 216-40-0250.
6. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 174.
   THE TOTAL NUMBER OF BLOCKS IS 4.
7. APPROXIMATE AREAS:
   COMMON AREAS "A" (PRIVATE STREETS) = 321,010 SF.
   COMMON AREAS "B-1" AND "B-2" (PARKS) = 52,366 SF.
   COMMON AREAS "C" (FUNCTIONAL OPEN SPACE) = 444,390 SF.
8. NO FURTHER SUBDIVISION OF ANY LOTS OR BLOCKS SHOWN HEREON WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.
9. AT LEAST TWO OFF-STREET SPACES WITHIN A FULLY ENCLOSED GARAGE WILL BE PROVIDED FOR EACH LOT (174 LOTS X 2 = 348).
10. HEAVENLY BAMBOO DRIVE, QUEEN'S WREATH DRIVE AND LADY'S BANK DRIVE ARE THE NEAREST PAVED ACCESS, AND ARE ADJACENT TO THIS PROJECT.
11. 1.4 MILES OF NEW PRIVATE STREETS ARE INCLUDED IN PRELIMINARY PLAT.
12. ALL PUBLIC ROADS AND DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS DEVELOPMENT SHALL BE CONSTRUCTED TO MINIMUM P.A.G. STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2015 EDITION, IN ACCORDANCE WITH PLANS ACCEPTED BY THE TOWN OF MARANA.
13. ALL WEATHER ACCESS WILL BE PROVIDED FOR ALL LOTS PRIOR TO ANY LOT RELEASE.
14. THE DESIGN SPEED FOR THIS PROJECT IS 25 MPH, WB-40 DESIGN VEHICLE FOR ALL STREETS.
15. ALL LOTS ARE "A" (FRONT DRAINING), UNLESS OTHERWISE SHOWN.
16. DEVELOPER WILL COVENANT TO HOLD THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGE RELATED TO THE USE OF THIS DEVELOPMENT AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWING EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOW, OR RAINFALL.
17. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
18. THE 100-YEAR FREQUENCY FLOOD WILL BE ENTIRELY CONTAINED WITHIN THE CONSTRUCTED DRAINAGE IMPROVEMENTS OR NATURAL DRAINAGEWAYS.
19. THE AREA BETWEEN THE 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
20. THIS PROJECT LIES WITHIN THE PLANNED WATER SERVICE AREA OF THE MARANA WATER DEPARTMENT WHICH IS DESIGNATED BY THE DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.
21. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY PUBLIC WATER UTILITIES ARE INSTALLED WITHIN THE SUBDIVISION.
22. THIS PROJECT LIES WITHIN THE PLANNED WASTEWATER SERVICE AREAS OF THE TOWN OF MARANA WATER DEPARTMENT AND PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
23. ANY UTILITIES THAT MAY HAVE TO BE RELOCATED AS A RESULT OF THIS DEVELOPMENT WILL BE RELOCATED AT NO EXPENSE TO THE TOWN OF MARANA AND/OR PIMA COUNTY.
24. ALL NEW UTILITIES AND ALL EXISTING UTILITIES (EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 Kv OR MORE) WITHIN OR CONTIGUOUS TO THIS SITE SHALL BE PLACED UNDERGROUND.
25. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
26. A HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF THE COMMON AREAS.
27. FIRE FLOW FOR THIS SUBDIVISION SHALL BE A MINIMUM OF 1000 GALLONS PER MINUTE FOR A MINIMUM DURATION OF 2 HOURS. FIRE HYDRANTS SHALL BE LOCATED WITH AN AVERAGE SPACING NO GREATER THAN 500 FEET AND NO GREATER DISTANCE THAN 250 FEET FROM ANY POINT ON A STREET OR FIRE APPARATUS ACCESS ROAD TO A FIRE HYDRANT. BLUE REFLECTIVE STREET MARKERS SHALL BE PERMANENTLY AFFIXED TO THE STREET SURFACE APPROXIMATELY 8 FEET FROM THE CURB NEAREST THE HYDRANT.
28. ALL WEATHER ACCESS ROADS CAPABLE OF SUPPORTING THE IMPOSED LOAD OF 75,000 POUNDS AND REQUIRED FIRE HYDRANTS PROVIDING THE REQUIRED FIRE FLOW SHALL BE INSTALLED, TESTED AND SERVICEABLE PRIOR TO THE INTRODUCTION OF COMBUSTIBLE CONSTRUCTION MATERIALS ON THE SITE.
29. A SIGN IDENTIFYING THE NAME OF THE BUILDER, LOT NUMBER AND ADDRESS SHALL BE POSTED IN A LOCATION VISIBLE FROM THE FIRE DEPARTMENT ACCESS ROAD. THE SIGN SHALL BE MAINTAINED IN A LEGIBLE CONDITION DURING ALL PHASES OF CONSTRUCTION BEGINNING WITH INSTALLATION OF THE FLOOR SLAB AND REMAINING UNTIL THE FINAL INSPECTION.
30. DWELLINGS OVER 3600 SQUARE FEET OF FLOOR AREA UNDER ROOF, HAVING ACCESS OVER 12% GRADE, AND ACCESS OVER 150 FEET FROM THE NEAREST STREET TO ALL PORTIONS OF THE EXTERIOR OF THE STRUCTURE OR LOCATED IN AREAS NOT MEETING MINIMUM FIRE FLOW REQUIREMENTS, SHALL BE EVALUATED BY NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.
31. ACCEPTED IMPROVEMENT PLANS WILL BE REQUIRED PRIOR TO FINAL PLAT ACCEPTANCE.
32. ACCEPTANCE OF THIS PLAN DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
33. ON-SITE SANITARY SEWERS FOR LOTS 1-174 AND BLOCK 3 (FUTURE) WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO MARANA WATER DEPARTMENT STANDARDS, AND MUST BE ACCEPTED AND RELEASED FOR SERVICE BY THE TOWN OF MARANA PRIOR TO THE ISSUANCE OF SEWER CONNECTION PERMITS. SEWERS WILL BE DESIGNED TO PROVIDE GRAVITY FLOW.
34. ON-SITE SANITARY SEWERS FOR BLOCK 4 (FUTURE) WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS, AND MUST BE ACCEPTED AND RELEASED FOR SERVICE BY PIMA COUNTY REGIONAL WASTEWATER RECLAMATION PRIOR TO THE ISSUANCE OF SEWER CONNECTION PERMITS.
35. A PROJECT CONSTRUCTION PERMIT MUST BE SECURED FROM MARANA RECLAMATION BEFORE BEGINNING ANY WORK ON THIS PROJECT.
36. ALL WALLS SHALL BE CONSTRUCTED OF, OR PAINTED WITH, GRAFFITI-RESISTANT MATERIALS.
37. ALL SIGNAGE TO BE APPROVED UNDER A SEPARATE PERMIT.
38. IN ADDITION TO THE ITEMS SHOWN ON THE FOLLOWING SHEETS, THIS SITE IS ALSO SUBJECT TO THE FOLLOWING IDENTIFIED TITLE ITEMS:
   - BLANKET ELECTRIC EASEMENTS PER MISC. RECORDS BOOK 76/583 AND BOOK 76/584.
   - BLANKET AVIGATION EASEMENT AND RELEASE FOR MARANA NORTHWEST REGIONAL AIRPORT PER DOCKET 12292/6650.
   - ALL MINERAL RIGHTS AS RESERVED IN MINERAL DEED AND RESERVATIONS OF SURFACE RIGHTS PER SEQ. 20152610784.
   - UNDEFINED UTILITY RIGHTS PER ABANDONMENT PROCEEDINGS NO. 1127 (SILVERBELL ROAD), DOCKET 1536/365 AND ROAD MAPS 9/15.
   - OFFSITE EASEMENT AGREEMENT PER DOCKET 12208/1975, 12668/7591 AND 12973/1014 (NOT ON PROPERTY).
   - OFFSITE EASEMENT AGREEMENT PER SEQ. 20193040875 (NOT ON PROPERTY).
39. CONTRACTOR SHALL CALL IN AN ARIZONA 811 REQUEST AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY OR HEAVY EQUIPMENT TRAVEL WITHIN 25' OF THE EL PASO NATURAL GAS PIPELINE, AND ARRANGE FOR AN EPNG STANDBY.
40. ANY FINAL PLATS ASSOCIATED WITH THIS DEVELOPMENT WILL REQUIRE THE SEWER DMA REVISION TO BE COMPLETED.
41. THIS PROJECT IS SUBJECT TO DESIGN EXCEPTION PER TOM #ENG2403-007. CONDITIONS ARE AS FOLLOWS:
   - TURNAROUNDS ARE NOT REQUIRED AT RESIDENT ONLY GATES AT LADY BANKS & HEAVENLY BAMBOO DRIVES.
   - SIGNAGE WILL BE PROVIDED IN ADJACENT DEVELOPMENTS WARNING DRIVERS OF UPCOMING RESIDENT ONLY GATES.
   - SIGNAGE SHALL BE PROVIDED ON THE GATES TO ACKNOWLEDGE "RESIDENTS ONLY" AND DISCOURAGE ACCESS ATTEMPTS.
   - SIGNAGE SHALL BE PRIVATE AND SHOWN IN GENERAL COMPLIANCE WITH THE APPROVED DESIGN EXCEPTION EXHIBITS.
   - PRIVATE STREET SIGNS TO BE ALLOWED WITHIN TOWN RIGHT-OF-WAY BY LICENSE AGREEMENT.
42. BLOCK "2" AS SHOWN SHALL BE DESIGNATED AS NATURAL OPEN SPACE.

GENERAL NOTES

43. THIS PROJECT IS SUBJECT TO DESIGN EXCEPTION PER TOM #ENG2309-002. CONDITIONS ARE AS FOLLOWS:
   - ALLOWANCE IN R6 AREA, SIDEWALK ONLY REQUIRED ALONG A SINGLE SIDE OF STREET, WHERE LOTS ARE ONLY ON ONE SIDE OF THE STREET. FULL PEDESTRIAN CONNECTIVITY WILL BE PROVIDED TO ALL LOTS.
   - ALLOWANCE FOR OFFSITE FLOWS TO ENTER THE ROADWAY.
   - ALLOWANCE FOR USE OF INVERTED CROWN STREETS (STREET CAPACITY MAX OF 50 CFS).
   - ON THE UPSTREAM SIDE OF ROADWAYS, WHERE APPLICABLE, A "VELOCITY DISSIPATION AREA" WILL BE PROVIDED. THE HOA WILL BE REQUIRED TO MAINTAIN ANY "VELOCITY DISSIPATION AREAS" TO PROVIDE FOR PROPER FUNCTIONALITY.
   - ALLOWANCE FOR NON-RESTRICTED LENGTH CURB OPENING IN NON-SIDEWALK AREAS. APPROPRIATE BARRICADES AND STABILIZATION SHALL BE REQUIRED.
   - ALLOWANCE FOR PAVEMENT WIDTHS TO BE REDUCED TO 26' WHERE LOTS ARE ONLY ON ONE SIDE OF THE STREET.

BASIS OF BEARING/BASIS OF ELEVATION

- BASIS OF BEARING: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, AS SHOWN ON THE FINAL PLAT OF SAGUARO SPRINGS, BLOCK 1 THRU 10 AND "A" THRU "D" AND LOTS 1 THRU 9 AND "A" AND "B", AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23. SAID BEARING BEING NORTH 89°45'48" EAST.
- BASIS OF ELEVATION: PIMA COUNTY/CITY OF TUCSON DOT GEODETIC CONTROL POINT "J03", A PK NAIL IN ASPHALT IN LAMBERT LANE, EAST OF PORTLAND AVENUE. SAID ELEVATION BEING 2084.52 (NAVD 88).

ZONING DESIGNATIONS/DEVELOPMENT REGULATIONS

DEVELOPMENT ZONE	"R-6"	"R-36", "C"
AFFECTED LOTS	1 – 174	NOT APPLICABLE – NO PROPOSED UNITS
GROSS DENSITY	1.0 RAC	
MINIMUM ALLOWABLE LOT SIZE MINIMUM PROVIDED LOT SIZE AVERAGE LOT SIZE MAXIMUM PROVIDED LOT SIZE MAXIMUM ALLOWABLE BUILDING HEIGHT ALLOWABLE LOT COVERAGE BY BUILDINGS AND STRUCTURES	6,000 SF 6,269 SF (LOT #43) 7,469 SF 11,850 SF (LOT #82 – NOT A RESTRICTION) NOT GREATER THAN 2-STORIES OR 25', EXCEPT AS OTHERWISE PERMITTED (PER SAG. BLOOM DEV. AGRMT.) NOT TO EXCEED 40% OF THE TOTAL LOT AREA	

BUILDING SETBACKS

DEVELOPMENT ZONE	"R-6"
BUILDING SETBACKS FRONT:	– 16' MINIMUM EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE GARAGE SETBACK SHALL BE A MINIMUM OF 20'
SIDE:	– 5' (CAN BE REDUCED FURTHER AS LONG AS SEPARATION BETWEEN BUILDINGS IS A MINIMUM OF 10'); STREET SIDE YARD SETBACK IS MINIMUM 10'
REAR:	– 15'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	04°04'29"	1000.00	71.12
C2	17°00'36"	200.00	59.38
C3	12°16'06"	200.00	42.82
C4	26°04'28"	200.00	91.02
C5	39°19'13"	200.00	137.25
C6	24°41'49"	200.00	86.21
C7	52°07'07"	200.00	181.93
C8	17°05'52"	200.00	59.68
C9	01°35'02"	1000.00	27.64
C10	20°28'32"	200.00	71.47

CURVE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N85°41'19"E	30.81'
L2	N88°59'42"W	14.14'

LINE TABLE

SHEET INDEX

SHEET 1	COVER SHEET, NOTES
SHEET 2	SHEET KEYMAP/BASIS OF BEARING DETAIL
SHEETS 3-16	PLAN VIEW SHEETS
SHEET 17	SEWER DMA BOUNDARY EXHIBIT

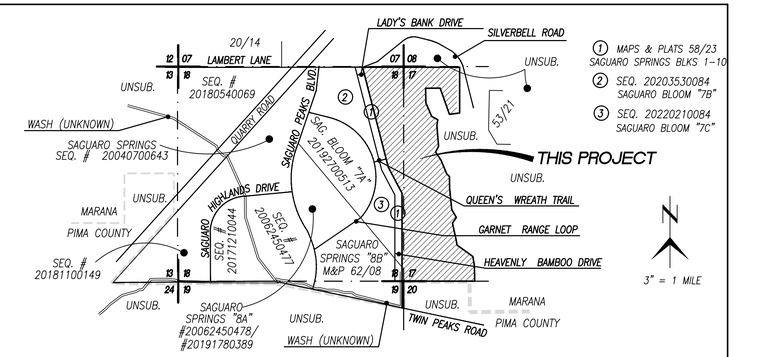
ACCEPTANCE:

OWNER:

TITLE SECURITY AGENCY, L.L.C., AS TRUSTEE UNDER TRUST NO. 201434-T

DEVELOPER:

DR HORTON, INC.
6875 N ORACLE RD, SUITE 125
TUCSON, AZ 85704
CONTACT: SAM MILLS
PHONE: 520-572-5104



LOCATION PLAN

SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

LEGEND

- SUBDIVISION BOUNDARY
- ROAD CENTERLINE
- SECTIONLINE
- ▲ OFFSITE CENTERLINE SURVEY MONUMENT TO BE SET
- △ SURVEY MONUMENT TO BE SET
- ● PROPERTY CORNER AS LABELED – SEE PLAN SHEETS
- (M) OR (R) (M)=MEASURED; (R)=RECORD PER MAPS & PLATS 58/23
- EASEMENT LINE
- PROPOSED PUBLIC SEWER/MANHOLE
- S EXISTING PUBLIC SEWER/MANHOLE (APPROXIMATE LOCATION)
- W PROPOSED 8" PUBLIC WATER
- W EXISTING PUBLIC WATER (APPROXIMATE LOCATION)
- G EXISTING EL PASO NATURAL GAS LINE (APPROXIMATE LOCATION)
- G EXISTING EL PASO NATURAL GAS LINE (ABANDONED IN PLACE, APPROXIMATE LOCATION)
- UGE EXISTING UNDERGROUND TEP (APPROXIMATE LOCATION)
- T EXISTING TELEPHONE LINE (APPROXIMATE LOCATION)
- PROPOSED STORMDRAIN/CULVERT (MATERIAL AS LABELED)
- SIGHT VISIBILITY TRIANGLE ("SVT") AREA (SEE ALSO "B" KEYNOTES FOR DIMENSIONS))
- 2650 EXISTING CONTOURS
- FEMA "A ZONE" FLOODPRONE LINE ("FEMA FPL")
- 100 YEAR FLOODPRONE LINE ("FPL")
- NEW PAVEMENT
- EXISTING PAVEMENT
- D5 / 110 cfs DRAINAGE CONCENTRATION (Q100)
- WSEL # 100 YEAR WATER SURFACE ELEVATION
- PG 91.4 / B-1 PRELIMINARY PAD GRADES
- X91.0 PRELIMINARY SPOT GRADES
- #/# DETAIL # / SHEET #

ADMINISTRATIVE ADDRESS

8677 W. LAMBERT LANE, MARANA, ARIZONA 85653

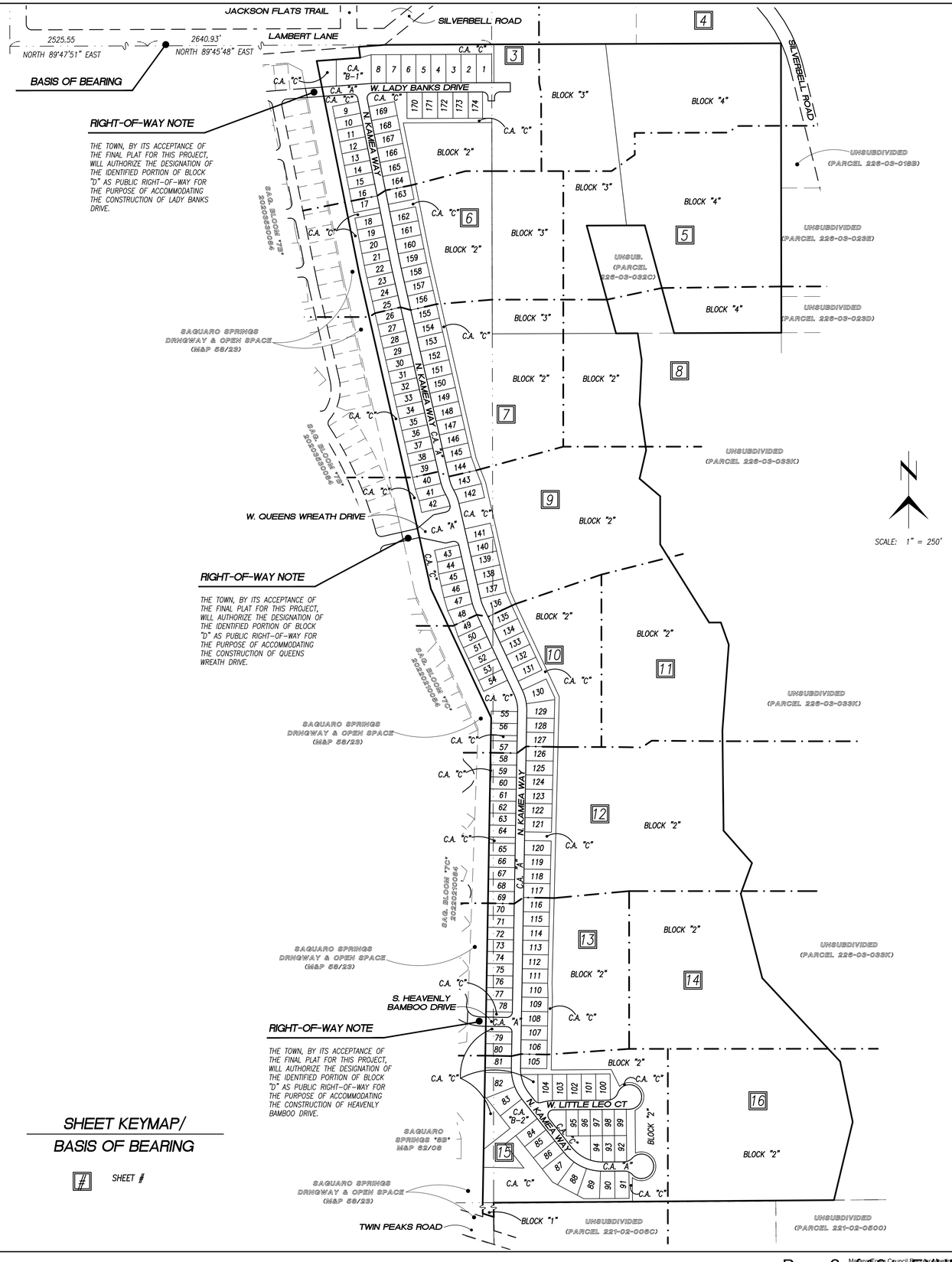
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655 MARTIN V. MAGELLI — REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NUMBER — DATE SIGNED — ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

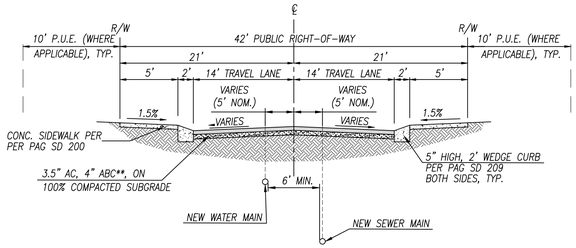
Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	1 of 17
	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



SHEET KEYMAP/ BASIS OF BEARING

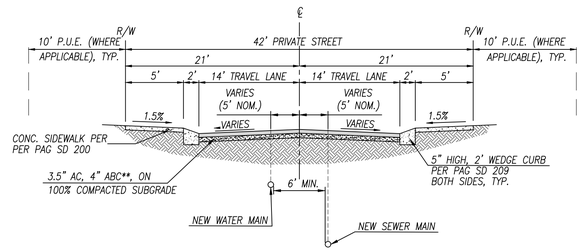
SHEET



**-FINAL PAVEMENT DESIGNED TO BE DETERMINED BASED ON R-VALUE TESTING AT FINAL ROADWAY SUBGRADE

1 TYPICAL PUBLIC 42' ROADWAY X-SECTION

NTS



**-FINAL PAVEMENT DESIGNED TO BE DETERMINED BASED ON R-VALUE TESTING AT FINAL ROADWAY SUBGRADE

2 TYPICAL PRIVATE 42' ROADWAY X-SECTION

NTS

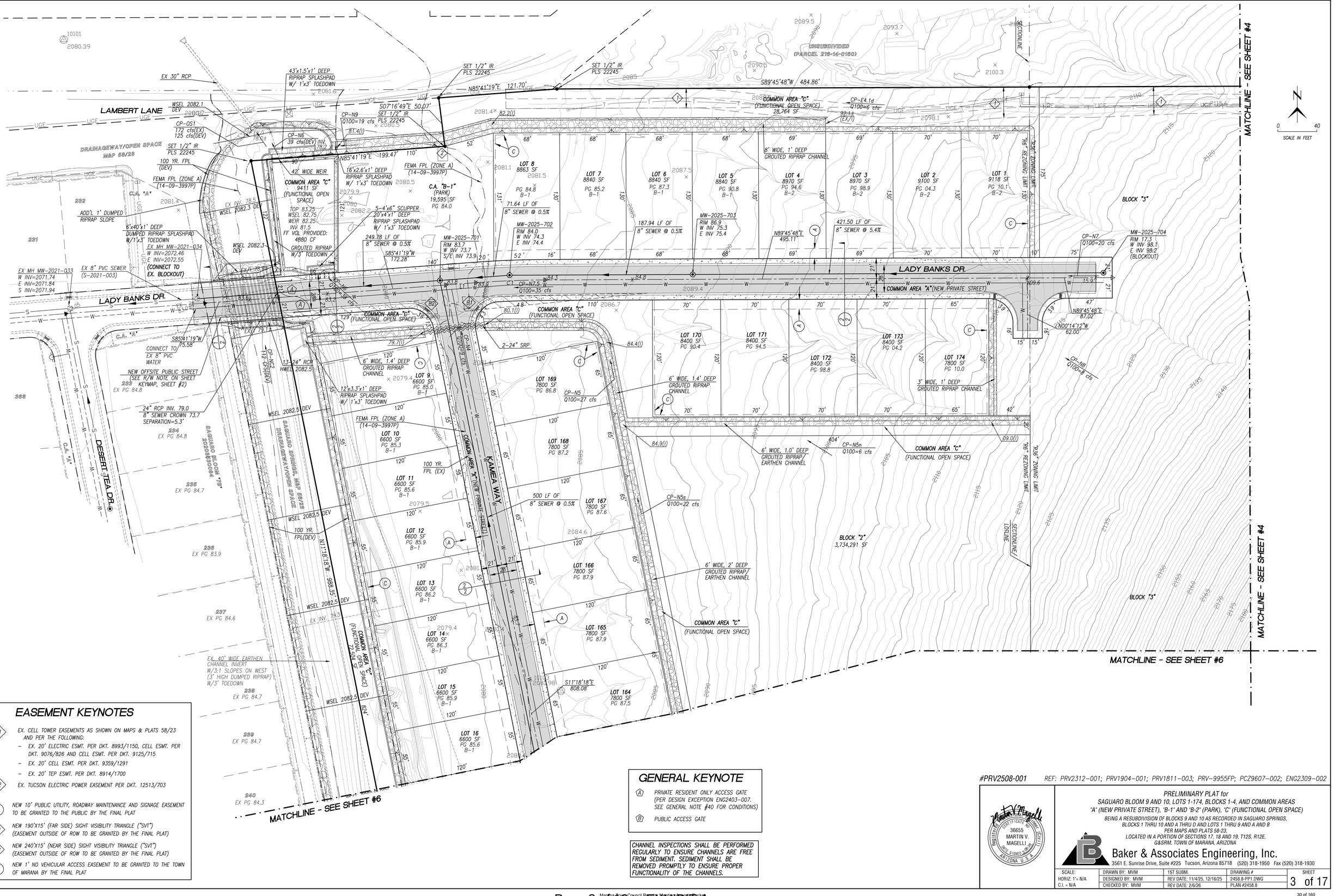
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS
"A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23, LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. — 36655 — MARTIN V. MAGELLI — DATE SIGNED 2/6/26 — ARIZONA U.S.A.

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	2 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



EASEMENT KEYNOTES

- (1) EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
  - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
  - EX. 20' CELL ESMT. PER DKT. 9359/1291
  - EX. 20' TEP ESMT. PER DKT. 8914/1700
- (2) EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703
- (A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT
- (B1) NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (B2) NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (C) NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

- (A) PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)
- (B) PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.

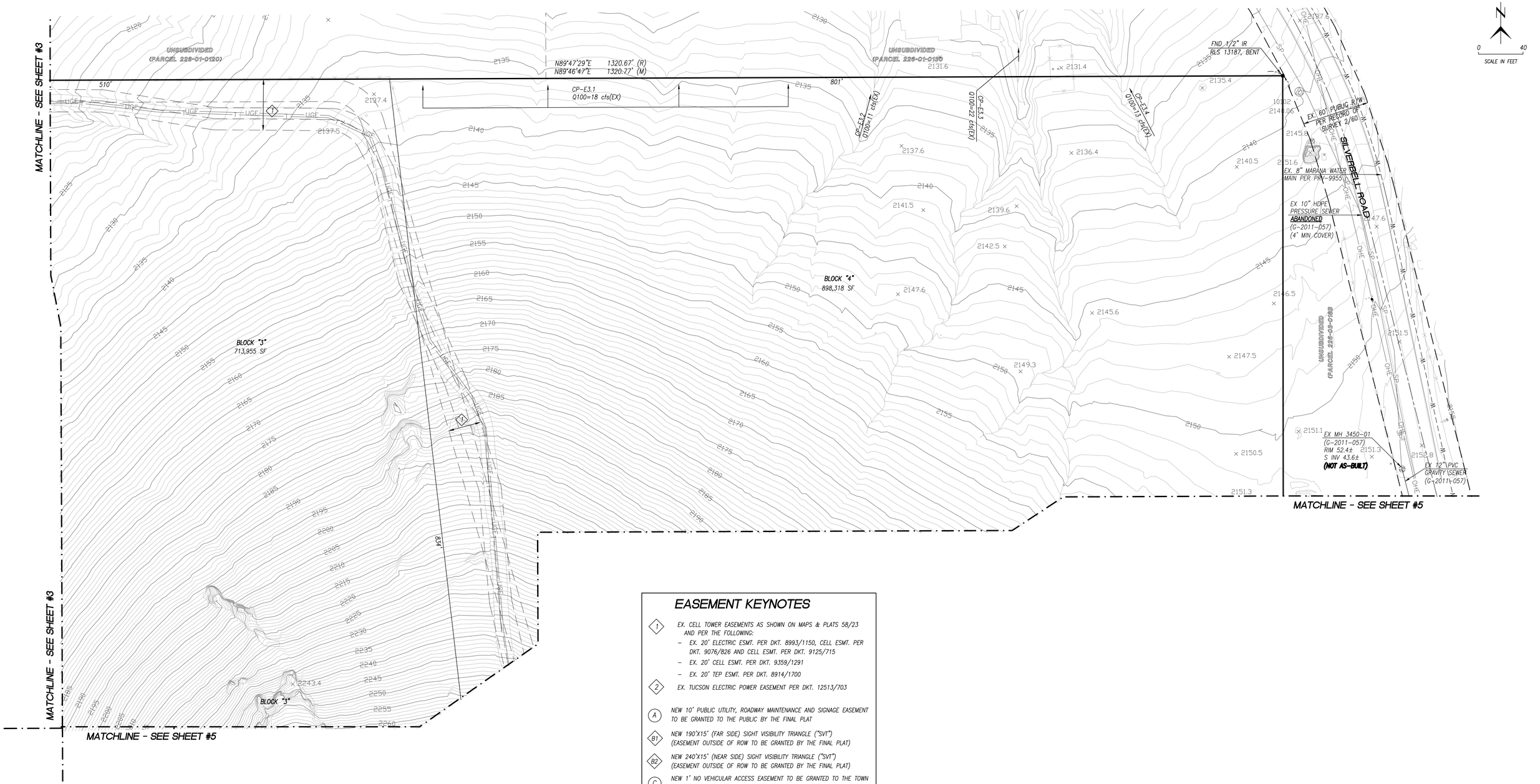
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

REGISTERED LAND SURVEYOR — CERTIFICATE NO. — 36655 — MARTIN V. MAGELLI — ARIZONA, U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23, LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	3 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

A. NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

B1. NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

B2. NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

C. NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

A. PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

B. PUBLIC ACCESS GATE

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS
"A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

36655 MARTIN V. MAGELLI — REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. — DATE SIGNED — ARIZONA U.S.A.

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	4 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

MATCHLINE - SEE SHEET #4

MATCHLINE - SEE SHEET #4

MATCHLINE - SEE SHEET #6

MATCHLINE - SEE SHEET #8

MATCHLINE - SEE SHEET #8

BLOCK "3"

BLOCK "4"

BLOCK "3"

UNSUBDIVIDED
(PARCEL 228-03-032C)

UNSUBDIVIDED
(PARCEL 228-03-033E)

UNSUBDIVIDED
(PARCEL 228-03-018)

UGE

182' S89°46'49"W 265.27' 84'

FND 1/2" IR LS 14172

FND 1/2" IR LS 14172

N15°13'00"W 510.01' (R)
N15°14'43"W 510.05' (M)

N15°13'00"W 510.00' (R)
N15°14'05"W 510.18' (M)

N00°04'21"W 1321.45' (R)
N00°04'22"W 1321.83' (M)

0 40
SCALE IN FEET

EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

A. NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

B1. NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

B2. NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

C. NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

A. PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

B. PUBLIC ACCESS GATE

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

REGISTERED LAND SURVEYOR — CERTIFICATE NO. — ARIZONA U.S.A.
36655
MARTIN V. MAGELLI

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	5 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

A. NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

B1. NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

B2. NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

C. NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT



GENERAL KEYNOTE

A. PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

B. PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.

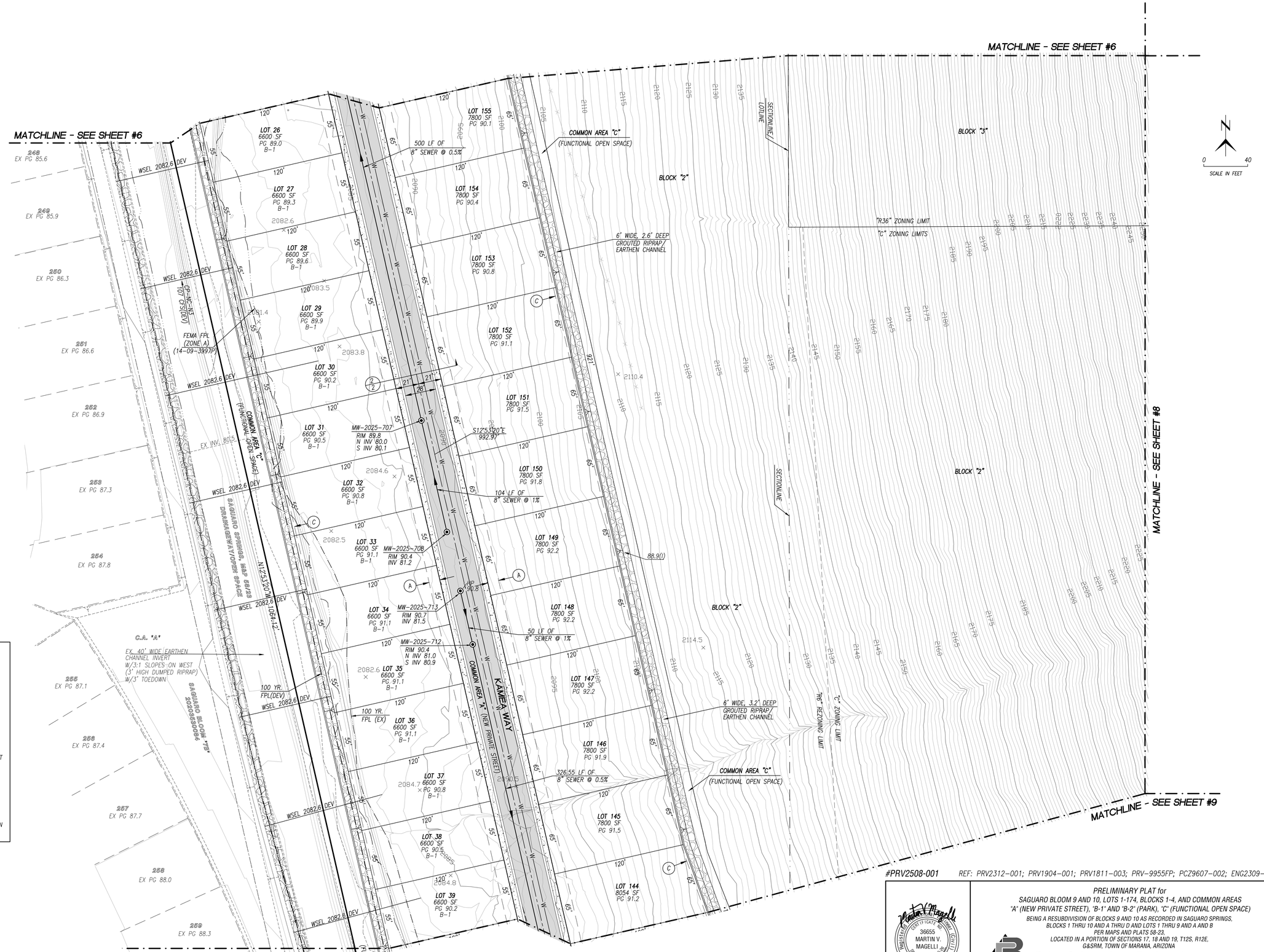
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655 MARTIN V. MAGELLI REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NOT VALID UNLESS SIGNED AND DATED ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	6 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

(A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

(B1) NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

(B2) NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

(C) NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

(A) PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

(B) PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.

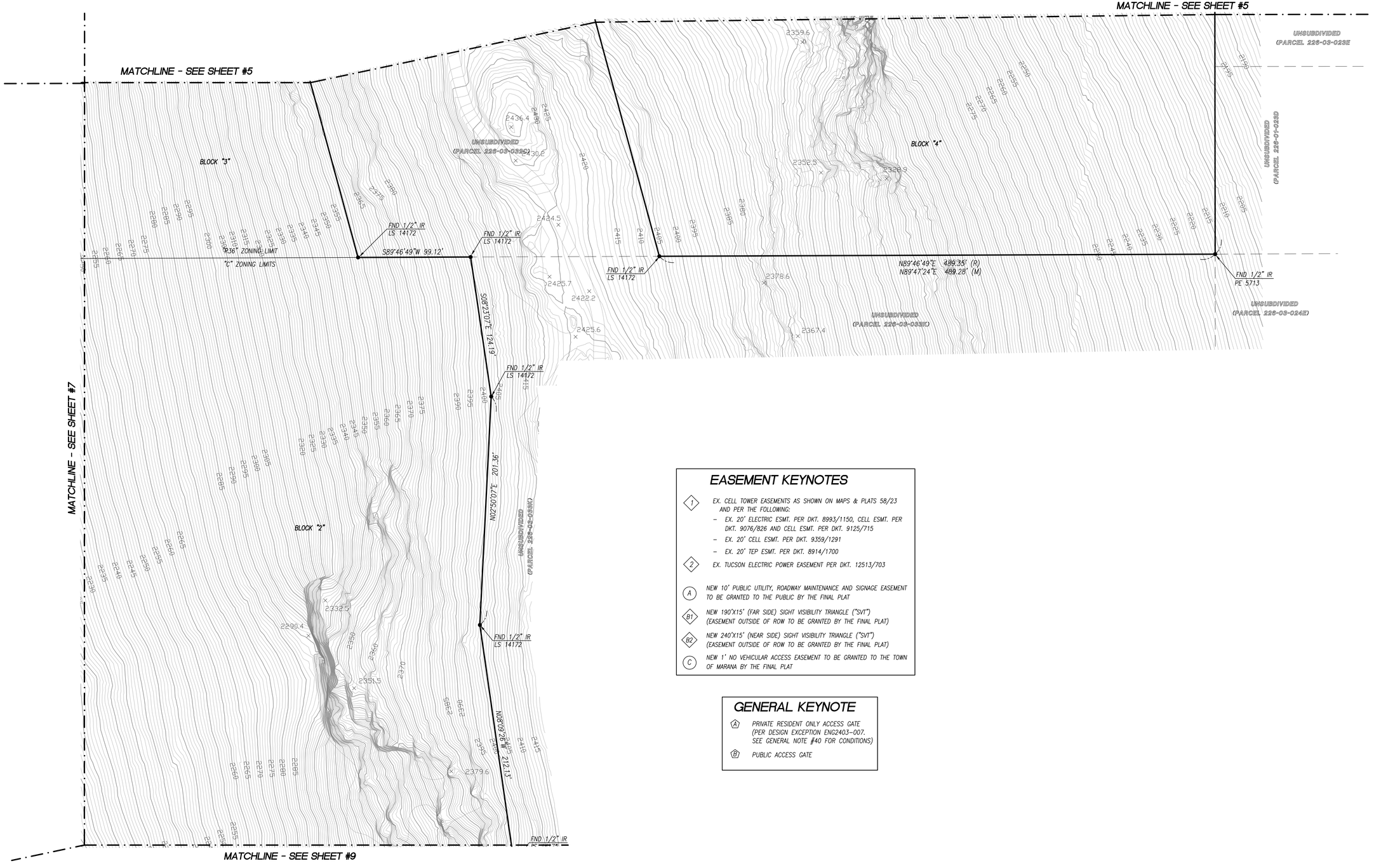
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655 MARTIN V. MAGELLI — REGISTERED PROFESSIONAL ENGINEER — ARIZONA U.S.A. — DATE SIGNED 2/26/26

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	7 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

A. NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

B1. NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

B2. NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

C. NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

A. PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

B. PUBLIC ACCESS GATE

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655 MARTIN V. MAGELLI REGISTERED PROFESSIONAL ENGINEER DATE SIGNED JUN 30, 26 ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS
"A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	8 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

Mayor, Town Council and Staff Meeting Packet Page 8 of 16 to EXHIBIT A

EASEMENT KEYNOTES

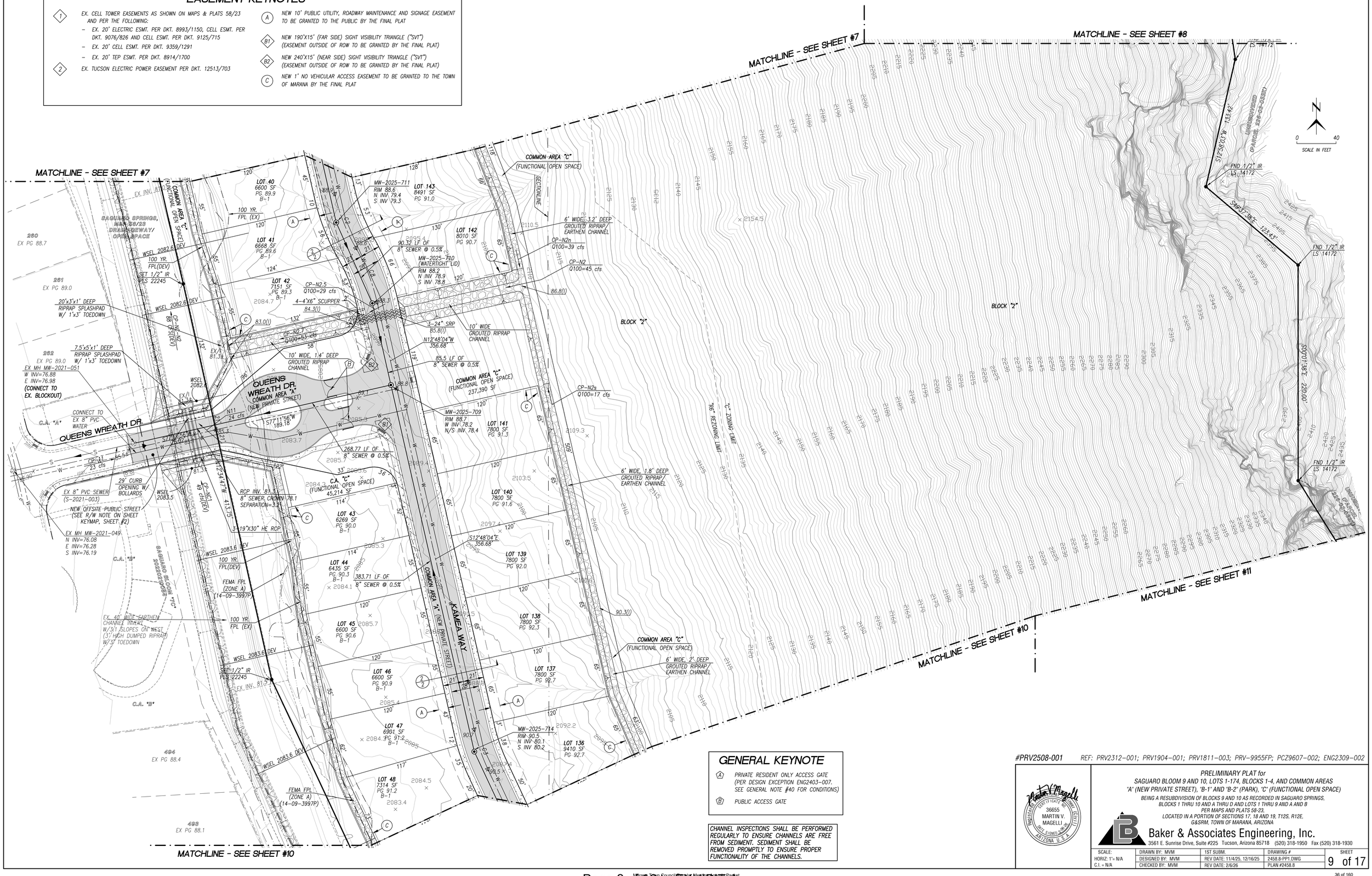
1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

A. NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

B1. NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

B2. NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

C. NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT



GENERAL KEYNOTE

A. PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

B. PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.

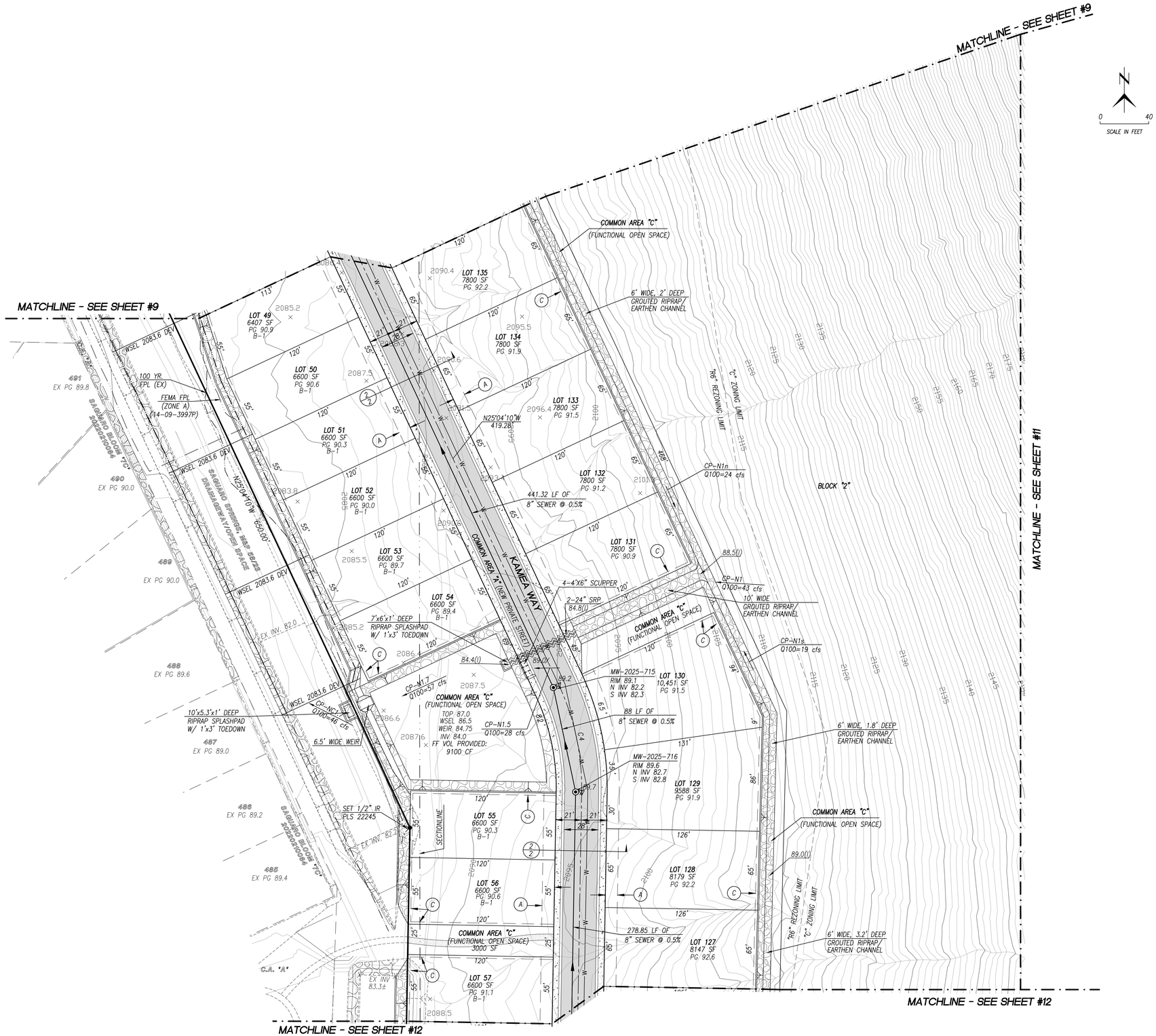
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

Martin V. Magelli
CERTIFICATE NO. 36655 REGISTERED PROFESSIONAL ENGINEER DATE SIGNED 2/6/26 ARIZONA U.S.A.
36655 MARTIN V. MAGELLI

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	9 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



EASEMENT KEYNOTES

- (1) EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
  - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
  - EX. 20' CELL ESMT. PER DKT. 9359/1291
  - EX. 20' TEP ESMT. PER DKT. 8914/1700
- (2) EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703
- (A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT
- (B1) NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (B2) NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (C) NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

- (A) PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)
- (B) PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

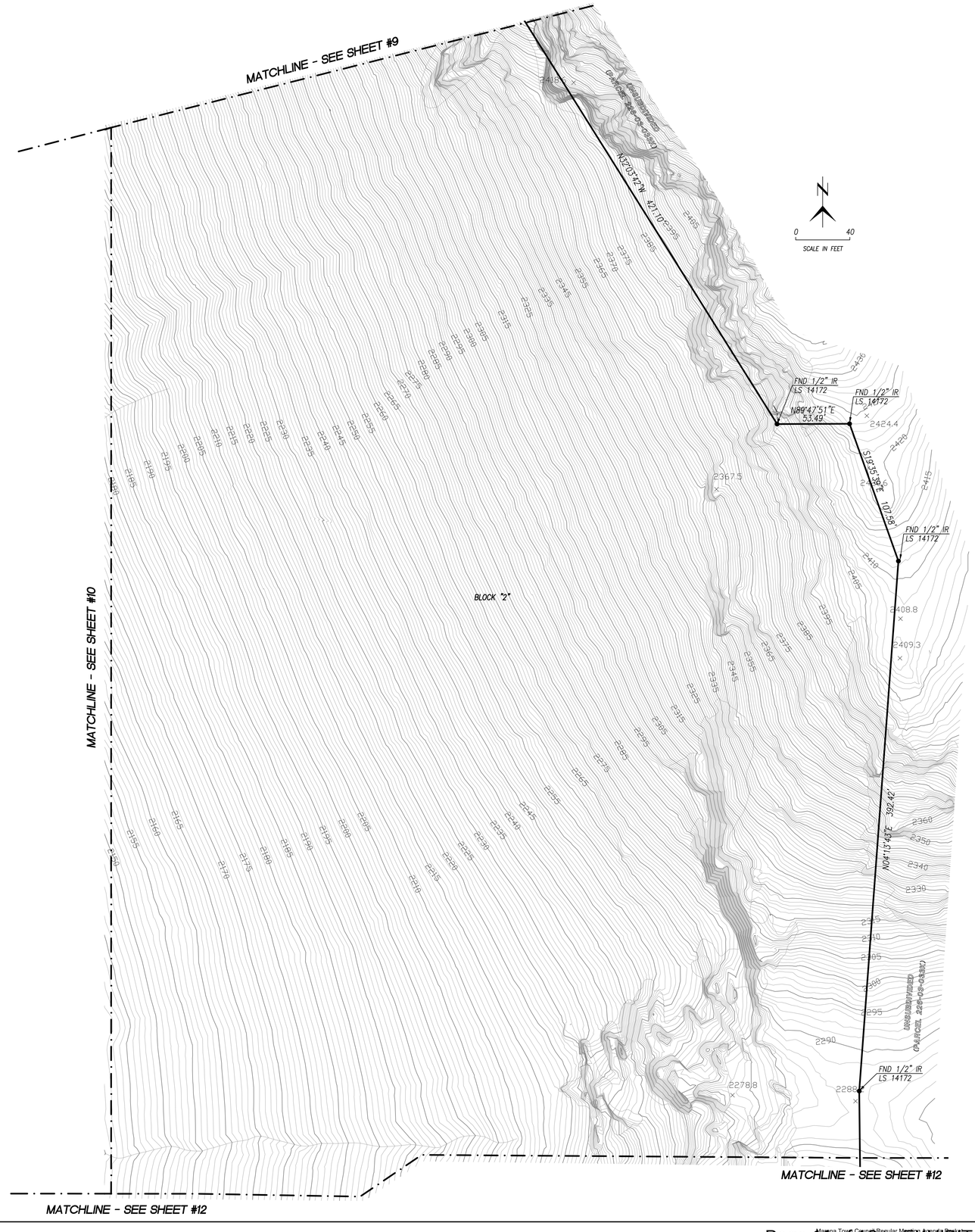
36655 MARTIN V. MAGELLI REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NUMBER CIVIL ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	10 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

37 of 160



EASEMENT KEYNOTES

- (1) EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
  - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
  - EX. 20' CELL ESMT. PER DKT. 9359/1291
  - EX. 20' TEP ESMT. PER DKT. 8914/1700
- (2) EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703
- (A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT
- (B1) NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (B2) NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (C) NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

- (A) PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)
- (B) PUBLIC ACCESS GATE

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655
MARTIN V.
MAGELLI
CERTIFICATE NO.
REGISTERED
PROFESSIONAL ENGINEER
DATE SIGNED 2/6/26
ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS
"A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	11 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

MATCHLINE - SEE SHEET #10

MATCHLINE - SEE SHEET #10

MATCHLINE - SEE SHEET #11

MATCHLINE - SEE SHEET #13

MATCHLINE - SEE SHEET #13

MATCHLINE - SEE SHEET #14

PRAIRIE ACACIA DR.

KAMEA WAY

COMMON AREA "A" (NEW PRIVATE STREET)

"R6" REZONING LIMIT

"C" ZONING LIMIT

BLOCK "2"

SAGUARO BLOOM "7C1" 20220210066

SAGUARO BLOOM 9 AND 10, DRAINAGE EASEMENT OPEN SPACE

C.A. "A"

LOT 58 6490 SF PG 91.4 B-1

LOT 59 6380 SF PG 91.7 B-1

LOT 60 6490 SF PG 92.0 B-1

LOT 61 6600 SF PG 92.0 B-1

LOT 62 6600 SF PG 91.7 B-1

LOT 63 6600 SF PG 91.4 B-1

LOT 64 6600 SF PG 91.1 B-1

LOT 65 6600 SF PG 91.5 B-1

LOT 66 6600 SF PG 91.8 B-1

LOT 67 6600 SF PG 92.1 B-1

LOT 68 6600 SF PG 92.1 B-1

LOT 69 6600 SF PG 91.9 B-1

LOT 126 8115 SF PG 92.9

LOT 125 8083 SF PG 93.3

LOT 124 8051 SF PG 93.6

LOT 123 8019 SF PG 93.6

LOT 122 7987 SF PG 93.3

LOT 121 7955 SF PG 92.9

LOT 120 7903 SF PG 93.1

LOT 119 7871 SF PG 93.4

LOT 118 7839 SF PG 93.8

LOT 117 7807 SF PG 93.8

COMMON AREA "C" (FUNCTIONAL OPEN SPACE) 440 SF

COMMON AREA "C" (FUNCTIONAL OPEN SPACE) 3288 SF

COMMON AREA "C" (FUNCTIONAL OPEN SPACE)

MW-2025-717 RIM 91.2 N INV 84.2 S INV 84.3

MW-2025-718 RIM 91.4 INV 84.8

MW-2025-723 RIM 91.4 INV 85.6

MW-2025-722 RIM 91.2 N INV 85.2 S INV 85.1

50 LF OF 8" SEWER @ 1%

40.9 LF OF 8" SEWER @ 1%

500 LF OF 8" SEWER @ 0.5%

2-4"x6" SCUPPER

3-24" SRP

HP 91.6

SECTIONLINE

WSEL 2084.4 DEV

WSEL 2084.3 DEV

WSEL 2083.3 DEV

WSEL 2082.3 2084.3 DEV

WSEL 2081.7 2084.3 DEV

EX INV 82.5

EX INV 82.4

EX INV 82.3

EX INV 82.2

FEMA FPL (ZONE A) (14409-3997P)

100 YR. FPL(DEV) WSEL 2084.3 DEV EX INV 82.5

437 EX PG 87.0 INV 82.75

436 EX PG 86.7

435 PG 86.4

421 EX PG 86.8

20'x4'x1' DEEP RIPRAP SPLASHPAD W/ 1'x3' TOEDOWN

EX. 40' WIDE EARTHEN CHANNEL INVERT W/3:1 SLOPES ON WEST (3' HIGH DUMPED RIPRAP) W/3' TOEDOWN

CP-S1.8 Q100=12 cfs

CP-S1.8 Q100=83 cfs

CP-S1.5 Q100= 12 cfs

CP-S1.7 Q100=75 cfs

CP-S1n Q100=51 cfs

CP-S1 Q100=65 cfs

CP-S1s Q100=14 cfs

6' WIDE, 3.2' DEEP GROUTED RIPRAP/ EARTHEN CHANNEL

10' WIDE, 1.9' DEEP GROUTED RIPRAP/ EARTHEN CHANNEL

10' WIDE GROUTED RIPRAP/ EARTHEN CHANNEL

6' WIDE, 1.5' DEEP GROUTED RIPRAP/ EARTHEN CHANNEL

"c" ZONING LIMIT "R6" REZONING LIMIT/ LOTLINE

N01°00'18"E 1419.76'

S00°38'08"E 458.03'

N41°19'49"W 196.51'

S20°04'22"W 149.86'

FND 1/2" IR LS 14172

END 1/2" IR LS 14172

10109 2218.4

2297.4

2370.2

2381.8

2360.4

2336.2

2359.8

2319.5

2401.9

2399.5

2398.5

2398.4

2396.6

2423.4

GRADING 226-05-0390

DRAINAGE EASEMENT

0 40

SCALE IN FEET

EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

A. NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

B1. NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

B2. NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

C. NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

A. PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

B. PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655 MARTIN V. MAGELLI REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)

BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23.
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	12 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

39 of 160

EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

(A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

(B1) NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

(B2) NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

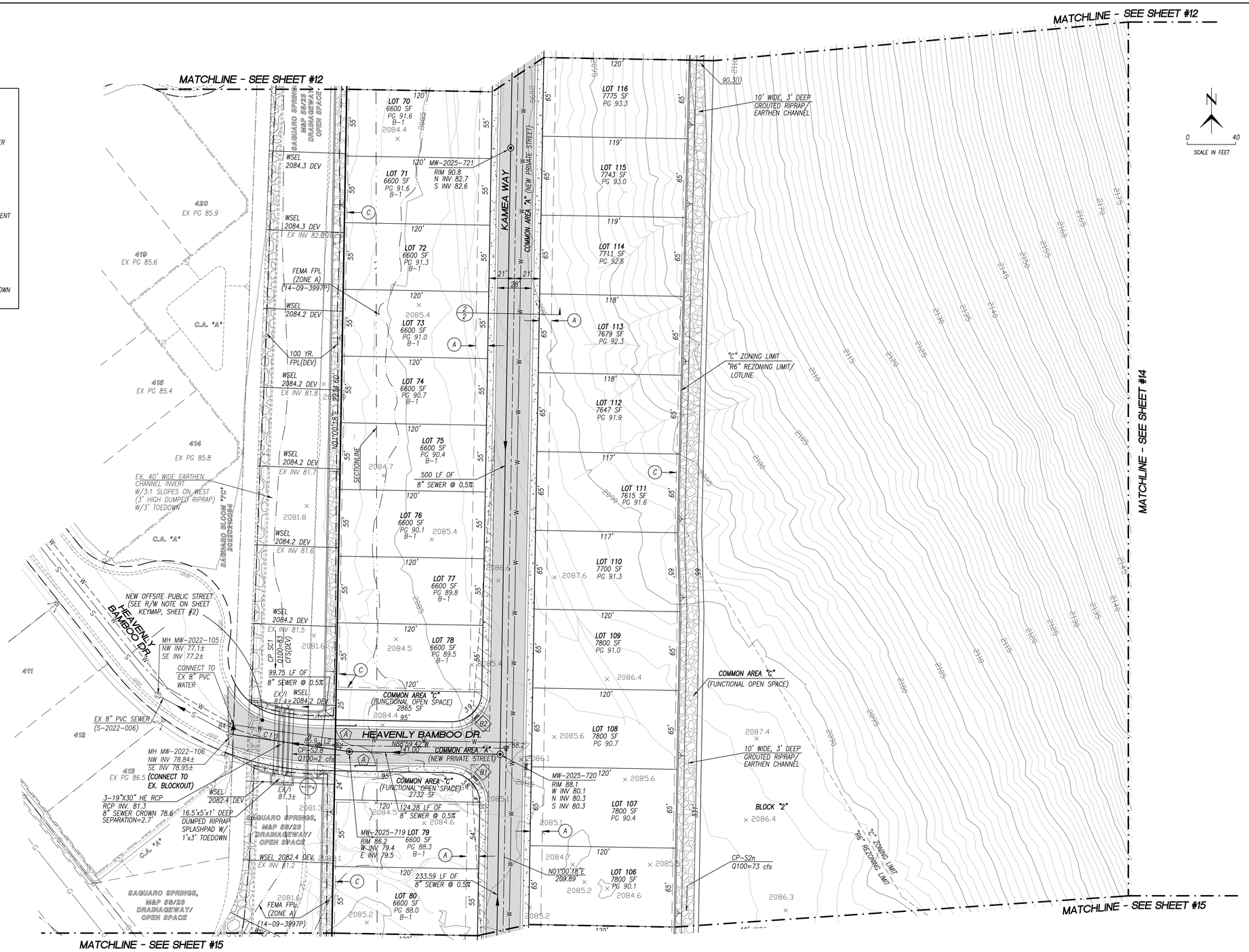
(C) NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

(A) PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

(B) PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.



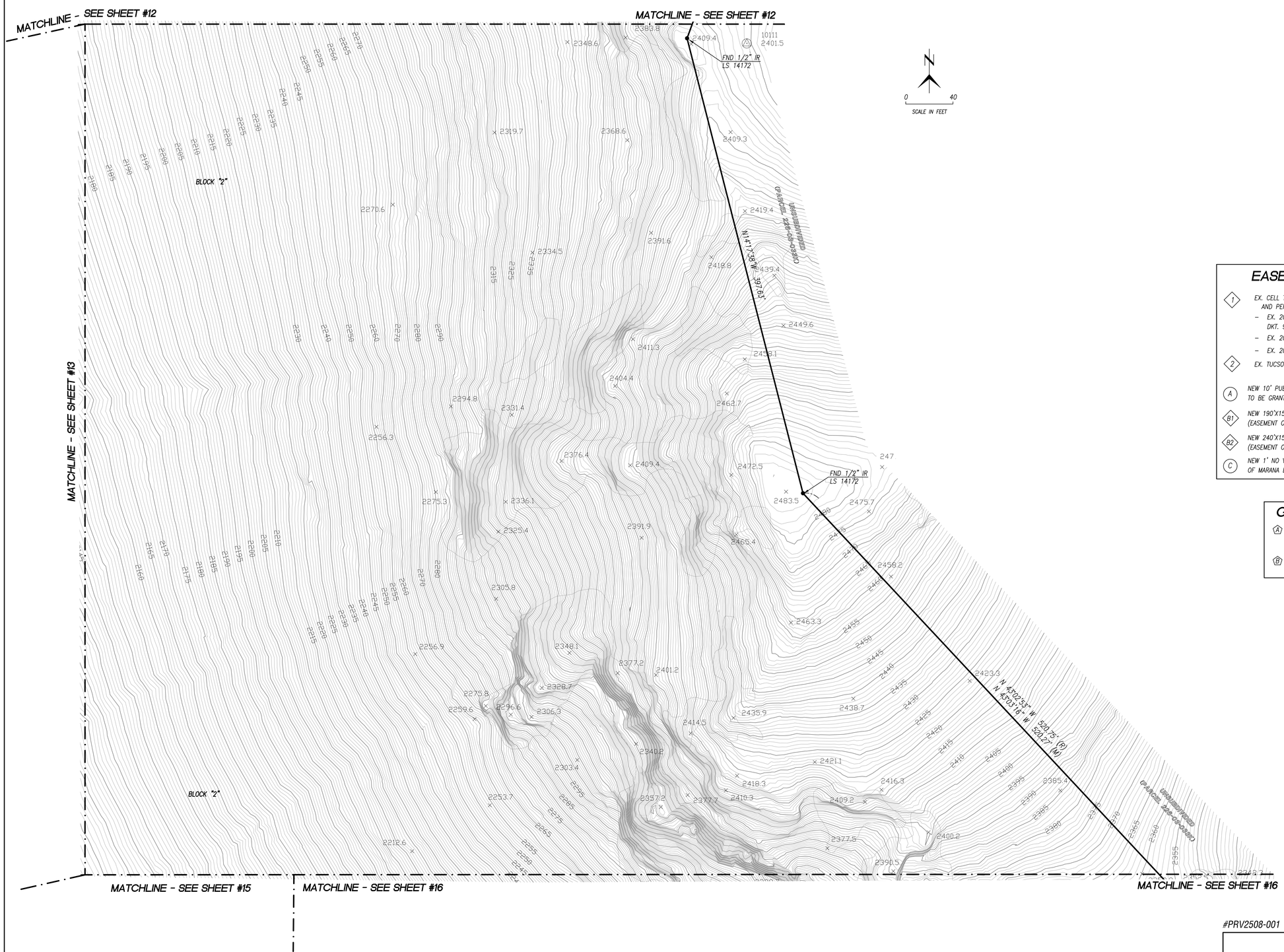
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23, LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NUMBER 36655 MARTIN V. MAGELLI DATE SIGNED 06-30-26 ARIZONA U.S.A.

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	13 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



N

0 40

SCALE IN FEET

EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

A. NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

B1. NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

B2. NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

C. NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

A. PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

B. PUBLIC ACCESS GATE

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002


36655
MARTIN V. MAGELLI
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	14 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

41 of 160



EASEMENT KEYNOTES

1. EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
   - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
   - EX. 20' CELL ESMT. PER DKT. 9359/1291
   - EX. 20' TEP ESMT. PER DKT. 8914/1700
2. EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703

(A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT

(B1) NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

(B2) NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)

(C) NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

(A) PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)

(B) PUBLIC ACCESS GATE

CHANNEL INSPECTIONS SHALL BE PERFORMED REGULARLY TO ENSURE CHANNELS ARE FREE FROM SEDIMENT. SEDIMENT SHALL BE REMOVED PROMPTLY TO ENSURE PROPER FUNCTIONALITY OF THE CHANNELS.

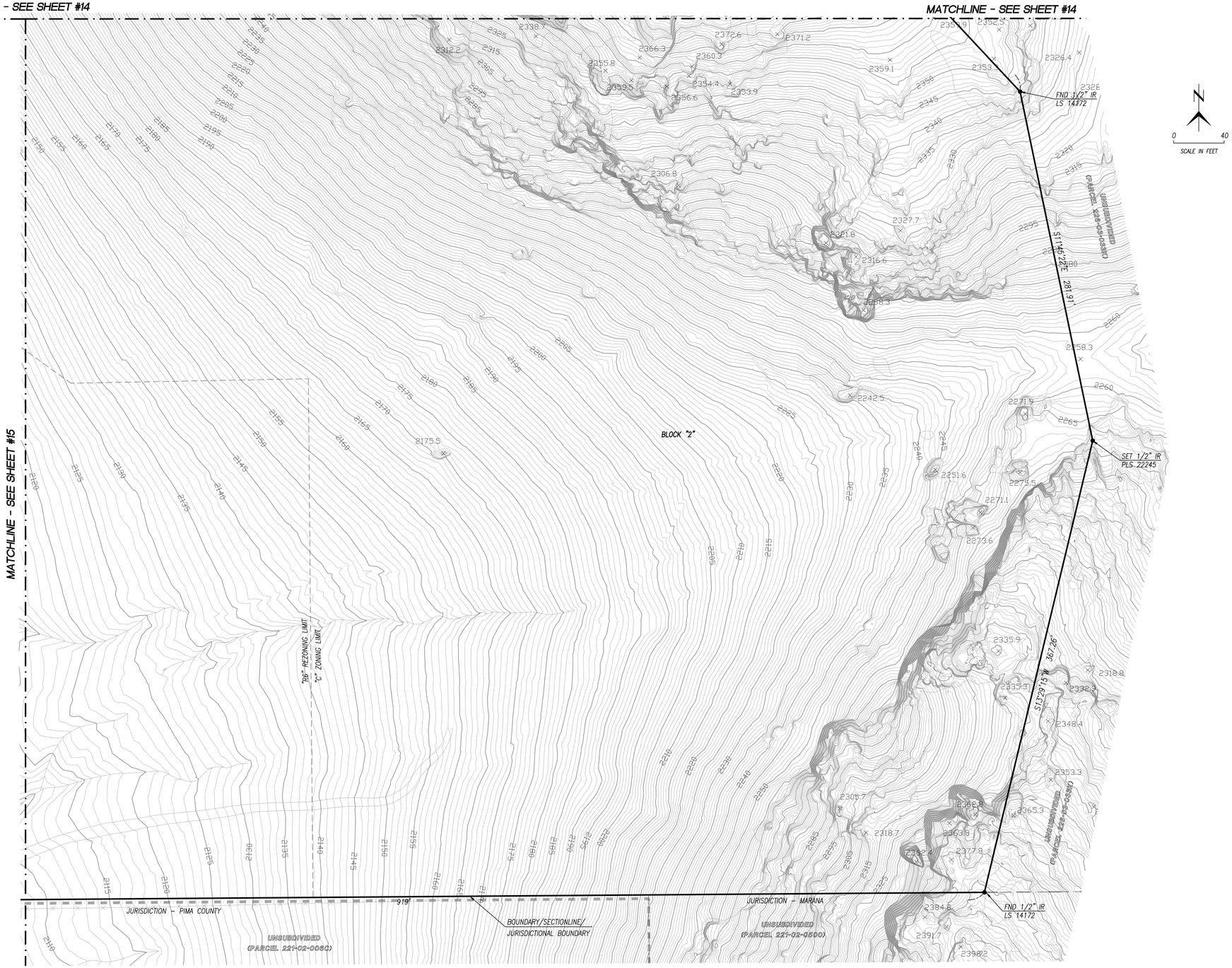
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

Registered Professional Engineer (Civil) CERTIFICATE NO. 36655 MARTIN V. MAGELLI DATE SIGNED 2-06-26 ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS "A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23, LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	15 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



EASEMENT KEYNOTES

- (1) EX. CELL TOWER EASEMENTS AS SHOWN ON MAPS & PLATS 58/23 AND PER THE FOLLOWING:
  - EX. 20' ELECTRIC ESMT. PER DKT. 8993/1150, CELL ESMT. PER DKT. 9076/826 AND CELL ESMT. PER DKT. 9125/715
  - EX. 20' CELL ESMT. PER DKT. 9359/1291
  - EX. 20' TEP ESMT. PER DKT. 8914/1700
- (2) EX. TUCSON ELECTRIC POWER EASEMENT PER DKT. 12513/703
- (A) NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT TO BE GRANTED TO THE PUBLIC BY THE FINAL PLAT
- (B1) NEW 190'X15' (FAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (B2) NEW 240'X15' (NEAR SIDE) SIGHT VISIBILITY TRIANGLE ("SVT") (EASEMENT OUTSIDE OF ROW TO BE GRANTED BY THE FINAL PLAT)
- (C) NEW 1' NO VEHICULAR ACCESS EASEMENT TO BE GRANTED TO THE TOWN OF MARANA BY THE FINAL PLAT

GENERAL KEYNOTE

- (A) PRIVATE RESIDENT ONLY ACCESS GATE (PER DESIGN EXCEPTION ENG2403-007. SEE GENERAL NOTE #40 FOR CONDITIONS)
- (B) PUBLIC ACCESS GATE

#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655
MARTIN V.
MAGELLI
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
DATE SIGNED 12/16/25
ARIZONA U.S.A.

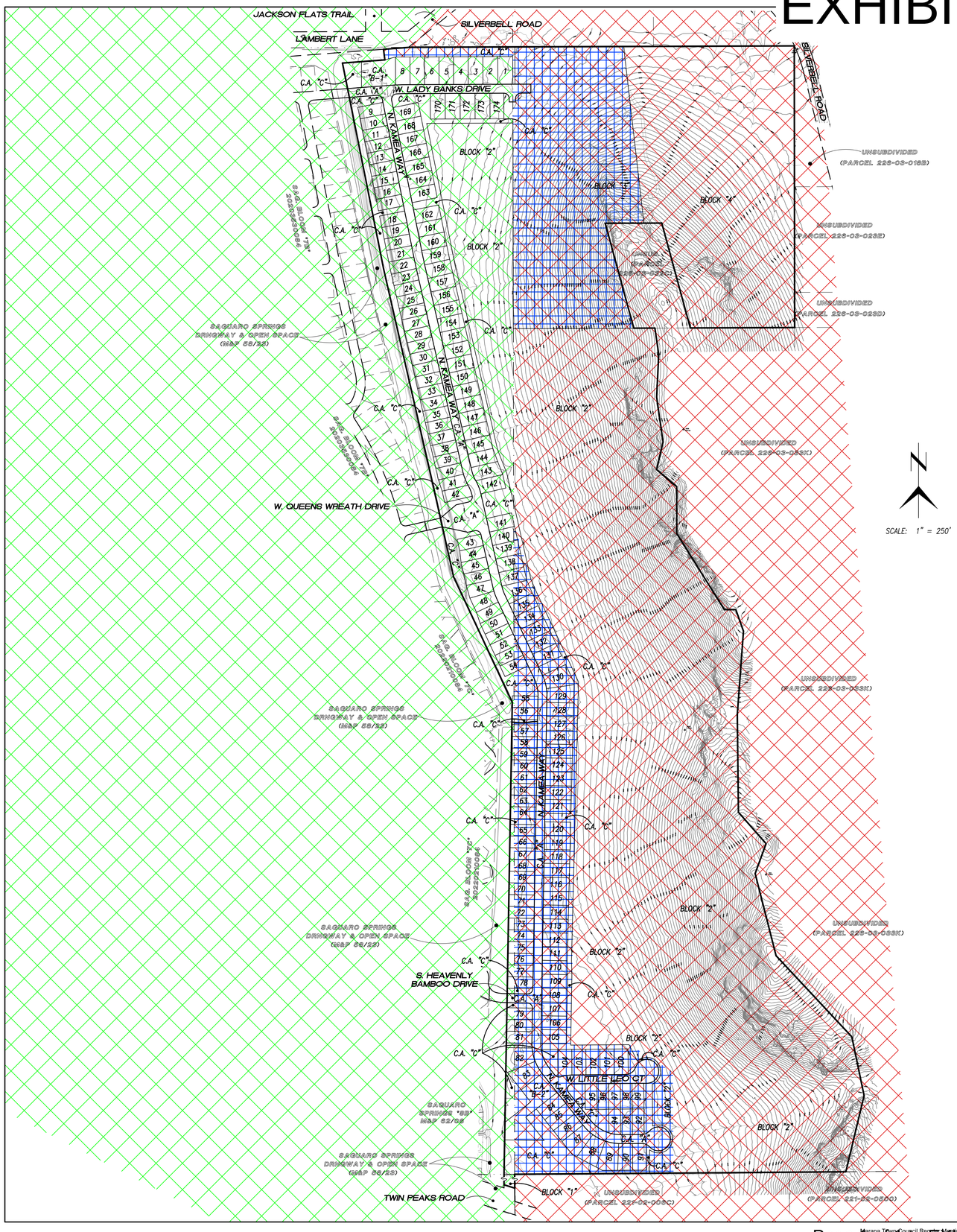
PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS
"A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)

BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23, LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= N/A	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	16 of 17
C.I. = N/A	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	

EXHIBIT B



LEGEND

- EXISTING PIMA COUNTY DMA AREA (DMA AREA #1)
- EXISTING MARANA DMA AREA (DMA AREA #2)
- PROPOSED MARANA DMA (DMA AREA #3)

PAG 208 DMA EXHIBIT for
SAGUARO BLOOM "9" AND "10"

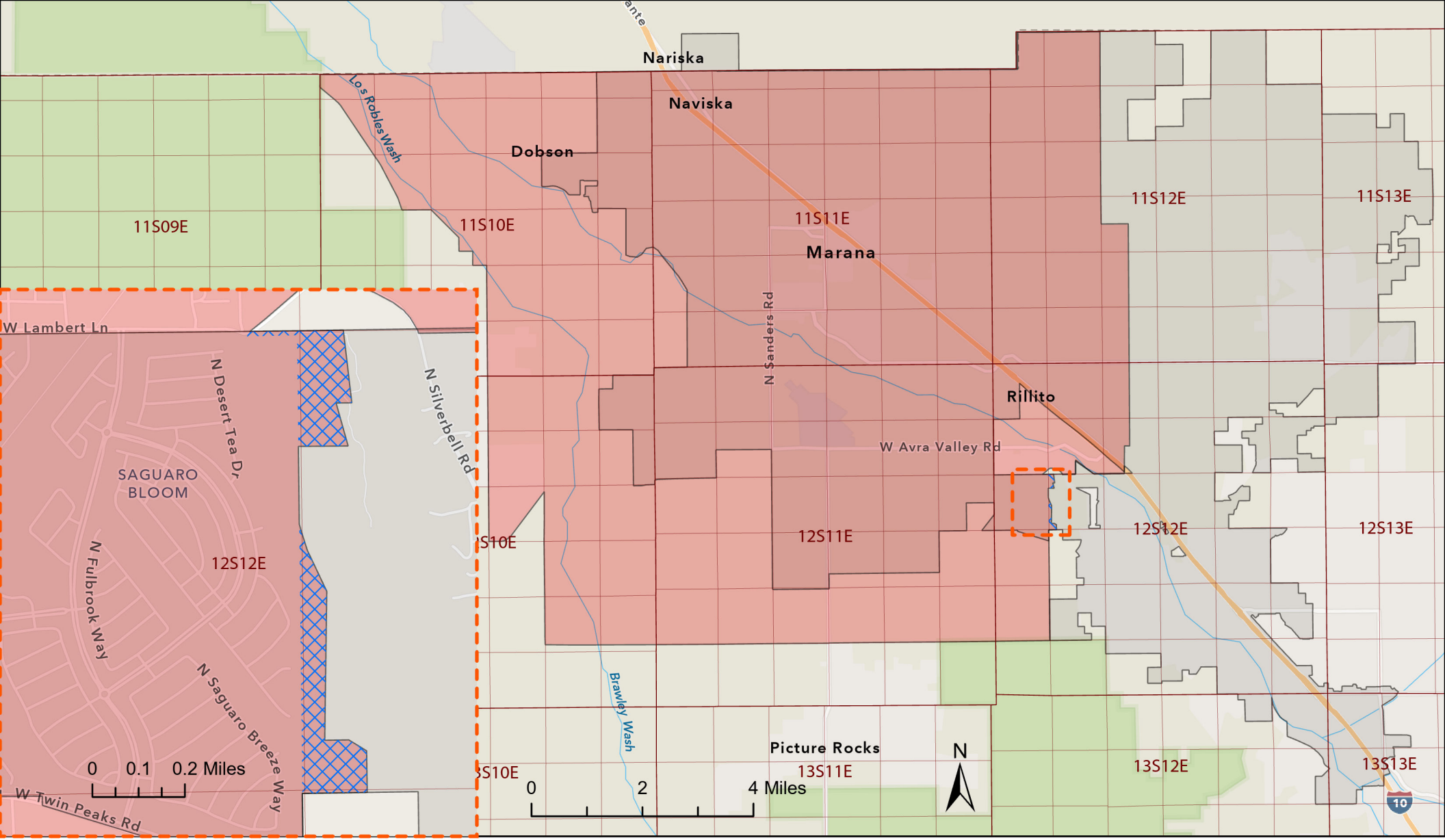
#PRV2508-001 REF: PRV2312-001; PRV1904-001; PRV1811-003; PRV-9955FP; PCZ9607-002; ENG2309-002

36655
MARTIN V. MAGELLI
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
DATE SIGNED
ARIZONA U.S.A.

PRELIMINARY PLAT for
SAGUARO BLOOM 9 AND 10, LOTS 1-174, BLOCKS 1-4, AND COMMON AREAS
"A" (NEW PRIVATE STREET), "B-1" AND "B-2" (PARK), "C" (FUNCTIONAL OPEN SPACE)
BEING A RESUBDIVISION OF BLOCKS 9 AND 10 AS RECORDED IN SAGUARO SPRINGS, BLOCKS 1 THRU 10 AND A THRU D AND LOTS 1 THRU 9 AND A AND B PER MAPS AND PLATS 58-23,
LOCATED IN A PORTION OF SECTIONS 17, 18 AND 19, T12S, R12E, G&SRM, TOWN OF MARANA, ARIZONA

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

SCALE:	DRAWN BY: MVM	1ST SUBM.	DRAWING #	SHEET
HORIZ: 1"= 250'	DESIGNED BY: MVM	REV DATE: 11/4/25, 12/16/25	2458.8-PP1.DWG	17 of 17
C.I. = 5'	CHECKED BY: MVM	REV DATE: 2/6/26	PLAN #2458.8	



Legend

- Marana Town Limits
- Marana DMA
- Marana DMA Expansion
- Township and Range

In coordination with Pima County, the Town of Marana requests to revise the Marana Designated Management Agency (DMA) boundary to include the areas indicated with blue hatches on the map above.

As acted on _____ (Date) by the Town Council, the Town of Marana accepts the revised DMA boundary as depicted herein in accordance with all local, state, and federal regulations and subject to approval by the Arizona Department of Environmental Quality. The Town of Marana agrees to provide wastewater service and/or sponsor all private wastewater facilities within the expanded DMA area.

Pima Association of Governments

208 Plan DMA Boundary Revision, dated 04/02/2026

Marana Designated Management Agency

Exhibit B to Town of Marana Resolution No. 2026-027

Jon Post, Mayor

Date

Council-Regular Meeting **C3**

Meeting Date: 05/05/2026

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: May 5, 2026

Subject: Approval of Regular Council Meeting Summary Minutes of April 21, 2026 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes, 04/21/2026

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 21, 2026, 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 6:00 PM and directed the Town Clerk to call the roll. **Council Member Murphy** was absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Kai moved to approve the agenda as presented. Council Member Officer seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

Eight speakers addressed the Council, including **Carla Lee**, **Daniel Carman, Susan Ritz**, **Harold Joss**, **Jackie McGuire**, **Paula Palotay**, **Cody Brown**, and **Zach Stout**. Comments from several speakers focused on a potential Immigration and Customs Enforcement

detention facility, with speakers expressing both support and opposition. Additional comments addressed speeding and traffic concerns on Marana roads, including speeding by the Marana Police Department; concerns regarding the Town's ethics code and recent social media conduct by elected officials; environmental and infrastructure concerns related to data centers; and support for additional housing density.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh reported on Wild Connections Week put on by the Coalition for Sonoran Desert Protection. He also commented on improvements made at the Wheeler Taft Abbett Sr. Library.

Council Member Comerford reported on the Arizona Association for Economic Development Conference. She stated that there was significant interest in Marana's growth.

Vice Mayor Ziegler responded to comments made during the Call to the Public regarding social media posts. She stated that she had not disclosed a resident's address.

Mayor Post encouraged the public to support Marana youth participating in events at the Pima County Fair.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that 64 single-family residential permits had been issued in April, compared with 78 in April 2025. He stated that Town staff had recently met with representatives from Pima Community College, including the chancellor and senior staff, and had provided a presentation and tour of the Town to highlight development activity and potential opportunities for higher education in Marana. He also reminded the public to stay informed regarding traffic impacts associated with the Tangerine Road Interchange construction project and reported that security-related construction at the Municipal Complex was expected to continue into early June. Finally, he stated that **Congressman Juan Ciscomani** had notified the Town of a proposal to rename the Marana Post Office in honor of former mayor **Ed Honea**.

PRESENTATIONS

CONSENT AGENDA

DRAFT

C1 Approval of Regular Council Meeting Summary Minutes of April 7, 2026 (Jill McCleary)

Vice Mayor Ziegler moved to approve the consent agenda. Council Member Officer seconded the motion. Motion passed, 6-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2026.008: Relating to Real Estate; Approving the exchange of an approximately 0.24-acre parcel of Town-owned real property located on the south side of Tangerine Road approximately 1,800 feet east of Heritage Park Drive as part of the acquisition of an approximately 2.3-acre parcel of property abutting the east side of Gladden Farms Community Park; approving and authorizing the Mayor to execute a Real Estate Acquisition and Exchange Agreement with Oracle Greenock LLC and any deeds and other documents necessary to accomplish the acquisition and exchange (Jane Fairall)

Town Attorney Jane Fairall presented the proposed property exchange agreement with Oracle Greenock LLC. She explained that the agreement involved a Town-owned parcel of approximately 0.24 acres and Oracle Greenock's approximately 2.3-acre parcel, both located within the Heritage Park Shoppes subdivision. **Ms. Fairall** stated that, under the negotiated agreement, the Town would convey its parcel and provide $1.3 million in exchange for Oracle Greenock's parcel, which the Town intended to use as part of the Marana Heritage River Park Complex.

Council Member Kai moved to adopt Ordinance No. 2026.008. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

A2 Resolution No. 2026-025: Relating to Development; consideration and possible adoption of a resolution approving and authorizing the execution and delivery of a Second Amendment to District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms (Phase II) Community Facilities District) (Jane Fairall)

Town Attorney Jane Fairall presented the companion item to the Gladden Farms (Phase II) CFD Board action considered immediately before the Regular Council Meeting. She explained that the amendment would increase the not-to-exceed total aggregate principal amount of developer bonds from $20 million to $32 million due to increased infrastructure and construction costs. She also explained that the amendment would

extend the timeframe for debt issuance to January 1, 2034, and extend the termination date of the development agreement to February 1, 2059, to correspond with the revised issuance period.

Vice Mayor Ziegler moved to adopt Resolution No. 2026-025. Council Member Officer seconded the motion. Motion passed, 6-0.

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 limited legislative movement because the Governor had indicated she would veto bills until a budget was presented. He stated that House Bill 2999 had passed the Senate with an amendment and would return to the House before proceeding further. He also reported that Senate Bill 1787, relating to exactions, had been vetoed. In addition, he addressed House Bill 2873 regarding the withdrawal of referendum petitions and clarified that the Town had not been involved in that measure and had not taken a position for or against it.

D2 Relating to Budget; discussion, direction and possible action regarding development of fiscal year 2026/2027 budget, including proposed budget initiatives and expenditures (Terry Rozema)

Mr. Rozema stated that Town staff was continuing to evaluate the annual budget request previously raised by **Council Member Comerford** regarding the closure of Town offices between Christmas and New Year's.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

Mayor 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 Cavanaugh moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 6-0. The meeting was adjourned at 6:46 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on April 21, 2026. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 05/05/2026

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: May 5, 2026

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:
Goal: Support Initiatives that enhance the quality of Marana neighborhoods.
Strategy: Accept the U.S. Department of Housing and Urban Development's invitation to become a metropolitan city and operate our own Community Block Grant Program.

Subject: PUBLIC HEARING: Resolution No. 2026-028: Relating to Community and Neighborhood Services; approving and adopting the Town of Marana Plan Year 2026 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)

Discussion:

On May 2, 2023, the Town Council adopted Resolution No. 2023-039 approving the Town's first Five-Year Consolidated Plan for 2023-2027, the Plan Year (PY) 2023 Annual Action Plan (AAP) and the Town of Marana Assessment to Fair Housing Report. These planning documents were transferred to the United States Department of Housing and Urban Development (HUD). These planning documents describe needs, resources, goals, strategies, and objectives to assist Marana's low- and moderate-income (LMI) people, households, and neighborhoods as defined by HUD. The majority of the plan was a HUD-required analysis of the existing conditions impacting LMI residents in the town. This analysis informs the development of the priority categories and activities proposed for CDBG funding. The Town's first of five years of our CDBG program began on July 1, 2023. As we prepare to conclude our third full year of the program, we must first complete our fourth year AAP for PY 2026 and submit to HUD's Integrated Disbursement and Information System (IDIS) database

by May 15, 2026. The Town's allocation for the upcoming planning year will be $223,434, an increase of $16,225 from last year's allocation. The PY 2026 AAP will also include any unused CDBG funds from PY 2023, PY 2024 and PY 2025 AAP's.

To begin the PY 2026 AAP, staff followed the Council-approved CDBG Citizen Participation Plan which outlined how public feedback would be collected during the development of the AAP. Staff held two community meetings prior to the creation of the AAP to gather information from the public on how they thought our funds should be allocated. The draft PY 2026 AAP was posted on the Town's website for a 30-day public comment period on March 25, 2026. During the 30-day comment period, staff held two noticed public hearings to answer questions and take public comment. The 30-day comment period ended on April 24, 2026 and no comments were received from the public on the draft documents. The two prior public hearings were properly noticed on March 9, 2026 and the current public hearing was properly noticed on April 20, 2026.

All funds must be used to assist Marana's LMI residents, and meet one or more of the following HUD objectives:

- Benefit LMI persons,
- Aid in the prevention or elimination of slums and/or blight, or
- Meet a need having a particular urgency (referred to as urgent need).

The AAP for PY 2026 determines how the Town spends the year four HUD allocation of $223,434. We have chosen to continue offering the programs we currently provide, which are Home Rehabilitation and Utility Assistance (Public Services). This year we will be allocating funds for a Town Parks ADA accessibility assessment. A breakdown of the $223,434 year-four funding is as follows:

- Home Rehabilitation: $75,233
- Public Services: $33,515
- Parks ADA Assessment: $70,000
- Program Administration: $44,686

Financial Impact:

Fiscal Year:	2026/2027
Budgeted Y/N:	Y
Amount:	$223,434

Once adopted, Annual Action Plan will govern how CDBG grant revenue can be expended. CDBG funds do not require a match from the Town.

Staff Recommendation:

Staff recommends approval of the PY 2026 Annual Action Plan.

Suggested Motion:

I move to adopt Resolution 2026-028; approving and adopting the Town of Marana Plan Year 2026 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.

Attachments

Marana Resolution No. 2026-028

Exhibit A to Marana Resolution No. 2026-028

MARANA RESOLUTION NO. 2026-028

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND ADOPTING THE TOWN OF MARANA PLAN YEAR 2026 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

WHEREAS the Town of Marana recognizes the need to provide safe, affordable housing and neighborhood infrastructure for its citizens and has applied for Community Development Block Grant (CDBG) funding for these purposes; and

WHEREAS, on May 2, 2023, the Town Council adopted Resolution No. 2023-039, approving the Town of Marana Five-Year Consolidated Plan for 2023-2027, including the 2023 Annual Action Plan (AAP), and the Town of Marana Assessment to Fair Housing Report for the Town of Marana CDBG Program and authorized transfer of the documents to the United States Department of Housing and Urban Development (HUD); and

WHEREAS on June 4, 2024 the Town Council adopted Resolution No. 2024-058, approving the 2024 AAP and transfer of documents to HUD; and

WHEREAS on June 17, 2025 the Town Council adopted Resolution No. 2025-066, approving the 2025 AAP and transfer of documents to HUD; and

WHEREAS the Town must now submit its Plan Year 2026 AAP to HUD; and

WHEREAS the Town Council finds that adoption of the 2026 AAP as set forth in this resolution is in the best interests of the Town and its residents.

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

SECTION 1. The Plan Year 2026 AAP for the Town's CDBG program, in substantially the form as attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Town Manager is hereby authorized to transmit the Plan Year 2026 AAP to HUD 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, including providing any additional information required by HUD.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 5th day of May, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA AZ

COMMUNITY &
NEIGHBORHOOD SERVICES

TOWN OF MARANA ANNUAL

ACTION PLAN 2026

Questions related to this report can be sent to:
Community & Neighborhood Services
Town of Marana 11555 W. Civic Center Dr.
Marana, AZ 85653
(520) 382-1926
Email: cbyler@maranaaz.gov

Table of Contents

Executive Summary 1
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 1
PR-05 Lead & Responsible Agencies – 91.200(b) 4
AP-10 Consultation – 91.100, 91.200(b), 91.215(l) 5
AP-12 Participation – 91.105, 91.200(c) 19
Expected Resources 24
AP-15 Expected Resources – 91.220(c)(1,2) 24
Annual Goals and Objectives 27
Projects 30
AP-35 Projects – 91.220(d) 30
AP-38 Project Summary 31
AP-50 Geographic Distribution – 91.220(f) 34
Affordable Housing 35
AP-55 Affordable Housing – 91.220(g) 35
AP-60 Public Housing – 91.220(h) 36
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 38
AP-75 Barriers to affordable housing – 91.220(j) 41
AP-85 Other Actions – 91.220(k) 43
Program Specific Requirements 46

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Town of Marana 2026-2027 Action Plan details the available resources and activities that will utilize Community Development Block Grant (CDBG) funds received from the U.S. Department of Housing and Urban Development (HUD).

Marana's Annual Action Plan will outline the objectives, goals, and projected outcomes to be carried out utilizing CDBG funds during the third year of the Five-Year Consolidated Plan. Priorities presented in the fourth year Annual Action Plan were developed during the public process of creating the Five-Year Consolidated Plan and represent any input from the residents during the development of this year's plan. The Town of Marana agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. The Town of Marana will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

Marana's estimated allocation is $223,434 in CDBG funds. All funds must be used to assist Marana's low to moderate income residents, and meet one or more of the following HUD objectives:

- Benefit low and moderate income (LMI) persons,
- Aid in the prevention or elimination of slums and/or blight; or
- Meet a need having a particular urgency (referred to as urgent need)

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Town of Marana will allocate funding to meet the goals and objectives outlined in the Consolidated Plan. In Program Year 2026, projects will invest entitlement funds to continue supporting the following:

1. Housing Rehabilitation
2. Homeless Prevention
3. Public Services
4. Planning & Administration

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Marana is a relatively new entitlement community, currently in its third year of receiving CDBG funding. Prior to entitlement status, the Town administered CDBG funds as a subrecipient through Pima County, which provided foundational experience in program delivery and compliance. During the first year as an entitlement grantee, efforts were primarily focused on establishing administrative systems, policies, and procedures to ensure regulatory compliance and effective program implementation.

Since that time, the Town has transitioned from program development to active service delivery, successfully assisting over 80 low- and moderate-income residents through housing rehabilitation and utility assistance programs. This early performance demonstrates both a strong community need for these services and the Town's growing capacity to administer them effectively.

Evaluation of past performance indicates that housing stability and affordability remain critical needs within the community. Demand for housing rehabilitation assistance has consistently met or exceeded available resources, and utility assistance has served as an important tool in preventing housing instability among vulnerable households. These outcomes have directly informed the selection of goals and projects outlined in this Annual Action Plan, with a continued emphasis on preserving existing housing stock, supporting low- and moderate-income households, and maintaining program delivery systems that are responsive to community needs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation plays an integral role throughout the planning and development of the Annual Action Plan. Participation of its Citizens in the process is desired to ensure the Town is utilizing the resources towards projects that its residents have identified as a high priority. Additionally, effective citizen participation helps to better inform the public, identify hidden community needs, bring forward citizen ideas, and generate involvement and commitment to proposed solutions.

The Town of Marana held two Community Meetings prior to the development of the draft Annual Action Plan. One was held virtually at 11:00am on February 26, 2026 and the second was held in person at 5:30pm on the same day. We also presented the information to the Marana Chamber of Commerce members on the same day at 8:00am. The intent was to present the public with an overview of the programs funded during PY 2025 and to allow the public an opportunity to provide their insights on

community needs and potential projects. We had public attendance at our in-person meeting, but none during the virtual meeting.

There was a 30-day comment period from March 25, 2026 to April 24, 2026. During that time, the Town conducted two in-person public hearings; one on April 2, 2026 at 5:30pm and the other on April 8, 2026 at 12:00pm. The public comment period and public hearings were announced through an advertisement in The Daily Territorial, posted on the Town's website and social media, and posted in public locations such as Town Hall. The public hearing notice included the meeting location, date, time, key staff contacts, topics to be considered, and the beginning and ending dates of the public comment period. The notice also included information for citizens requesting reasonable accommodations for a disability. In addition to commenting at the public hearing, citizens were invited to submit written comments to the Community and Neighborhood Services Department by mail, phone, or email. Final approval by the Town of Marana Council was held on May 5, 2026.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One comment was received during the comment period. The comment was in support of the Home Rehabilitation Program as a needed program, specifically within the Honea Heights neighborhood.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The Town of Marana is committed to allocating funds that serve the needs of low-income residents. Marana will continue to utilize its CDBG appropriations over the next year to address the goals and objectives set forth in the plan. These goals and objectives include, but are not limited to, affordable housing by way of housing rehabilitation and homeless prevention. A majority of CDBG funds will continue to be targeted in the low-income area and neighborhoods of the Town of Marana.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Town of Marana	Community and Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The Town of Marana Community and Neighborhood Services Department serves as the lead agency for the CDBG grant.

Consolidated Plan Public Contact Information

Christine Byler, Community Services Coordinator

Community and Neighborhood Services Department

11555 W Civic Center Dr., Marana, AZ 85653

(520) 382-1926

https://maranaaz.gov/cdbg-annual-action-plan

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

During the development of the 2026 Annual Action Plan, The Town of Marana consulted with representatives from multiple community service providers, town departments, advocacy groups, and organizations involved in the development of affordable housing, the creation of job opportunities for low- and moderate-income residents, and/or the provision of services to children, elderly persons, persons with disabilities, persons with mental health and/or substance use disorder, and homeless persons. To facilitate this consultation, the Town solicited feedback through the following methods:

- Detailed email to include comment period dates, invitation to community meetings and public hearings; and a slide show presentation
- Two (2) Community Meetings; and
- Three (3) Public Hearings.

To gather the most in-depth information, the Town consulted with a variety of community service providers, advocacy groups and organizations concerning the housing, community, and economic development needs of the community. Each of the groups or organizations consulted is listed below. The input received from these consultation partners helped establish and inform the objectives and goals described in the Strategic Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During the development of the 2026 Annual Action Plan, the Town consulted with several organizations that provide housing, health services and other community-focused programs. Outreach included invitations to community meetings and public hearings, as well as a slideshow presentation. The Town recognizes the importance of continued coordination and alignment during the upcoming five-year Consolidated Plan period with organizations and providers. The Town will continue to look towards these organizations to assist in the implementation of projects using CDBG funds. The Make Marana 2040 General Plan describes several of the goals and underlying policies related to public and private coordination of health care and other services, including a specific aim that area medical facilities provide convenient access to health care for residents of all ages and needs through partnerships with Sun Shuttle paratransit services and Marana Health Center, which provides health care and behavioral health services throughout the community.

The Town also collaborates formally with other jurisdictions in Pima County, and with the County itself, on broader coordinated efforts aimed at addressing issues related to poverty, housing, and

public health. Town of Marana is represented on the Pima County Affordable Housing Commission, which makes recommendations to Pima County's Board of Supervisors to increase the supply of housing across Pima County that is affordable, sustainable, safe, and promotes individual and community prosperity. Additionally, Pima Early Education Program (PEEPs) is designed to assist children from income eligible families to attend high quality preschool at over 300 locations across Pima County. By actively collaborating with existing state and federal programs, the target is to assist all income eligible families who want to send their children to high quality preschool in Pima County. Funding for PEEPs is provided by Pima County, the City of Tucson, Towns of Marana and Oro Valley, and participating school districts. Donations to the United Way of Tucson and Southern Arizona from individuals, businesses, and non-profits complement the program.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Pima County's homeless system of care is comprised of a network of public, private, faith-based, for-profit, and nonprofit service providers that utilize several federal, state, and local resources to provide services for persons experiencing homelessness. At an institutional level, Pima County, and underlying municipalities like Marana work with the Tucson Pima Collaboration to End Homelessness (TPCH), the region's Continuum of Care (CoC) in the administration and delivery of CoC services. Town of Marana is an active member of TPCH and participated in the 2025 Point in Time Count.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A. Town of Marana does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Town of Marana - Mayor and Council
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town's Mayor and Council Members provided insights and guidance with regards to overarching Town priorities specific to both housing and non-housing needs.
2	**Agency/Group/Organization**	Town of Marana Community and Neighborhood Services
	Agency/Group/Organization Type	Housing Services-Elderly Persons Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Market Analysis Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director and staff of the Town's Community and Neighborhood Services Department provided a variety of resources on housing and non-housing services and resources throughout the community, including regional plans.

3	**Agency/Group/Organization**	Town of Marana Development Services
	Agency/Group/Organization Type	Housing Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff has stressed the community need to have more affordable housing in Marana. The Town of Marana continues to experience significant multifamily housing growth, with more than 1,000 apartment units currently under construction across several projects throughout the community. While this increased development helps expand housing supply, only a portion of these units are designated as affordable, including the recently opened 200-unit affordable community The Safford, which provides homes for households earning below 60% of Area Median Income.
4	**Agency/Group/Organization**	Town of Marana Town Manager
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town Manager and Deputy Town Manager were consulted regarding current and proposed Town priorities specific to both housing and non-housing needs. Both the Town Manager and Deputy Town Manager supported continuing to focus on housing rehabilitation and utility assistance to serve the needs of the community.
5	**Agency/Group/Organization**	Town of Marana Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was given to the members and staff of the Marana Senior Center to obtain feedback.
6	**Agency/Group/Organization**	Town of Marana Parks and Recreation
	Agency/Group/Organization Type	Services-Children Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Recreation Superintendent and Deputy Director of the Town Parks and Recreation Department provided insights into needs related to regional parks and recreational facilities, including those related to homelessness and use of public facilities.

7	**Agency/Group/Organization**	Town of Marana Code Enforcement
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Chief Code Enforcement/Animal Control Officer provided insights into challenges and needs related to Town code and neighborhood-specific needs, particularly in our low income/colonia neighborhoods.
8	**Agency/Group/Organization**	Tucson Pima Collaboration to End Homelessness
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a member of the general council of the TPCH, we were given the opportunity to hear the needs of the greater community through community partners. Some of those community partners include: Interfaith Community Services, Our Family Services, Community Food Bank of Southern Arizona, Pima Council on Aging, and Primavera Foundation.

9	**Agency/Group/Organization**	Marana Food Bank and Resource Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Education Services-Employment Food Bank and Resource Center
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Marana Food Bank recently underwent a change in ownership this year. Staff has met with the new food bank and has multiple seats on their advisory board. Understanding the needs of the community will help the food bank offer the most appropriate resources to the community and help the Town know best how to support the mission of the Food Bank Resource Center.
10	**Agency/Group/Organization**	Marana Health Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Marana Health Center to obtain feedback.
11	**Agency/Group/Organization**	Marana Unified School District Family Resource Center
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Marana Unified School District to obtain feedback. Staff members attended a community meeting.
12	**Agency/Group/Organization**	Interfaith Community Services (ICS)
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Interfaith Community Services to obtain feedback.

13	**Agency/Group/Organization**	Pascua Yaqui Tribe
	Agency/Group/Organization Type	Tribal Government
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Pascua Yaqui Tribe to obtain feedback.
14	**Agency/Group/Organization**	La Paloma Academy
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to the staff of the La Paloma staff to obtain feedback. Staff participated in a community meeting.
15	**Agency/Group/Organization**	Town of Marana - Finance
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Deputy Director of the Town of Marana Finance Department was consulted regarding housing and non-housing needs in the Town.

16	**Agency/Group/Organization**	Pima County Community Development Block Grant Program
	Agency/Group/Organization Type	Services - Housing Other government - County Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Pima County Community Development to obtain feedback.
17	**Agency/Group/Organization**	Community Christian Church of Marana
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Community Christian Church of Marana to obtain feedback.
18	**Agency/Group/Organization**	Adonis HOA
	Agency/Group/Organization Type	Homeowner Association Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Adonis HOA to obtain feedback. HOA president participated in a community meeting.
19	**Agency/Group/Organization**	Town of Marana - Town Clerk
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town Clerk was consulting regarding housing and non-housing needs in Marana.
20	**Agency/Group/Organization**	Marana Chamber of Commerce
	Agency/Group/Organization Type	Regional organization Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Marana Chamber of Commerce to obtain feedback.
21	**Agency/Group/Organization**	Tucson Electric Power
	Agency/Group/Organization Type	Electric Provider
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of Tucson Electric Power to obtain feedback.
22	**Agency/Group/Organization**	Trico Electric Cooperative
	Agency/Group/Organization Type	Electric Provider
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of Trico Electric Cooperative to obtain feedback.
23	**Agency/Group/Organization**	The Springs Church
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of The Springs Church to obtain feedback.
24	**Agency/Group/Organization**	Alive in Christ Lutheran Church
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Alive in Christ Lutheran Church to obtain feedback.
25	**Agency/Group/Organization**	Town of Marana Economic Development
	Agency/Group/Organization Type	Services-Employment Other government - Local
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director of the Town's Economic Development Department was consulted on regional economic development planning and associated housing and service needs.
26	**Agency/Group/Organization**	Pima County - Prosperity Initiative
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Members of Pima County's Prosperity Initiative were consulted regarding countywide efforts, inclusive of Marana, to address broadband access and digital inclusion needs, as well as to account for planning considerations related to climate change.

Identify any Agency Types not consulted and provide rationale for not consulting

All Agency Types were consulted during the preparation of the 2026 Annual Action Plan

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Tucson Pima Collaboration to End Homelessness (TPCH)	As part of the Strategic Plan, the Town of Marana has a goal to "Increase access to homeless prevention programs for Low- to moderate-income residents." The TPCH mission is to prevent and end homelessness in Tucson and throughout Pima County. TPCH is the entity that collects data, such as the Housing Inventory Charts (HIC) and Point in Time (PIT) Counts for the county. Town officials will work with TPCH to conduct a PIT Count in our jurisdiction.
Assessment of Fair Housing	Town of Marana	As part of this Consolidated Plan, the Town of Marana developed the Assessment of Fair Housing (AFH). Contributing Factors identified in the AFH for Marana are incorporated into the Consolidated Plan's Strategic Plan.
Make Marana 2040 General Plan	Town of Marana	The goals of the Strategic Plan in this Consolidated Plan are directly responsive to Make Marana 2040 General Plan goals in the areas of Housing, Public Services and Facilities, and Community Preservation, Revitalization, and Redevelopment.
Strategic Plan 5	Town of Marana	The goals of the Strategic Plan in the Consolidated Plan are directly responsive to the Vibrant Community Focus Area and goal to support initiatives that enhance the quality of Marana neighborhoods.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

According to Marana's Citizen Participation Plan, residents and stakeholders are given multiple opportunities to comment on the plan during the plan development. Two community meetings were scheduled for February 26, 2026, to allow the public an opportunity to provide their insights on community needs and potential projects. A 30-day comment period from March 25, 2026 to April 24, 2056 was posted on Marana's website and two public meetings were scheduled on April 2, 2026, and April 8, 2026 to provide opportunities for public comment. The public meetings are posted on social media and Marana's website, noticed through public hearing notices at municipal buildings as well as being advertised in a newspaper with local circulation. Notices provide information about alternative formats and accommodations for disabilities and language barriers. One comment was received during the comment period. The comment was in support of the Home Rehabilitation Program as a needed program, specifically within the Honea Heights neighborhood.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Town Website Posting	Minorities Non-English Speaking - Specify other language: Spanish, American Sign Language, Other Persons with disabilities Non-targeted/broad community	N/A	One comment was received during the comment period. The comment was in support of the Home Rehabilitation Program as a needed program, specifically within the Honea Heights neighborhood.	N/A	https://www.maranaaz.gov/cdbg-annual-action-plan

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Social Media Posting	Non-targeted/broad community	N/A	None	N/A	
3	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish, American Sign Language, Other Persons with disabilities Non-targeted/broad community	N/A	None	N/A	https://thedailyterritorial.column.us/search?activeNotice=VNJ2Id40QB3ypNjmxbpG-0 https://thedailyterritorial.column.us/search?activeNotice=r5bvfQd6PvVUSssaOgjP-0

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Notice	Non-English Speaking - Specify other language: Spanish, American Sign Language, Other Persons with disabilities Non-targeted/broad community	N/A	None	N/A	https://www.maranaaz.gov/cdbg-annual-action-plan
5	Community Meetings	Non-targeted/broad community	N/A	None	N/A	https://www.maranaaz.gov/cdbg-annual-action-plan

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Hearing	Non-targeted/broad community	N/A	None	N/A	https://www.maranaaz.gov/cdbg-annual-action-plan

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

During Program Year 2026, the Town anticipates the availability of the following resources by funding type, inclusive of HUD fund program income, prior year(s) and local resources: CDBG -$223,434

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	223,434	0.00	0.00	223,434	200,000	The annual allocation of CDBG funds is subject to Federal appropriations and changes in demographic data used in HUD's formulas for each respective program.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

Depending on the financing structure of a given project, it may be advantageous for the Town to use CDBG funds to leverage appropriate state, local, and private resources, including but not limited to those listed below.

State Resources from the Arizona Department of Housing and Economic Security include:

- Low-income Housing Tax Credit financing for developers of affordable rental housing serving households with income below 60% of the area median income.
- HOME funds for housing development.
- Homelessness prevention funding targeted to preventing eviction and maintaining housing stability.

Local and Private Resources include:

- Outside Agency Program. Funded by the Pima County General Fund, the Outside Agency Program allocates funds to nonprofit agencies that provide overarching services, emergency food and clothing, senior support, services for vulnerable and at-risk children, youth and families, temporary shelter, support services, and homelessness prevention programs.
- Pima County GAP Funding. Pima County allocated $5 million for the purpose of improving housing affordability across the county in FY2026. In FY2024, Dominium Management Services, LLC received one million dollars in GAP Funding for affordable apartments in Marana, which were completed in 2025
- Community Services, Employment and Training (CSET) programs. CSET administers workforce investment and other programs to improve the economic and social sustainability of the County. CSET programs develop skilled workers for quality jobs, assist employers to address workforce and recruitment needs, mitigate the impact of layoffs, assist households in financial crisis, and help persons with barriers, such as homelessness and lack of literacy, to transition in the County's economic talent pool.
- MHC Healthcare. MHC Healthcare has 16 health centers and serves over 50,000 patients annually with primary care, dental care, some specialty care, WIC program, and behavioral health. MHC Healthcare has a Sliding Fee Scale (SFS) program for eligible households and takes Medicaid, as well.
- Federal Home Loan Bank resources that support savings for homeownership and provide financing for affordable housing development and preservation.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Town of Marana does not have publicly owned land or property located within the jurisdiction that can be used to address the needs identified in the plan.

Discussion

The Town of Marana is expected to receive an estimated $200,000 of CDBG funding annually from HUD for the next five years.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Infrastructure	2023	2027	Non-Housing Community Development	Townwide	Public Facilities and Infrastructure	CDBG: $70,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: Pubic Facilities
2	Public Services	2023	2027	Non-Housing Community Development	Townwide	Public Services	CDBG: $.00	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
3	Affordable Housing	2023	2027	Affordable Housing Non-Housing Community Development	Townwide	Affordable Housing	CDBG: $75,233	Homeowner Housing Rehabilitated: 3 Household Housing Unit
4	Homeless Prevention	2023	2027	Affordable Housing Homeless	Townwide	Homeless Prevention	CDBG: $33,515	Homelessness Prevention: 60 Persons Assisted
5	Program Administration	2023	2027	Program Administration	Townwide	Program Administration	CDBG: $44,686	Other: 1 Other

Table 6 – Goals Summary

*The funding amounts, program allocations, and proposed activities included in this Annual Action Plan are based on estimated funding levels. Final amounts are subject to change upon receipt of official funding allocations from HUD. The jurisdiction reserves the right to adjust budgets, activities, and outcomes as necessary to reflect actual funding levels and community needs.

Goal Descriptions

1	**Goal Name**	Public Facilities and Infrastructure
	Goal Description	Goal: Enhance the quality and use of the public facilities and infrastructure in Marana. Improve Town public facilities using CDBG funding, including community centers, senior or multi-generational centers, fire stations and other public buildings. Improve Town infrastructure, including sidewalks and street improvements, lighting and flood drainage and water/sewer improvements.
2	**Goal Name**	Public Services
	Goal Description	Goal: Improve access to public services for low- to moderate-income residents. Programs funded under this goal are services for low- to moderate-income persons and at-risk populations, including but not limited to youth and senior services.
3	**Goal Name**	Affordable Housing
	Goal Description	Goal: Low- to moderate-income residents will have access to safe, decent, and affordable housing. CDBG funding for rehabilitation of housing occupied by LMI owners, including energy-efficient, necessary maintenance and accessibility improvements.

4	**Goal Name**	Homeless Prevention
	Goal Description	Goal: Increase access to homeless prevention programs for Low- to moderate-income residents Increased access to homeless prevention programs will help reduce the risk of homelessness. Programs funded under this goal may include utility assistance and emergency rental assistance.
5	**Goal Name**	Program Administration
	Goal Description	Goal: Efficiently administer and manage program funding and reporting

Projects

AP-35 Projects – 91.220(d)

Introduction

To address priority needs identified in the Strategic Plan, the Town of Marana will invest its CDBG in projects that develop preserve affordable housing units, develop, or improve public facilities and infrastructure and provide services to low-and moderate-income residents. In addition to addressing the priority needs in the Strategic Plan, the projects in the 2026 Action Plan will further HUD's national goals for the CDBG programs to provide decent housing opportunities, maintain a suitable living environment and expand economic opportunities for low- and moderate-income Marana residents.

Projects

#	Project Name
1	Program Administration
2	Home Rehabilitation
3	Subsistence Payments
4	Parks and Recreational Facilities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Town's allocation priorities are based on identified community needs, with a focus on maintaining safe and stable housing, supporting low- and moderate-income households, and improving accessibility to public facilities. Funding for home rehabilitation and utility assistance is prioritized to help residents address critical housing conditions, prevent displacement, and maintain housing stability. Administrative funds support effective program delivery and compliance with federal requirements.

The inclusion of an accessibility assessment of parks and recreational facilities reflects the Town's commitment to identifying and removing barriers to access in accordance with the Americans with Disabilities Act. This effort will help guide future investments to ensure public spaces are safe and inclusive for individuals with disabilities.

Obstacles to addressing underserved needs include limited funding relative to the demand for services, rising construction and material costs, and the increasing cost of housing in the region. Additionally, capacity constraints and the complexity of federal requirements may impact the pace at which programs can be implemented. Despite these challenges, the Town continues to prioritize activities that provide the greatest benefit to low- and moderate-income residents and address critical community needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Program Administration
	Target Area	Townwide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: $44,686
	Description	Funds will be used for general administrative costs associated with the implementation and oversight of the Town's Community Development Block Grant (CDBG) program. Eligible costs include staff time for program administration, financial management, reporting, and compliance activities; procurement and maintenance of program management software; and on-call technical assistance to support regulatory compliance and program administration. These activities are necessary to ensure the effective and compliant delivery of CDBG-funded programs.
	Target Date	6/30/27
	Estimate the number and type of families that will benefit from the proposed activities	Low to moderate income individuals will benefit from CDBG programs townwide.
	Location Description	Townwide
	Planned Activities	General Program Administration (21A).
2	**Project Name**	Home Rehabilitation
	Target Area	Townwide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $75,233
	Description	Funds will be used to provide home repairs to eligible residents to ensure safe, functional, and comfortable living conditions. Eligible repairs may include, but are not limited to, roof repairs or replacements, water heater replacements, heating or air conditioning repairs or replacements, and structural repairs. Program delivery includes all necessary activities to support project implementation, such as application processing, eligibility

		verification, environmental review, work write-ups, contractor coordination, and project oversight to ensure compliance with applicable requirements.
	Target Date	6/30/27
	Planned Activities	Funding will be used for rehabilitation: single-unit residential (14A) and rehabilitation: energy efficiency improvements (14F). These planned activities will meet at least two of three national objectives: 1) benefits to low- and moderate-income persons, and 2) aid in the prevention or elimination of slums and blight.
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 3 affordable housing units will be renovated and/or updated.
	Location Description	Townwide
3	**Project Name**	Subsistence Payments
	Target Area	Townwide
	Goals Supported	Affordable Housing Homeless Prevention
	Needs Addressed	Affordable Housing Homeless Prevention
	Funding	CDBG: $33,515
	Description	Funds will provide short-term financial assistance to eligible residents to help maintain stable housing. Assistance may include, but is not limited to, utility payments, rent, or mortgage support.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	60 LMI households receiving direct financial assistance will benefit from this activity.
	Location Description	Townwide

	Planned Activities	Funds will be used for Subsistence Payments (05Q) to help LMI households maintain stable housing. The activities meet the national objective of benefiting low- to moderate-income persons.
4	**Project Name**	Parks and Recreational Facilities
	Target Area	Townwide
	Goals Supported	Public Facilities and Infrastructure
	Needs Addressed	Public Facilities and Infrastructure
	Funding	CDBG: $70,000
	Description	This project supports the development and enhancement of parks and recreational facilities that provide safe, accessible, and inclusive spaces for residents. Improvements may include new park development, rehabilitation of existing facilities, installation of playground or recreational equipment, and accessibility upgrades.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 23,000 households are expected to benefit from this activity. The primary beneficiaries are families that include persons with disabilities, who will benefit from improved accessibility in public parks and recreational facilities. Indirectly, all households in Marana will benefit from enhanced accessibility and safety in public spaces
	Location Description	Townwide
	Planned Activities	This activity will fund an accessibility assessment of public parks to identify barriers that limit access for persons with disabilities. The assessment will evaluate existing park facilities and identify recommended improvements to increase accessibility and usability.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

At present, the Town of Marana is not implementing any official HUD designated and non-HUD designated geographic based priority areas such as investment and reinvestment areas, Empower Zones, or Brownfields. Allocations and program activities are funded townwide in accordance with eligibility and program priorities set through sub-recipient department policies.

Geographic Distribution

Target Area	Percentage of Funds
Townwide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Town's primary method of allocating CDBG dollars is to assist low- to moderate-income and special needs populations. To the extent that specific geographic areas have greater needs than other areas in the town and/or if service and housing organizations are in certain areas, they will receive a larger proportionate share of the funding.

Discussion

All priority needs, goals, and projects are designed to serve the geographic distribution area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The Town of Marana has identified that there is a shortage of affordable housing options within the town. The 2023-2027 Consolidated Plan, along with other housing-related studies and initiatives, promotes the need for affordable housing for a variety of households. During PY 2026, the Town will address the shortage by preserving the current affordable housing units that are currently affordable for low- to moderate income households through the home repair programs and assist households with subsistence payments to prevent utility shutoff for eligible households. Households assisted through these programs include homeless, non-homeless, and at-risk populations.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	3
Special-Needs	0
Total	3

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The Town of Marana is committed to improving the availability of affordable housing options for all residents, especially low to moderate households, in Marana.

AP-60 Public Housing – 91.220(h)

Introduction

Marana does not have any public housing located within its town limits. However, The City of Tucson administers the Pima County Section 8 program, which does include Marana. The City of Tucson Housing Authority's public housing and other affordable rental housing units are administered by property management offices regionalized throughout the city. The property management team at each office is responsible for residential property management activities associated with its assigned projects including property maintenance and modernization work.

Actions planned during the next year to address the needs to public housing

In 2021, the PHA completed a Physical Needs Assessment and received HUD Technical Assistance to develop an Asset Repositioning Plan. The Asset Repositioning Plan will include strategies on modernization, disposition, and purchasing of units in Tucson.

There is currently no public housing in Marana nor any current plans to build public housing in Marana. However, the Town of Marana will work with the City of Tucson HCD if the PHA is interested in building public housing in Marana in the future as the town continues to grow.

If low-income residents in need of affordable housing are identified in Marana, the Town of Marana will provide information about the Pima County Section 8 Program and how to apply to be on the wait list.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The PHA continues to expand the efforts of establishing resident councils across all the AMP offices. Resident councils work in collaboration with PHA staff to support public housing operations and resident quality of life. Public housing residents are also represented on the City of Tucson Commission on Equitable Housing and Development which provides guidance and direction to the City of Tucson HCD and elected officials. The PHA encourages public housing residents to participate in homeownership through the Family Self Sufficiency (FSS) Program. The FSS program provides financial literacy, budgeting, skill development, and supportive services to promote homeownership readiness. Participants establish an escrow savings account during participation which can be used for down payment and/or closing costs; and is often supplemented by down payment assistance programs administered by HCD and other homeownership programs.
There are around 8 households in Marana that utilize the Housing Choice Voucher (HCV) program and may participate in the FSS programs. However, participation in the programs are not required.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The City of Tucson and Pima County PHAs are not designated as troubled. Not applicable.

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The key solution to ending homelessness is the stewarding of persons experiencing homelessness through the transition to permanent housing closely aligned with supportive services that ensure housing stability. Marana does not have any direct services for people experiencing homelessness in Marana. Services are primarily located in nearby Tucson.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Tucson Pima Collaboration to End Homelessness (TPCH) is a coalition of community and faith-based organizations, government entities, businesses, and individuals committed to the mission of ending homelessness and addressing the issues related to homelessness in Pima County. The CoC currently coordinates outreach activities through partnerships between the City of Tucson, Pima County, behavioral health entities, and local non-profit outreach programs. These efforts have proven effective in reaching out to unsheltered homeless people. Outreach workers are trained to conduct VI-SPDAT screening in the field and use progressive engagement strategies with unsheltered individuals toward the aim of engaging them in shelter, supportive housing, and/or other available housing subsidies. The TPCH is the organization in Pima County that conducts the annual Point in Time (PIT) Count. The Town of Marana will collaborate with the TPCH and other local community partners to conduct a PIT Count within Marana to better understand the extent of homelessness within the town's jurisdiction. Once the extent of homelessness is better understood, the Town can work on developing strategies to assess and address an individual's needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

Marana does not currently offer emergency shelter and/or transitional housing within its town limits. The nearest shelters are located in Tucson. Pima County uses its ESG funds to support emergency and transition housing for people experiencing homelessness within the county. However, Marana Police Department officials provide information of regional resources to individuals they encounter who may be experiencing homelessness. Until the extent of homelessness is understood within Marana, Marana cannot address the emergency shelter and transition housing needs of homeless persons within its jurisdiction.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC is the lead organization in Pima County that addresses the needs of homeless persons and helps them make the transition to permanent housing. The Town of Marana is a member of the CoC General Council and meets quarterly with other community partners. The Town of Marana will also be partaking in the annual Point in Time (PIT) count to gain a better understanding of the homeless within Marana.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining housing and has no reasonable alternatives for obtaining subsequent housing. Homelessness often results from a complex set of circumstances that require people to choose between food, shelter, and other basic needs. Examples of common circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage, or deterioration to housing, and fleeing from family violence.

Individuals and families are able to access homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources in Pima County. The type of services varies by funding source ranging from rent/utility assistance only to a broad range of prevention assistance (transportation, vehicle repair, daycare, etc.) designed to help people remain stably housed. People being discharged from a publicly funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Additionally, families are able to receive assistance from their child(ren)'s school through McKinney-Vento funds providing transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

Pima County's Housing First pilot program is a collaborative effort of the Pima County and City of Tucson Criminal Justice systems, the City of Tucson Housing and Community Development Department and Old Pueblo Community Services. The program is designed to coordinate housing and services for people that cycle between shelters, hospitals, jails, treatment programs, and the streets and may be overlooked by traditional approaches. The program accepts referrals from the collaborating organizations and provides employment services, parenting/coaching life skills, health and behavioral health services, substance use

treatment and case management services.

The Town of Marana has allocated some of its CDBG dollars to continue its utility assistance program to help LMI households who are at risk of utility shutoff pay their utility bills. This program is the first step in helping prevent homelessness in the community. As the program grows and more money to fund the initiative grows, the Town hopes to expand to rental and/or mortgage payment assistance as well.

Discussion

As a newly established entitlement community, Marana will work to improve its resources and services for people experiencing homelessness within its town limits. The town currently has limited services to help people currently experiencing homelessness, but there are many services and resources located in Tucson and Pima County that Marana residents can access. We have made many of these services available on our website.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

As part of the Consolidated Plan process, an Assessment of Fair Housing was conducted for Marana. The Assessment for Fair Housing (AFH) is a review of barriers that prevent people from choosing their preferred housing, including an assessment of the availability of affordable, accessible housing. MA-40 of the Consolidated Plan also addresses barriers to affordable housing. The primary barriers to affordable housing identified in the AFH and MA-40 are summarized below.

Housing Costs and Cost Burden. With a median household income of $117,926, Marana is a relatively affluent community compared to other towns in Southern Arizona. Despite a higher median household income, 2,564 households (23.3%) in Marana are considered cost burdened by spending more than 30% of their income on housing costs. Households that are considered cost burdened are more likely to experience housing instability.

Development Costs. The cost of developing affordable housing, inclusive of land, material, and labor costs, has outpaced inflation in recent years. Development fees, often referred to as impact fees, also contribute to the increased cost of development and are gaining more attention as a barrier to construction. However, the Town does have a program, "Marana Affordable Housing Support Program," for Impact Fee assistance for those earning at or below 80% AMI.

Zoning. The Town has flexible zoning policies that allow for a variety of development options. However, developers tend to develop subdivisions that are similar to what has been successful in prior years. In the past few years, the Town has seen some new development of apartments and rental homes.

Education and Outreach. Educational opportunities regarding fair housing and affordable housing are not widely available in Marana. While the community survey revealed that many residents were familiar with Fair Housing laws, there is likely a large population of residents who don't understand their rights. Thus, fair housing and affordable housing education has been identified as an effective strategy for furthering fair housing and mitigating "Not in my backyard (NIMBYism)." As a new entitlement community, the Town of Marana will develop Fair Housing educational tools available on the town website and within the Community & neighborhood Services Department.

Housing Options for At-Risk Populations. Housing that is accessible for special populations, such as seniors or persons with seen or unseen disabilities, is limited in Marana. Universal design principles in new development and retrofit programs for existing housing would allow for more accessible housing options allowing people to age in place and remain safely in their homes.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the

return on residential investment

The Town of Marana has identified four Fair Housing Goals to address over the next five years.

- Increase the number of affordable housing units and preserve existing units
- Increase community education about affordable housing
- Increase understanding of housing discrimination and Fair Housing
- Develop fair housing monitoring and reporting policies in Marana

To help address these goals, the Town is utilizing a portion of the allocated CDBG funds to provide housing rehabilitation to qualifying residents. This program will assist in preserving existing units within the Town of Marana. The Town Council adopted a new zoning category that was created by the Planning Department for Attached Single Family Homes. This new category is allowed in most of our residential zones and two of our commercial zoned areas. This will give more flexibility on housing product type throughout the Town limits. The Planning Department is continuing to evaluate the zoning code based on recent Arizona legislative actions. We also provide Fair Housing information on our website, as well as a list of additional resources from community partners.

Discussion:

As part of the 2023-2027 Consolidated Plan, the Town will implement the goals and supported strategies identified in the 2023 Assessment of Fair Housing to continue to affirmatively further fair housing in Marana.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses Marana's efforts to address underserved needs, expand and preserve affordable housing, reduce lead-based paint hazards, develop institutional structure for delivering housing and community development activities, and address identified impediments to fair housing choice.

Actions planned to address obstacles to meeting underserved needs

In prior years, the Town of Marana received CDBG funding through Pima County. The Town used the limited funds for Colonia cleanup and home repair program for eligible households. With more funding, the Town of Marana would like to develop strategies to prevent homelessness in addition to expanding their current home repair and Neighborhood cleanup programs.

Actions planned to foster and maintain affordable housing

The Town of Marana only receives CDBG funding as an entitlement community making affordable housing development a challenge without HOME or other funding. However, the Town of Marana recognizes that affordable housing is one of the biggest needs in the community. The Town can preserve its limited affordable housing stock through its home repair program to help keep LMI households in safe and affordable housing.

Additionally, the Town will continue to review its planning and zoning policies to ensure that affordable housing and housing type diversity is present in the town as it continues to grow. The Town does not currently have any affordable housing development requirements. Town staff will also continue to serve on the Pima County Regional Affordable Housing Commission.

Actions planned to reduce lead-based paint hazards

To reduce lead-based paint hazards, the Town of Marana takes the following actions:

- Include lead testing and abatement procedures, if necessary, for residential rehabilitation activities for units built prior to January 1, 1978.
- Educate residents on the health hazards of lead-based paint using brochures as well as encouraging the use of online resources moving forward.
- Encourage screening children for elevated blood-lead levels.
- Disseminate brochures about lead hazards through the Town's residential rehabilitation programs.

HUD requires the dissemination of brochures provided by the U.S. Environmental Protection Agency to all applicants as part of the transmittal of the program application. Units receiving CDBG or HOME

assistance that were built prior to January 1, 1978, are addressed in accordance with the Lead-Safe Housing Rule. If testing is required and lead-based paint is present, appropriate abatement procedures are implemented as part of the rehabilitation contract consistent with the requirements of 24 CFR Part 35.

Actions planned to reduce the number of poverty-level families

In an effort to meaningfully address families living in poverty, the goals of the 2023-2027 Consolidated Plan are aligned to support activities that provide access to affordable housing, prevent homelessness, and improve the quality of life for Marana residents.

The Town will, therefore, prioritize funding for activities that will most effectively address those goals over the next five years. This strategy will use CDBG funds to help individuals and families rise out of poverty through programs that implement accessibility to affordable, safe, and stable housing, in order to reach long-term self-sufficiency.

The Program Year 2026 Action Plan will address the most pressing need among low and moderate-income Marana residents, namely, housing safety and quality and housing instability. All other investments, including those directed toward public service programs, and infrastructure improvements are intended to promote self-sufficiency and mobility that can only be the outgrowth of a safe, affordable, stable, and accessible living environment.

Additionally, the Town provides referrals to other resources and services offered by local community service providers and Pima County.

Actions planned to develop institutional structure

The institutional structure identified in the Consolidated Plan (see SP-40) includes a formal and informal network of various agencies of local government, non-profit organizations, and private entities involved in carrying out a range of housing and supportive services programs.

As a new entitlement community, Marana is identifying and building its network of community service providers and others in Marana and Pima County. Town staff participate in the Pima County Regional Affordable Housing Commission and will investigate other opportunities to serve on relevant committees and working groups that serve the greater needs of Marana residents.

Actions planned to enhance coordination between public and private housing and social service agencies

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. Consistent with this approach, the Town of Marana supports the

efforts of Tucson Pima Collaboration to End Homelessness, the region's lead agency for the Continuum of Care (CoC), and its member organizations that address homelessness throughout Pima County. To help prevent homelessness more locally in Marana, the Town will allocate a percentage of CDBG to fund subsistence assistance programs. The Town will also welcome opportunities to partner or collaborate with any public or private housing and social service agencies in Marana on programs and projects that enhance the coordination between services.

Discussion:

With limited affordable housing within Marana and a rise in housing costs, the Town continues to dedicate funds to help address the housing and non-housing needs of at-risk and low- to moderate-income households. Recently the Safford Apartments were built in Marana by a private developer using the Low-Income Housing Tax Credit Program (LIHTC). They were also recipients of the Pima County GAP Funding for new affordable housing units. The 200 new affordable units are open for leasing and are currently at 98% capacity, with an expected 100% capacity soon.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In the implementation of programs and activities under the PY 2026 Action Plan, the Town of Marana will follow all HUD regulations concerning the use of program income, forms of investment, overall low and moderate-income benefit for the CDBG program.

Marana certifies that it will pursue all resources indicated in this Plan and will not willingly or knowingly hinder the implementation of any planned activities. This document is also located on the Department's website.

Grant-specific CDBG requirements are addressed on the following pages.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Council-Regular Meeting **A2**

Meeting Date: 05/05/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: May 5, 2026

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2026-029 : Relating to Development; approving and authorizing the Mayor to execute the Second Amendment to the Amended and Restated Vanderbilt Farms Development Agreement (Jane Fairall)

Discussion:

Background

On June 29, 2020, the Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 thru 13 & 11A (the "Vanderbilt Farms Re-Plat"), was recorded in the Pima County Recorder's office, along with the Amended and Restated Vanderbilt Farms Development Agreement. The 14 blocks depicted on the Vanderbilt Farms Re-Plat are the "Subject Property" referred to in this staff report. The Town, FCD Marana Venture I, L.L.C. ("FCD") and PEI Capital Venture I, L.L.C. ("PEI") were the parties to the Amended and Restated Vanderbilt Farms Development Agreement (the "Original Agreement"). FCD and PEI have granted SBH Marana LP ("SBH") an exclusive option to purchase the Subject Property and SBH is now the master developer of the project, now known as "Monarch." For purposes of this staff report, SBH, FCD, and PEI are collectively referred to as the "Developer."

On June 17, 2025, the Town Council approved the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement (the "First Amendment"). The primary purposes of the First Amendment were: 1) to allow the construction of Clark Farms Boulevard to proceed in three phases as blocks in Monarch are developed, with the third phase including reconstruction of the Clark Farms Boulevard/Moore Road intersection and the construction of a realigned Moore Road; and 2) to address the

discontinuation of the use of Postvale Road.

At the time of the First Amendment, Town staff indicated that the parties planned to bring forward to Council a separate agreement related to development impact fee reimbursements for Clark Farms Boulevard and the Clark Farms Sewer Interceptor project in the future. This proposed Second Amendment to the Amended and Restated Vanderbilt Farms Development Agreement (the "Second Amendment") is the anticipated separate agreement.

Reimbursement for Developer's Construction of Clark Farms Blvd. within Monarch
Clark Farms Boulevard is included in the Town's 2022 Streets Facilities Infrastructure Improvements Plan supporting development impact fees for streets facilities (the "2022 Streets IIP"). The total value of Clark Farms Boulevard provided by the Developer to the Town in connection with the development of Monarch, based on the cost identified in the 2022 Streets IIP, is $9,544,985.00. This total value is comprised of:

- $3,365,622 for the segment from Despain Drive to Lon Adams Road; and
- $6,179,363 for the segment from Lon Adams Road to Moore Road.

The Second Amendment proposes to reimburse the Developer up to the full amount of $9,544,985.00 for Clark Farms Boulevard through a combination of development impact fee reimbursements and construction sales tax reimbursements. The Developer is entitled to credit pursuant to A.R.S. § 9-463.05(B)(10) toward the payment of the Town's adopted northwest streets development impact fee (currently $2,304 per Equivalent Demand Unit ("EDU")) for the dedication and construction of Clark Farms Boulevard; however, based on the current impact fee and the number and type of building permits the Developer anticipates for Monarch, the anticipated amount of development impact fee reimbursement to the Developer is less than the total value of Clark Farms Boulevard provided by the Developer to the Town. The Second Amendment provides that the Town will also reimburse the Developer 75% of construction sales tax revenues generated from the Monarch development, until the combined total of impact fee reimbursements and construction sales tax reimbursements is $9,544,985.00. The Town's reimbursement obligation under the Second Amendment shall not exceed the sum of (i) the actual northwest streets development impact fees collected within Monarch, and (ii) 75% of the amount of actual construction sales tax revenues generated by Monarch.

Reimbursement for Developer's Construction of Sewer Line within Clark Farms Blvd.
The Town's Wastewater Facilities Infrastructure Improvements Plan (the "2022 Sewer IIP") includes a project identified as "Improvement ID 10" and described as a 15-inch x 11,500 LF gravity pipe to be constructed within Monarch, traveling west in Moore Road from its intersection with Clark Farms Boulevard at the southeast corner of Block 3 of the Vanderbilt Farms Re-Plat, north in Lon Adams Road to Clark Farms Boulevard, then west in Clark Farms Boulevard to Sandario Road (the "Clark Farms Sewer Interceptor"). Per the Town's 2025 Sewer Master Plan Update, changes in development infrastructure and timing will require the Clark Farms Sewer Interceptor alignment to be changed and the diameter of the gravity pipe to increase from 15 inches to 21 inches within Monarch. Pursuant to the proposed Second Amendment,

Town staff will bring forward to Council an amendment to the 2022 Sewer IIP (as soon as reasonably possible in compliance with the notice requirements of A.R.S. § 9-463.05) to reflect the revised alignment and size of the Clark Farms Sewer Interceptor, as well as the updated cost for the project.

Unless it has already been constructed by the Town, at the time of the Developer's construction of Clark Farms Boulevard/Moore Road Phase Three, the Developer will construct the portion of the Clark Farms Sewer Interceptor located in Clark Farms Boulevard from its intersection with Moore Road at the southeast corner of Block 3 of the Vanderbilt Farms Re-Plat to connect to the offsite sewer main in Clark Farms Boulevard Phase Two. The total value of the Developer's portion of the Clark Farms Sewer Interceptor, as will be included in the 2022 Sewer IIP amendment, is $1,485,165.00. The Town will reimburse the Developer for the constructed infrastructure up to the full amount of $1,485,165.00 through wastewater facilities development impact fee reimbursements, pursuant to A.R.S. § 9-463.05(B)(10). As of the date of this Second Amendment, the Town's wastewater facilities development impact fee is $3,746.00 per 5/8" meter and $5,620.00 per 3/4" meter; fees for larger sized meters are set forth in Marana Ordinance No. 2025.004.

Extension of Term

The Original Agreement had a term of 20 years, meaning that it would expire on June 29, 2040. The Second Amendment proposes to extend that term for 10 additional years, until June 29, 2050.

Copies of the Original Agreement, the First Amendment, and a map depicting Clark Farms Boulevard are included in the Council packet for easy reference .

Financial Impact:

Funds to be reimbursed in accordance with the agreement will be made available either from impact fee funds or the Transportation and General Fund as applicable. Projections of such reimbursements will be included in future budget documents for Council consideration and approval.

Staff Recommendation:

Staff recommends approval of the DA amendment.

Suggested Motion:

I move to adopt Resolution No. 2026-029; approving and authorizing the Mayor to execute the Second Amendment to the amended and restated Vanderbilt Farms Development Agreement.

Attachments

Resolution No. 2026-029

Exhibit A to Marana Resolution No. 2026-029

Map of Clark Farms Boulevard
Original Vanderbilt Farms DA
First Amendment to Original Vanderbilt Farms DA

MARANA RESOLUTION NO. 2026-029

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

WHEREAS the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A (the "Vanderbilt Farms Re-Plat"), was recorded in the Pima County Recorder's office on June 29, 2020, at Sequence No. 20201810353; the 14 blocks depicted on the Vanderbilt Farms Re-Plat are collectively referred to here as the "Subject Property"; and

WHEREAS the Town, FCD Marana Venture I, L.L.C. ("FCD") and PEI Capital Venture I, L.L.C. ("PEI") entered into the Amended and Restated Vanderbilt Farms Development Agreement recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810352 (the "Original Agreement") affecting the development of the Subject Property; and

WHEREAS the land area covered by the Vanderbilt Farms Re-Plat was previously referred to as "Vanderbilt Farms," but is now referred to as "Monarch"; and

WHEREAS in accordance with the conditions and provisions of an Option Agreement and Escrow Instructions, FCD and PEI granted SBH Marana LLC an exclusive option to purchase the Subject Property; and

WHEREAS SBH Marana LLC has been converted to SBH Marana LP ("SBH") and is the master developer of the Subject Property; and

WHEREAS the Town, SBH, FCD, and PEI entered into the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement recorded in the Pima County Recorder's office on June 20, 2025 at Sequence No. 20251710107 (the "First Amendment") affecting the development of the Subject Property; and

WHEREAS the parties desire to enter into a Second Amendment to the Amended and Restated Vanderbilt Farms Development Agreement; and

WHEREAS the Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an

interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure; and

WHEREAS the Town Council finds that the Second Amendment to the Amended and Restated Vanderbilt Farms Development Agreement is in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the Second Amendment to the Amended and Restated Vanderbilt Farms Development Agreement, as set forth on Exhibit A attached to and incorporated within this resolution by this reference, is hereby approved, the Mayor is authorized to execute it for and on behalf of the Town of Marana, and Town staff is authorized to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of May, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

SECOND AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT (this "Second Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, SBH MARANA LP, an Arizona limited partnership ("SBH"), FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company, PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company, and LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104, 2105, and 2407 and not in its corporate capacity (the "Owner"). SBH, FCD, and PEI are collectively referred to in this Second Amendment as the "Developer." The Town and the Developer are collectively referred to in this Second Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A (the "Vanderbilt Farms Re-Plat"), was recorded in the Pima County Recorder's office on June 29, 2020, at Sequence No. 20201810353. The 14 blocks depicted on the Vanderbilt Farms Re-Plat are collectively referred to as the "Subject Property."

B. The Town, FCD and PEI entered into the Amended and Restated Vanderbilt Farms Development Agreement recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810352 (the "Original Agreement") affecting the development of the Subject Property.

C. The land area covered by the Vanderbilt Farms Re-Plat was previously referred to as "Vanderbilt Farms," but is now referred to as "Monarch."

D. SBH MARANA LLC, an Arizona limited liability company, FCD, and PEI with the consent of the Owner, entered into that certain Option Agreement and Escrow Instructions (Vanderbilt Farms Blocks 1-13 & 11A – Marana, AZ) dated as of April 22, 2021 (the "Option Agreement"), as memorialized in the Amended and Restated Memorandum of Option recorded in the Pima County Recorder's office on March 31, 2023 at Sequence No. 20230900480. Pursuant to the Option Agreement, FCD and PEI, with the consent of the Owner, granted to SBH Marana LLC an exclusive option to

purchase the Subject Property subject to and in accordance with the conditions and provisions of the Option Agreement.

E. SBH Marana LLC filed a statement of conversion in the office of the Arizona Secretary of State on September 2, 2021 pursuant to A.R.S. §29-2405, converting SBH Marana LLC to SBH Marana LP, an Arizona limited partnership, a Party to this Second Amendment as described in the introductory paragraph above.

F. SBH is the master developer of the Subject Project pursuant to the Option Agreement.

G. Title to portions of the Subject Project is held by the Owner. PEI is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2104; FCD is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2105; and SBH is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2407.

H. The Town, SBH, FCD, PEI, and the Owner entered into the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement recorded in the Pima County Recorder's office on June 20, 2025 at Sequence No. 20251710107 (the "First Amendment") affecting the development of the Subject Property.

I. As of the Effective Date (as defined below), the Developer has conveyed various portions of the Subject Property to Parcel Developers (as defined in the Original Agreement). The Developer retains ownership of the following portions of the Subject Property:

i) Blocks 3, 4, 6, 7, 8, 9, and 10 of the Vanderbilt Farms Re-Plat (held in trust by Landmark Title Assurance Agency of Arizona, LLC Trust No. 2104);

ii) Block 11A of the Vanderbilt Farms Re-Plat (held in trust by Landmark Title Assurance Agency of Arizona, LLC Trust No. 2105);

iii) Common Areas A through O of the Final Plat for Monarch Blocks 11 and 12, Lots 1 through 173 and Common Areas "A" – "O" recorded in the Pima County Recorder's office on April 20, 2023, at Sequence No. 20231100261 (held in trust by Landmark Title Assurance Agency of Arizona, LLC Trust No. 2407);

iv) Common Areas A through I of the Final Plat for Monarch Block 13, Lots 1 through 114 and Common Areas "A" – "I" recorded in the Pima County Recorder's office on April 20, 2023, at Sequence No. 20231100262 (held in trust by Landmark Title Assurance Agency of Arizona, LLC Trust No. 2407);

v) Common Areas C, I, J, K, L, M, O, W, X, Y, Z & AA of the Final Plat for Monarch Block 1, Lots 1-254 and Common Areas "A" – "Z" & "AA" recorded in the Pima County Recorder's office on April 20, 2023, at Sequence No. 20231100263 (held in trust by Landmark Title Assurance Agency of Arizona, LLC Trust No. 2407);

vi) Block 2A of the Final Plat for Monarch Block 2, Phase 1, Lots 1-104, and Block 2A and Common Areas "A1" "B-E", "F1", "H-L", "P", "Q1", and "CC" recorded in

the Pima County Recorder's office on August 25, 2025, at Sequence No. 20252370192 (held in trust by Landmark Title Assurance Agency of Arizona, LLC Trust No. 2104).

J. On September 20, 2022, the Town Council adopted the Town's 2022 Streets Facilities Infrastructure Improvements Plan supporting development impact fees for streets facilities via adoption of Resolution No. 2022-100 (the "2022 Streets IIP"). The 2022 Streets IIP includes projects in the northwest transportation benefit area (the benefit area the Subject Property is located in) identified as i) Clark Farms, three-lane collector from Despain Drive to Lon Adams Road and ii) Clark Farms, four-lane collector from Lon Adams Road to Tangerine Farms Road.

K. Paragraph 9 of the Original Agreement, as modified by the First Amendment, requires the Developer to dedicate and construct Clark Farms Boulevard from the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five) to Moore Road.

L. Also on September 20, 2022, via adoption of Resolution No. 2022-100, the Town Council adopted the Town's Wastewater Facilities Infrastructure Improvements Plan (the "2022 Sewer IIP"). The 2022 Sewer IIP includes a project identified as "Improvement ID 10" and described as a 15-inch x 11,500 LF gravity pipe to be constructed within the Subject Property, traveling west in Moore Road from its intersection with Clark Farms Boulevard at the southeast corner of Block 3 of the Vanderbilt Farms Re-Plat, north in Lon Adams Road to Clark Farms Boulevard, then west in Clark Farms Boulevard to Sandario Road.

M. The Developer and the Town have been working on infrastructure plans for the Subject Property, including sewer plans, and have agreed to change the alignment of Improvement ID 10; the Town has also determined that Improvement ID 10 needs to be 21 inches rather than 15 inches within the Subject Property. As a result of the changed alignment of Improvement ID 10:

i) In conjunction with the Developer's construction of Clark Farms Boulevard Phase Two (as defined and described in the First Amendment) and in accordance with the Town of Marana Agreement for Construction of Sewer Facilities Under Private Contract for Monarch Block 2 & New Sewer Lines to Block 9, Block 10 and Future W. Clark Farms Blvd., recorded in the Pima County Recorder's office on February 20, 2026, at Sequence No. 20260510162, the Developer shall construct, at the Developer's own expense, a sewer main in Clark Farms Boulevard in accordance with the required plans, specifications, and materials as outlined and depicted in the Off-Site Public Sewer Improvement Plan for Monarch Block 2, Phases 1-3 having plan number ENG2505-019, sealed by John W. Ward on September 29, 2025, and approved by the Town on October 2, 2025.

ii) A portion of the sewer line will be located within Clark Farms Boulevard/Moore Road Phase Three (as defined and described in the First Amendment) which will be constructed by the Developer at the time required in the First Amendment.

P. The Town has adopted certain development impact fees for streets based on the 2022 Streets IIP and for wastewater facilities based on the 2022 Sewer IIP, pursuant to A.R.S. § 9-463.05.

Q. The Developer is entitled to credit pursuant to A.R.S. § 9-463.05(B)(10) toward the payment of the Town's adopted streets development impact fee for the dedication and construction of Clark Farms Boulevard, based on the cost identified in the 2022 Streets IIP for Clark Farms Boulevard, and toward the payment of the Town's wastewater facilities development impact fee for construction of a portion of Improvement ID 10 based on the cost identified in the to-be-amended 2022 Sewer IIP for Improvement ID 10.

R. The Parties understand and acknowledge that this Second Amendment is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes section (A.R.S. §) 9-500.05.

S. This Second Amendment is consistent with the portions of the Town's General Plan applicable to the Project.

T. The Parties desire to amend the Original Agreement to memorialize their agreement concerning the issues addressed in this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Second Amendment, the Parties hereby agree as follows:

1. *Definitions; Recitals*. Capitalized words and phrases in this Second Amendment shall have the meanings set forth in the Original Agreement as modified by the First Amendment and this Second Amendment. The Recitals set forth at the beginning of this Second Amendment are hereby acknowledged and confirmed to be accurate and are incorporated herein by this reference, but are not intended to be operative provisions of the Second Amendment or to modify the terms and provisions of the Original Agreement, the First Amendment, or any other agreement referenced in the Recitals.

2. *Credit toward streets development impact fees*

a. *Total value*. The total value of Clark Farms Boulevard provided by the Developer to the Town in connection with the development of the Subject Property, including the value of any and all road right-of-way conveyed to the Town for Clark Farms Boulevard and any and all allowable arterial roadway construction costs for Clark Farms Boulevard, based on the cost identified in the 2022 Streets IIP, is $9,544,985.00. The total value is comprised of the following:

i. $3,365,622 for the segment from Despain Drive to Lon Adams Road; and

ii. $6,179,363 for the segment from Lon Adams Road to Moore Road.

b. *Credited parcels*. The Developer chooses to apply the credits for the dedication and construction of Clark Farms Boulevard to the full amount of impact fees for the first building permits issued within the Subject Property.

c. *Maximum credit*. The maximum credit against the northwest streets development impact fee is $9,544,985.00.

d. *Current fee*. As of the date of this Second Amendment, the Town's northwest streets development impact fees are set forth in Marana Ordinance No. 2022.029. The Town will charge and collect the full amount of the northwest streets development impact fees, as they may be amended in the future, with each building permit issued within the Subject Property and will reimburse the Developer as set forth in this paragraph 2.

e. *Reimbursement of credits*. Subject to completion of construction, as described in subparagraph 2(f) below, on or before January 31 and July 31 of each year, the Town shall reimburse the Developer the northwest streets development impact fees actually collected by the Town for each building permit issued within the Subject Property during each six-month period ending December 31 and June 30 respectively. This paragraph shall apply prospectively to include reimbursement of any northwest streets development impact fees collected by the Town for the Subject Property from and after the Effective Date of this Second Amendment, as well as retroactively to include reimbursement of any northwest streets development impact fees collected by the Town for the Subject Property prior to the Effective Date of this Second Amendment.

f. *Actual construction and dedication as condition of reimbursement*. The reimbursement of the streets development impact fees in accordance with this paragraph 2 shall apply only if and to the extent the Developer has completed the construction and dedication of Clark Farms Boulevard as required by the Original Agreement, as amended by the First Amendment and this Second Amendment, or the construction and dedication is in progress to the reasonable satisfaction of the Town. For purposes of this subparagraph 2(f), the reimbursements shall be applied in two phases as the Developer completes each of the phases of Clark Farms Boulevard identified in the 2022 Streets IIP, the first phase being the phase from Despain Drive to Lon Adams Road, and the second phase being the phase from Lon Adams Road to Moore Road. For avoidance of doubt, when the Developer completes the portion of Clark Farms Boulevard from Despain Drive to Lon Adams Road, the Town shall begin applying reimbursements for that phase, and shall not require completion of the second phase to begin applying credits. The Town acknowledges and agrees that the Developer has completed the construction and dedication of the Despain Drive to Lon Adams Road segment of Clark Farms Boulevard, as required by the Original Agreement, as amended by the First Amendment and this Second Amendment, or the construction and dedication is in progress to the reasonable satisfaction of the Town, and the Town will begin applying reimbursements for that segment upon the execution and delivery of this Second Amendment.

3. *Construction sales tax reimbursement for Clark Farms Boulevard.* Based on the current northwest streets development impact fees and the number and type of building permits

the Developer anticipates for the Subject Property, the anticipated amount of development impact fee reimbursement to the Developer is less than the total value of Clark Farms Boulevard provided by the Developer to the Town in connection with the development of the Subject Property (i.e., $9,544,985.00), as described in subparagraph 2(a) above. Therefore, the Town will reimburse the Developer up to the total value of $9,544,985.00 through a combination of development impact fee reimbursements and reimbursement of "Construction Sales Tax Revenues" (defined in subparagraph 3(a) below) generated on the Subject Property ("Construction Sales Tax Reimbursements"), as described in this paragraph 3.

a. *Definition.* For purposes of this Second Amendment, "Construction Sales Tax Revenues" means those portions of the Town's transaction privilege taxes (currently 4%) generated pursuant to Section 8-415 or 8-416 of the Marana Tax Code from construction contracting or speculative builder activities occurring on the Subject Property. References to sections of the existing Marana Tax Code shall include corresponding sections of successor codes.

b. *Contractor and subcontractor disaggregation of tax information for the Subject Property; release of tax information.* On a quarterly basis beginning the first full quarter after the Effective Date of this Second Amendment, the Developer shall provide to the Town evidence of Construction Sales Tax Revenues generated on the Subject Property, including any Construction Sales Tax Revenues that were generated prior to the Effective Date of this Second Amendment if the Developer desires for those earlier-received Constructions Sales Tax Revenues to be included within the Construction Sales Tax Reimbursements. The evidence shall consist of a written printout verifying each contractor's or subcontractor's tax filing and payment of tax liability to the Arizona Department of Revenue, and a signed, notarized certification in the form attached to this Second Amendment as **Exhibit C**.

c. *Reimbursement Account.* Beginning with the first Construction Sales Tax Revenues verified through the process provided in subparagraph 3(b) above and received by the Town from the Arizona Department of Revenue, the Town shall deposit 75% of the Construction Sales Tax Revenues generated from development of the Subject Property (including any improvements thereon) into a "Reimbursement Account," which shall be a separate account within the Town's General Fund or accounted for by an appropriate book or ledger entry designation for the purpose of making "Reimbursement Payments" (defined in subparagraph 3(d) below).

d. *Reimbursement Payments.* On or before January 31 and July 31 of each year, the Town shall pay to the Developer funds in the Reimbursement Account ("Reimbursement Payments"), as follows:

i. For the Despain Drive to Lon Adams Road segment of Clark Farms Boulevard, beginning when construction is completed, as described in subparagraph 2(f) above, and continuing until the combined total of development impact fee reimbursements and Construction Sales Tax Reimbursements equal the

value provided in the 2022 Streets IIP for this segment ($3,365,633) or until the expiration of the Original Agreement, as amended by this Second Amendment, whichever is earlier. The Town acknowledges and agrees that the Developer has completed the construction and dedication of the Despain Drive to Lon Adams Road segment of Clark Farms Boulevard, as required by the Original Agreement, as amended by the First Amendment and this Second Amendment, or the construction and dedication is in progress to the reasonable satisfaction of the Town, and the Town will begin applying reimbursements for that segment upon the execution and delivery of this Second Amendment.

ii. For the Lon Adams Road to Moore Road segment of Clark Farms Boulevard, beginning when construction is completed, as described in subparagraph 2(f) above, and continuing until the combined total of development impact fee reimbursements and Construction Sales Tax Reimbursements equal the value included in the 2022 Streets IIP for this segment ($6,179,363) or until the expiration of the Original Agreement, as amended by this Second Amendment, whichever is earlier.

e. *Effect of loss of Construction Sales Tax Revenues*. If the laws of the State of Arizona are revised in a way that reduces or eliminates Construction Sales Tax Revenues, the Town shall make deposits into the Reimbursement Account from such funding, if any, that the Town receives under then-existing laws of the State of Arizona to replace the reduced or eliminated Construction Sales Tax Revenues, in an amount that is proportional to the Construction Sales Tax Revenues that the Town would have received if the laws of the State of Arizona had not been so revised.

f. *No Town representation of sufficiency of Reimbursement Payments*. The Developer acknowledges and understands that the amount of the Construction Sales Tax Revenues depends on many factors and may be insufficient to pay the difference between the development impact fee reimbursements and the full values provided in the 2022 Streets IIP. The Town's reimbursement obligation under this Second Amendment shall not exceed the sum of (i) the actual northwest streets development impact fees collected within the Subject Property, and (ii) 75% of the amount of actual Construction Sales Tax Revenues generated by the Subject Property.

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

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

4. *Overpayment by Town*. If the Town inadvertently pays the Developer more than $9,544,985.00 for the Developer's portion of Clark Farms Boulevard, the Developer shall reimburse the Town for any such overpayment within 30 days of written notice from the Town of the overpayment.

5. *Sewers*

a. *Improvement ID 10*. The Town shall amend the 2022 Sewer IIP to reflect the following alignment of Improvement ID 10 within the Subject Property: northwest in Clark Farms Boulevard from its intersection with Moore Road at the southeast corner of Block 3 of the Vanderbilt Farms Re-Plat, then north between Blocks 6 and 7 of the Vanderbilt Farms Re-Plat to Barnett Road. The 2022 Sewer IIP shall also be amended to reflect that the portion of Improvement ID 10 located within the Subject Property will be a 21-inch gravity pipe. The Town will bring the amendments to the 2022 Sewer IIP to the Town Council for approval as soon as reasonably possible in compliance with the notice requirements of A.R.S. § 9-463.05.

i. Unless it has already been constructed by the Town, at the time of the Developer's construction of Clark Farms Boulevard/Moore Road Phase Three, the Developer shall construct the portion of Improvement ID 10 located in Clark Farms Boulevard from its intersection with Moore Road at the southeast corner of Block 3 of the Vanderbilt Farms Re-Plat to connect to the offsite sewer main in Clark Farms Boulevard Phase Two (described in subparagraph 5(a) above), with a stub north of Clark Farms Boulevard for the future construction of Improvement ID 10 between Blocks 6 and 7 of the Vanderbilt Farms Re-Plat (the "Developer Portion of Improvement ID 10"). The Developer Portion of Improvement ID 10 shall include two 6' flow control manholes, one at Moore Road and one at the stub north of Clark Farms Boulevard. If the Developer constructs the Developer Portion of Improvement ID 10, the Town will reimburse the Developer for the design and construction of the Developer Portion of Improvement ID 10 as described in paragraph 6 below.

ii. Upon demand of the Town, the Developer shall grant to the Town at no cost a sewer easement for the future extension of Improvement ID 10 between Blocks 6 and 7 of the Vanderbilt Farms Re-Plat. The permanent sewer easement shall have a minimum 25' width, plus a minimum 25' wide temporary construction easement. The Town and the Developer shall collaborate to determine the alignment and location of the sewer easement and the time period for the temporary construction easement.

6. *Credit toward wastewater facilities development impact fee*

a. *Total value*. The total value of the Developer Portion of Improvement ID 10 provided by the Developer to the Town in connection with the development of the Subject Property, including the value of all allowable construction costs, based on the cost that will be identified in the to-be-amended 2022 Sewer IIP, is $1,485,165.00.

b. *Credited parcels*. The Developer chooses to apply the credits for the construction of the Developer Portion of Improvement ID 10 to the full amount of wastewater facilities development impact fees for the first building permits issued within the Subject Property.

c. *Maximum credit*. The maximum credit against the wastewater facilities development impact fee is $1,485,165.00.

d. *Current fee*. As of the date of this Second Amendment, the Town's wastewater facilities development impact fee is $3,746.00 per 5/8" meter and $5,620.00 per 3/4" meter; fees for larger sized meters are set forth in Marana Ordinance No. 2025.004. The Town will charge and collect the full amount of the wastewater facilities development impact fees, as they may be amended in the future, with each building permit issued within the Subject Property and will reimburse the Developer as set forth in this paragraph 6.

e. *Reimbursement of credits*. Subject to completion of construction, as described in subparagraph 6(f) below, on or before January 31 and July 31 of each year, the Town shall reimburse the Developer the wastewater facilities development impact fees actually collected by the Town during each six-month period ending December 31 and June 30 respectively. This paragraph shall apply prospectively to include reimbursement of any wastewater facilities development impact fees collected by the Town for the Subject Property from and after the Effective Date of this Second Amendment, as well as retroactively to include any wastewater facilities development impact fees collected by the Town for the Subject Property prior to the Effective Date of this Second Amendment.

f. *Actual construction and dedication as condition of reimbursement*. The reimbursement of the wastewater facilities development impact fees in accordance with this paragraph 6 shall apply only to the extent the Developer has completed the construction of the Developer Portion of Improvement ID 10, or the construction is in progress to the reasonable satisfaction of the Town.

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

8. *Extension of term*. This Second Amendment shall become effective (the "Effective Date") upon the date of recording in the office of the Pima County Recorder. The Parties hereby agree to extend the term of the Original Agreement, as amended by the First Amendment and this Second Amendment, such that, unless sooner terminated by the

mutual consent of the Parties, the term shall automatically terminate and shall thereafter be void for all purposes on June 29, 2050.

9. *Effect on the Original Agreement and other agreements*. Except as expressly modified in this Second Amendment, the terms, provisions and obligations of the Original Agreement, as modified by the First Amendment, shall remain in full force and effect. Nothing in this Second Amendment is intended to modify other agreements that affect the development of the Subject Property, and the failure of this Second Amendment to mention such other agreements shall not affect their validity.

10. *Counterparts*. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

11. *Good standing; authority*. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Arizona and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Second Amendment under applicable state laws. Each Party represents and warrants that the individual executing this Second Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

12. *Severability*. If any provision of this Second Amendment is declared void or unenforceable, it shall be severed from the remainder of this Second Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Second Amendment, this Second Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Second Amendment.

13. *Governing law*. This Second Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 7.5 of the Original Agreement, requiring disputes to be resolved by binding arbitration.

14. *Interpretation*. This Second Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this Second Amendment for purposes of construing any portion of this Second Amendment for or against any party.

15. *Recordation*. The Town shall record this Second Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

16. *No representations of development*. Except as specifically set forth in this Second Amendment, nothing contained in this Second Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Project.

17. *Approval*. If any Party is required pursuant to this Second Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld, delayed, or conditioned.

18. *Force majeure*. If any Party shall be unable to observe or perform any covenant or condition of this Second Amendment by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Second Amendment so long as such Party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; pandemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

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

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

[SIGNATURE PAGE FOLLOWS]

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____

Jon Post, Mayor

Date: _____

ATTEST:

_____

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____

Jane Fairall, Town Attorney

The "Developer":

SBH MARANA LP, an Arizona limited partnership

By: AGS LLC, an Arizona limited liability company, its General Partner

By: _____

Sean T. Walters
Manager

Date: _____

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

By: _____

Richard L. Anderson
Manager

Date: _____

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

By: _____

Richard L. Anderson
Manager

Date: _____

The "Owner":

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104, 2105, and 2407, and not in its corporate capacity

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2026, by Sean T. Walters, Manager of AGS LLC, an Arizona limited liability company, General Partner of SBH MARANA LP, an Arizona limited partnership, on behalf thereof.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2026, by Richard L. Anderson, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2026, by Richard L. Anderson, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2026, by _____, the _____of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104, 2105, and 2407 and not in its corporate capacity, on behalf thereof.

(Seal)

_____
Notary Public

Exhibit C to Second Amendment to the Amended and Restated Vanderbilt Farms Development Agreement

Form of Contractor/Speculative Builder Construction Sales Tax Certification

Attention: Town of Marana
Re: *(Name of Project)* – Construction Sales Tax Payments

Contractor/Speculative Builder Name: _____
TPT License #: _____

I, *(name of authorized official)*, certify that *(contractor/speculative builder name)*, made construction sales tax payments to the Town of Marana for the *(Name of Project)* in the amount of $_____for the period _____and have provided a copy of the filing along with the certification.

Signed By:_____
Printed Name:_____
Title:_____
Date: _____

STATE OF)
ss
County of)

The foregoing instrument was acknowledged before me on _____, 2026, by *(name of authorized official)*, *(title of authorized official)* of *(contractor/speculative builder name)*, an Arizona corporation (*revise as needed*), on behalf thereof.

(Seal)

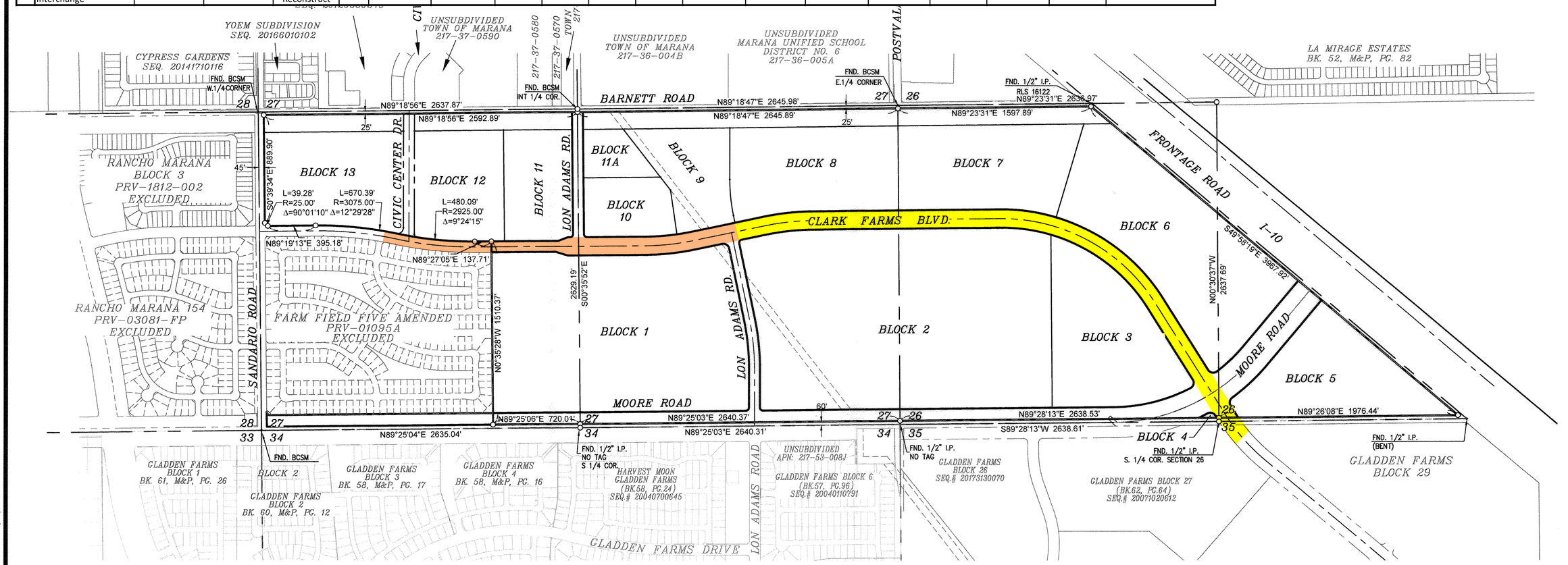
_____
Notary Public

2022 Streets Facilities Infrastructure Improvement Plan

	Road Project	Limits		Project Type	# of Lanes	Classification	Volume Before Improvements	Existing Volume (veh/day)	Existing Capacity (veh/day)	Future Volume (veh/day)	Future Capacity (veh/day)	Traffic from Development	% of Capacity used by development	Total Improvement Costs	Cost of New Two-Lane Roadway	Outstanding Impact Fee Credits / Debt Service	Cost of Vehicular Improv (80%)	Cost of bike/ped improv (20%)	Cost Attributable to Develoment = (Vehicular Cost * % Capacity used) + 100% of ped/bike improvements
Northwest	Marana Main Street	Sandario Rd	Grier Rd	New	2	Collector	0	0	N/A	3,000	13,990	3,000	21%	$ 3,255,000					$ 3,255,000
	Marana Main Street	Tangerine Farms Rd	Sandario Rd	Legacy	2	Collector	0	1,000	16,730	4,300	16,730	3,300	20%			$ 873,000			$ 873,000
	Tangerine Farms Road	I-10 (Tangerine TI)	Clark Farms	Legacy	4	Arterial	0	13,500	37,610	27,500	37,610	14,000	37%			$ 3,018,397			$ 3,018,397
	Clark Farms	Riccati Dr	Despain Dr	Legacy	3	Collector	0	3,200	17,567	8,700	17,567	5,500	31%						
	Tangerine Farms Road	Clark Farms	I-10 (Marana TI)	New	4	Arterial	0	0	N/A	10,000	30,620	10,000	33%	$ 15,977,000	$ 7,484,400				$ 7,484,400
	Marana Road Interchange, Phase 1	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 6,753,000					$ 6,753,000
	Clark Farms	Despain Dr	Lon Adams Rd	New	3	Collector	0	0	N/A	10,000	14,690	10,000	68%	$ 4,520,000			$ 3,616,000	$ 904,000	$ 3,365,622
	Clark Farms	Lon Adams Rd	Tangerine Farms Rd	New	4	Collector	0	0	N/A	9,000	30,620	9,000	29%	$ 25,313,000	$ 11,774,700				$ 11,774,700
	Adonis Road	Grier Rd	Tangerine Rd	New	2	Collector	0	0	N/A	10,000	15,930	10,000	63%	$ 20,601,000			$ 16,480,800	$ 4,120,200	$ 14,465,963
	Tangerine Road Interchange	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 4,500,000					$ 4,500,000

Despain to Lon Adams - $3,365,622

Lon Adams to Moore/Latimore - $6,179,363 ($11,774,700 x 52.48%)



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

100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44121 PETER D. COTE ARIZONA U.S.A.

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

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

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

February, 2020
SCALE AS NOTED

WLB JOB NO. 198064K001

SHEET 2 OF 9

G:\198064\K001 - Amended Block Plat\04 Plotting\08 Amended Block Plat\198064K03-dP-02.dwg May 21, 2020

SEQ. 20201810353-2 SEQUENCE NO.

SEQ. 20201810353-2 SEQUENCE NO.

F. ANN RODRIGUEZ, RECORDER
Recorded By: SMJ
DEPUTY RECORDER
5017

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20201810352
NO. PAGES: 24
06/29/2020
10:11:13

AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

Town of Marana, Arizona

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Members of the Marana Town Council, who also act as members of the Board of Directors of the VFCFD, have indicated they will not support the sale of VFCFD general obligation bonds because the sale of general obligation bonds by the VFCFD will result in associated property tax liability to all of the land area covered by the VFCFD, including Farm Field Five.

O. With the Owners' consent, resolutions are being presented to the Board of Directors of the VFCFD and to the Marana Town Council for consideration on June 23, 2020, which, if approved, will result in the VFCFD being dissolved and the Subject Property being removed from all VFCFD property tax obligations.

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

i. The Owners' plans for the use and development of the Subject Property.

ii. The Town's plans for construction of the Barnett regional drainageway, located along the north side of the Subject Property.

iii. The Town's roadway plans affecting the Subject Property, including:

(a) On May 16, 2007, the Marana Town Council adopted Marana Resolution No. 2007-75, approving a final block plat for Gladden Farms Blocks 26-43 (the "Gladden Farms II Plat"), located south of the Subject Property, and relocating the Moore Road/Clark Farms Boulevard intersection about 900 feet west of where the intersection is shown on the Original Vanderbilt Farms Block Plat.

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

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

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

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

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

i. All of the Subject Property will be included within the Vanderbilt Farms Re-Plat.

ii. FCD will own Blocks 1, 11, 11A, 12, and 13 as depicted on the Vanderbilt Farms Re-Plat, and PEI will own Blocks 2 through 10 as depicted on the Vanderbilt Farms Re-Plat.

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

T. Upon approval and recording of the Vanderbilt Farms Re-Plat, the portion of Postvale Road located between Barnett Road and Moore Road will be abandoned in favor of PEI (the owner of the adjacent blocks), but is expected to continue to operate as a public road (along with the portion of Postvale Road between Clark Farms Boulevard and Moore Road, discussed in recital S above); consequently, the Parties desire to accommodate Postvale Road's operation as a public road by PEI's issuance to the Town of a license until Postvale Road's pavement is removed.

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

i. An April 18, 2019 administrative change, a true and correct copy of which is attached as Exhibit A, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

ii. A March 24, 2020 administrative change, a true and correct copy of which is attached as Exhibit B, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9.

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

Block	Block Size	Parcel	Parcel Size	LU Designation
1	62.64	14	74	MDR
2	83.91	23	98	MDR
3	25.52	25	44	EC
4	0.09	28	8	EC

Block	Block Size	Parcel	Parcel Size	LU Designation
5	21.53	27	18	EC
6	40.15	26	39	EC
7	23.20	24	24	MHDR
8	22.70	22	24	MHDR
9	11.60	13	9	HDR
10	8.18	10	12	C-I
11	11.89	11	18	MHDR
11A	4.43			MHDR
12	15.42	10	15	MHDR
13	20.80	8	21	MHDR

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

k. The "Rancho Marana Specific Plan" means the Rancho Marana Specific Plan adopted by Marana Ordinance No. 90.04 as amended by Marana Ordinance Nos. 99.13, 2005.05, and 2008.14, and as further amended and interpreted by administrative

actions authorized in the Rancho Marana Specific Plan, all only to the extent they affect or involve the Subject Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. *Design guidelines.* Development of the Subject Property shall be in compliance with Marana Land Development Code Section 08.06 (Residential Design) and 08.07 (Commercial Design). Upon the Town's modification of the Residential Design and/or Commercial Design provisions, the Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall have the option of following the then-adopted requirements or the provisions as they existed on the Effective Date of this Agreement.

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

8. *Dissolution of the VFCFD.* The Owners hereby consent to dissolution of the VFCFD. Nothing in this Agreement shall preclude the Owners or their successors in interest from seeking the formation of a new community facilities district on all or any portion of the Subject Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nothing contained in this paragraph 9 will be deemed to prevent the Owners and/or the respective Parcel Developers from entering into one or more recorded cost allocation and reimbursement agreements with respect to the infrastructure obligations outlined above; however, these cost allocation and reimbursement agreements shall not alter the infrastructure obligation requirements of the Town as outlined above.

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

11. *Barnett Channel dirt.* Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat may at their own cost and using their own contractor excavate dirt from the Barnett Channel for use in connection with the development of the block, provided

that the excavation is consistent with the ultimate design of the Barnett Channel and has not previously been excavated. The Parcel Developer shall demonstrate to the satisfaction of the Town Engineer that the resulting pit will drain within 36 hours. Nothing in this paragraph or in this Agreement shall be interpreted to require the Owners (including Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat) to construct drainage improvements in Barnett Channel.

12. *Sewers.*

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

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

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

13. *Water infrastructure.*

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

mutually agreed upon between the Town and the Parcel Developer of the individual block.

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

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

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

Description	Size (acres)	NP Contribution
Block 1	62.64	$31,010.69
Block 2	83.91	$41,540.66
Block 3	25.52	$12,633.98
Block 5	21.53	$10,658.69
Block 6	40.15	$19,876.74
Block 7	23.20	$11,485.44
Block 8	22.70	$11,237.91
Block 9	11.60	$5,742.72
Block 10	8.18	$4,049.61
Block 11	11.89	$5,886.29
Block 11A	4.43	$2,193.13
Block 12	15.42	$7,633.86
Block 13	20.80	$10,297.29
Total	351.97	$174,247.01

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

non-residential or multi-family projects, the $495.06 per acre protected facility charge will be payable when the building permit for the non-residential building is issued.

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

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

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

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

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

e. *Water Resources Development Impact Fee.* The Town's current Water Resources Development Impact Fee is $3,050 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

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

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

16. *School improvement contribution.* A $1,200 per subdivided residential lot contribution (the "School Improvement Contribution") shall be due and payable at the time building permits are issued for each residential lot within the Subject Property. The Town shall grant to a Parcel Developer credit against the School Improvement Contribution for

(i) Town approved educated-related equipment donated by the Parcel Developer and for (ii) Town approved real property donated by the Parcel Developer (to be valued at $25,000.00 per acre). Eligibility of improvements to receive credit shall be determined by the Town Manager.

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

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

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

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

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

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

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

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

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

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

24. *Other development agreements.* Nothing in this Agreement shall preclude FCD or PEI or their successors in interest from individually entering into one or more additional development agreements with the Town to facilitate development on the real property owned by FCD or PEI.

25. *Cooperation and alternative dispute resolution.*

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

b. *Non-performance; remedies.* If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 26 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make

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

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

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

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

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

If to the Town:

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

If to FCD or PEI:

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

With copies to:

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

and

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

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

deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

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

28. *Miscellaneous.*

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

b. Time is of the essence of this Agreement.

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

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

e. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

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

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

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

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

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

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

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 6-24-2020

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE "OWNERS":

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

By: _____
Donald M. Edwards, Manager

Date: 6/15/2020

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

By: _____
Donald M. Edwards, Manager

Date: 6/15/2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on June 15, 2020, by Donald M. Edwards, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

OFFICIAL SEAL
ANGELA M. PEPE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 16, 2020

Angela M. Pepe
Angela Marie Donahue
Notary Public

STATE OF ARIZONA)
ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on June 15, 2020, by Donald M. Edwards, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)



Angela M. Pepe
Angela Mari Donahue
Notary Public

LIST OF EXHIBITS

Exhibit A — April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero

Exhibit B — March 24, 2020 administrative change, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9

EXHIBIT A TO
AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

MARANA AZ
PLANNING

18 April 2019

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

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

Dear Ms. Hadley,

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

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

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

Sincerely,

Jason Angell
Development Services Director
jangell@maranaaz.gov

EXHIBIT B TO
AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

MARANA AZ
PLANNING

March 24, 2020

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

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

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

Dear Mr. Ziolko:

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

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

BACKGROUND

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

11555 WEST CIVIC CENTER DRIVE / MARANA, ARIZONA 85653 / (520) 382-2600 / FAX: (520) 382-2639 / MaranaAZ.gov

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

ANALYSIS

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

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

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

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

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

DECISION

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

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

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

Sincerely,

Jason Angell
Development Services Director
jangel@maranaaz.gov

xc: Frank Cassidy, Town Attorney

00068963.DOCX /2

20251710107
AAG
06/20/2025 10:12:54 AM Page: 1 of 10
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

FIRST AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT (this "First Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, SBH MARANA LP, an Arizona limited partnership ("SBH"), FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company, PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company, and LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104 and 2105 and not in its corporate capacity (the "Owner"). SBH, FCD, and PEI are collectively referred to in this First Amendment as the "Developer." The Town and the Developer are collectively referred to in this First Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A (the "Vanderbilt Farms Re-Plat"), was recorded in the Pima County Recorder's office on June 29, 2020, at Sequence No. 20201810353. The 14 blocks depicted on the Vanderbilt Farms Re-Plat are collectively referred to as the "Subject Property."

B. The Town, FCD and PEI entered into the Amended and Restated Vanderbilt Farms Development Agreement recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810352 (the "Original Agreement") affecting the development of the Subject Property.

C. The land area covered by the Vanderbilt Farms Re-Plat was previously referred to as "Vanderbilt Farms," but is now referred to as "Monarch."

D. SBH MARANA LLC, an Arizona limited liability company, FCD, and PEI with the consent of the Owner, entered into that certain Option Agreement and Escrow Instructions (Vanderbilt Farms Blocks 1-13 & 11A – Marana, AZ) dated as of April 22, 2021 (the "Option Agreement"), as memorialized in the Amended and Restated Memorandum of Option recorded in the Pima County Recorder's office on March 31, 2023 at Sequence No. 20230900480. Pursuant to the Option Agreement, FCD and PEI, with the consent of the Owner, granted to SBH Marana LLC an exclusive option to

purchase the Subject Property subject to and in accordance with the conditions and provisions of the Option Agreement.

E. SBH Marana LLC filed a statement of conversion in the office of the Arizona Secretary of State on September 2, 2021 pursuant to A.R.S. §29-2405, converting SBH Marana LLC to SBH Marana LP, an Arizona limited partnership, a Party to this First Amendment as described in the introductory paragraph above.

F. SBH is the master developer of the Subject Property pursuant to the Option Agreement.

G. Title to portions of the Subject Property is held by the Owner. PEI is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2104 and FCD is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2105.

H. As of the Effective Date (as defined below), the Developer has conveyed Blocks 1, 5, 11, 12 and 13 of the Vanderbilt Farms Re-Plat to Parcel Developers. Common Areas in Blocks 11, 12, and 13 have been conveyed to and are held by SBH. Block 1 has been subdivided by the Final Plat for Monarch Block 1, Lots 1-254 and Common Areas "A" - "Z" & "AA" recorded in the Pima County Recorder's office on April 20, 2023, at Sequence No. 20231100263 (the "Monarch Block 1 Plat"). The Developer has conveyed Common Areas "A", "B", "D", "E", "F", "G", "H", "N", "P", "Q", "R", "S", "T", "U", and "V" of the Monarch Block 1 Plat to a Parcel Developer; the remaining Common Areas of the Monarch Block 1 Plat have been conveyed to and are held by SBH.

I. Paragraph 9 of the Original Agreement provides minimum transportation infrastructure that must be substantially complete before lots are sold in each block. Due to changes in the phasing of the development of the Subject Property, the Parties desire to revise certain of the minimum transportation infrastructure requirements per block.

J. Paragraph 17 of the Original Agreement grants the Town a license to use as a public road certain portions of Postvale Road as defined in the Original Agreement, and provides that the Town's license shall automatically terminate as to each licensed portion of Postvale Road when its pavement is removed, pursuant to the timing mechanisms set forth in Paragraph 17. The Parties desire to revise the provisions related to removal of the Postvale Road pavement.

K. The Parties understand and acknowledge that this First Amendment is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes section (A.R.S. §) 9-500.05.

L. This First Amendment is consistent with the portions of the Town's General Plan applicable to the Subject Property.

M. The Parties desire to amend the Original Agreement to memorialize their agreement concerning the issues addressed in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this First Amendment, the Parties hereby agree as follows:

1. *Definitions; Recitals.* Capitalized words and phrases in this First Amendment shall have the meanings set forth in the Original Agreement as modified by this First Amendment. The Recitals set forth at the beginning of this First Amendment are hereby acknowledged and confirmed to be accurate and are incorporated herein by this reference.

2. *Minimum transportation infrastructure by block.* Paragraph 9 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

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

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

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

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

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

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

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.b.i above to the eastern boundary of Block 2 with a cul de sac termination at the eastern terminus ("Clark Farms Boulevard Phase Two").

c. Block 3 of the Vanderbilt Farms Re-Plat:

i. Clark Farms Boulevard from the eastern terminus of Clark Farms Boulevard Phase Two to the existing Moore Road and a two-lane Moore Road along the future Moore Road alignment, from the existing Moore Road on the west, continuing east along a portion of the south boundary of Block 3, intersecting Clark Farms Boulevard, and continuing east and north along the southeast boundary of Block 6, ultimately tying into the Interstate 10 Frontage Road ("Clark Farms Boulevard/Moore Road Phase Three").

ii. Clark Farms Boulevard Phase Two.

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

e. Block 5 of the Vanderbilt Farms Re-Plat: A two-lane Moore Road along the future Moore Road alignment, from the existing Moore Road on the west, continuing east along a portion of the south boundary of Block 3, intersecting Clark Farms Boulevard, and continuing east and north along the northwest boundary of Block 5, ultimately tying into the Interstate 10 Frontage Road.

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

i. Clark Farms Boulevard Phase Two

ii. Clark Farms Boulevard/Moore Road Phase Three.

g. Blocks 7 and 8 of the Vanderbilt Farms Re-Plat:

i. Clark Farms Boulevard Phase Two.

ii. Clark Farms Boulevard/Moore Road Phase Three.

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

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

ii. Clark Farms Boulevard Phase One.

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

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

ii. Clark Farms Boulevard Phase One.

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

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

ii. Clark Farms Boulevard Phase One.

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

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

ii. Clark Farms Boulevard Phase One.

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

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

ii. Clark Farms Boulevard Phase One.

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

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

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

Nothing contained in this paragraph 9 will be deemed to prevent the Owners and/or the respective Parcel Developers from entering into one or more recorded cost allocation and reimbursement agreements with respect to the infrastructure obligations outlined above; however, these cost allocation and reimbursement agreements shall not alter the infrastructure obligation requirements of the Town as outlined above.

3. *Postvale Road license.* Paragraph 17 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

17. *Postvale Road license.* PEI hereby grants the Town a license to use as a public road the 60 foot right of way of Postvale Road abandoned by the Vanderbilt Farms Re-Plat along the east boundary of Block 8 and the west boundary of Block 7 and the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2. PEI confirms that the Town has used the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2 as a public roadway since the recording of the Original Vanderbilt Block Plat with the permission of PEI and its predecessor in interest. The Town's license automatically terminates as to each licensed portion of Postvale Road when its pavement is removed. PEI shall remove the pavement of licensed Postvale Road no later than upon written direction by the Marana Town Engineer and no earlier than 90 days prior to the substantial completion and opening to the public of one of the following: (i) Clark Farms Boulevard from Moore Road to a completed Lon Adams Road south to Moore Road, (ii) Clark Farms Boulevard from Moore Road to a completed Lon Adams Road north to Barnett Road, (iii) Clark Farms Boulevard from Moore Road to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five), or (iv) Lon Adams Road from Moore Road north to a completed Clark Farms Boulevard west to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five) and Lon Adams Road from the completed Clark Farms Boulevard north to Barnett Road (including the culvert over the Barnett Channel).

4. *Term.* This First Amendment shall become effective (the "Effective Date") upon the date of recording in the office of the Pima County Recorder. The term of this First Amendment shall begin on the Effective Date and shall terminate concurrently with the termination of the Original Agreement.

5. *Effect on the Original Agreement and other agreements.* Except as expressly modified in this First Amendment, the terms, provisions and obligations of the Original Agreement

shall remain in full force and effect. Nothing in this First Amendment is intended to modify other agreements not mentioned in this First Amendment that affect the development of the Subject Property, and the failure of this First Amendment to mention such other agreements shall not affect their validity.

6. *Counterparts.* This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

7. *Good standing; authority.* The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Delaware and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this First Amendment under applicable state laws. Each Party represents and warrants that the individual executing this First Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

8. *Severability.* If any provision of this First Amendment is declared void or unenforceable, it shall be severed from the remainder of this First Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this First Amendment, this First Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this First Amendment.

9. *Governing law.* This First Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 7.5 of the Original Agreement, requiring disputes to be resolved by binding arbitration.

10. *Interpretation.* This First Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any party.

11. *Recordation.* The Town shall record this First Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

12. *No representations of development.* Except as specifically set forth in this First Amendment, nothing contained in this First Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Subject Property.

13. *Approval*. If any Party is required pursuant to this First Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

14. *Force majeure*. If any Party shall be unable to observe or perform any covenant or condition of this First Amendment by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this First Amendment so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; pandemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

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

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

[SIGNATURE PAGE FOLLOWS]

The "Town":
TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____ for David
David L. Udall, Town Clerk Udall

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "Developer":
SBH MARANA LP, an Arizona limited partnership
By: AGS LLC, an Arizona limited liability company, its General Partner

By: _____
Sean T. Walters
Manager

Date: June 10, 2025

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

By: _____
Donald M. Edwards
Manager

Date: June 10, 2025

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

By: _____
Donald M. Edwards
Manager

Date: June 10, 2025

The "Owner":
LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104 and 2105 and not in its corporate capacity

By: _____

Name: SHAWN JESSENSOHN

Title: TRUST OFFICER

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on June 10, 2025, by Sean T. Walters, Manager of AGS LLC, an Arizona limited liability company, General Partner of SBH MARANA LP, an Arizona limited partnership, on behalf thereof.

(Seal)

JULIE M KING
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
COMMISSION # 680372
My Comm. Expires March 14, 2029

Julie M. King
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on June 10, 2025, by Donald M. Edwards, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)

JULIE M KING
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
COMMISSION # 680372
My Comm. Expires March 14, 2029

Julie M. King
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on June 10, 2025, by Donald M. Edwards, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)

JULIE M KING
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
COMMISSION # 680372
My Comm. Expires March 14, 2029

Julie M. King
Notary Public

STATE OF ARIZONA)
ss
County of ~~Pima~~ Maricopa)

The foregoing instrument was acknowledged before me on JUNE 11, 2025, by SHAUN JESSENSOHN, the TRUST OFFICER of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104 and 2105 and not in its corporate capacity, on behalf thereof.

(Seal)

JUSTINA DENDAUW
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 667744
Expires June 19, 2028

Notary Public