

SMARA
TOWN OF MARANA
PICKUP



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MARANA ORDINANCE NO. 2015.013

RELATING TO DEVELOPMENT; APPROVING AN AMENDMENT TO THE SANDERS GROVE SPECIFIC PLAN TO DECREASE THE AREA OF THE MEDIUM-LOW DENSITY RESIDENTIAL LAND USE CATEGORY FROM 343.8 ACRES TO 233.5 ACRES, INCREASE MEDIUM-DENSITY RESIDENTIAL FROM 451.7 ACRES TO 536.6 ACRES, INCREASE MEDIUM-HIGH DENSITY RESIDENTIAL FROM 31.1 ACRES TO 47.8 ACRES, INCREASE COMMERCIAL FROM 18.5 ACRES TO 23.1 ACRES, INCREASE THE OPEN SPACE OVERLAY ZONE FROM 84.8 ACRES TO 90 ACRES, AND TO MAKE OTHER REVISIONS

WHEREAS JEITO Foundation 31.53% & SREP Tucson II Assoc. LLC 66.94% & RB Land LLC 1.53%, Corp of the Presiding Bishop of Church of Jesus Christ of Latter Day Saints, and SREP Marana Retail Assoc. II LLC, (collectively the "Property Owners") own approximately 841 acres of land located north of Marana Road and west of Sanders Road in Sections 17 and 20, Township 11 South, Range 11 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized The Planning Center to submit an application for rezoning ("this Rezoning") to amend the Sanders Grove Specific Plan to revise the areas of the various land use categories and make other revisions; and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on April 29, 2015, and voted 4 to 0 to recommend that the Town Council approve this Rezoning subject to the recommended conditions; and

WHEREAS further adjustments in the areas of the various land use categories have and other revisions have been made since the Marana Planning Commission's April 29 public hearing on this Rezoning; and

WHEREAS the Planning Director has determined that the adjustments and revisions proposed since the Marana Planning Commission's April 29 public hearing on this Rezoning do not individually or collectively constitute a substantial change to the Rezoning as heard by the Marana Planning Commission; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on May 19, 2015 and determined that it should be approved.

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

Section 1. The Sanders Grove Specific Plan, establishing the zoning regulations applicable to the Rezoning Area, is hereby amended.

Section 2. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term “Property Owners” in the following conditions):

1. Compliance with all applicable provisions of the Town’s codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the tentative development plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A detailed traffic impact analysis must be submitted by the Property Owners and accepted by Town staff prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area.
5. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the Marana Utilities Department (the “water provider”) prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
6. A master sewer plan must be submitted by the Property Owners and accepted by the Town of Marana (the “wastewater utility”) prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
7. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.

8. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
9. The maximum number of residential lots within the Rezoning Area shall not exceed 2,500.
10. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
11. The Property Owners shall transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Specific Plan Area. If Type I or Type II is needed on the Rezoning Area, the Town and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
12. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
13. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
14. The Property Owners shall improve and dedicate to the Town of Marana a public park at a minimum size of 20 acres. A minimum of 14 private pocket parks and homeowners' association parks, to be constructed by the Property Owners and maintained by the homeowners' association, will be provided within the Rezoning Area. Two pocket parks or homeowners' association parks may be combined into one larger park if the Property Owners and the Town determine it to be beneficial to an individual development.
15. The Property Owners shall ensure that all property within the Rezoning Area is annexed into the appropriate fire district.
16. The Property Owners and the Town shall amend the May 2005 Sanders Grove Development Agreement before or concurrently with the approval of any subdivision plat within the Rezoning Area to conform to current Town resolutions, policies, and initiatives.
17. The Property Owners shall complete construction of improvements to Marana Road in accordance with the specifications defined in the May 2005 Sanders Grove Development Agreement with appropriate modifications conforming to current Town resolutions, policies, and initiatives. The improvements shall extend to the west property boundary of the Sanders Grove Specific Plan area and transition from a four-lane section to two-lane section at a point west of the westernmost entrance as accepted by the Town Engineer.
- ~~18. All home constructed along Marana Road shall be limited to one-story construction.~~
19. The Property Owners shall ensure that diverse housing options and unique neighborhood design are provided through adherence to the minimum and maximum lot counts per phase,

as defined in the plan, as well as providing a mixture of lot sizes within each planning area and maximizing the use of all available land.

20. Any parcels or remnant land areas within the Rezoning Area that are not developed for residential, commercial, or other use integral to such development shall be designated as common area and landscaped or developed as park area by the Property Owners. Any such area shall be developed subject to Town of Marana standards and maintained by the homeowners' association.
21. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Planning Department with 10 bound copies, three electronic CD copies in PDF format which will also include graphics of the tentative development plan in JPEG or other suitable format of the Sanders Grove Specific Plan as amended by this ordinance.

Section 3. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 19th day of May, 2015.



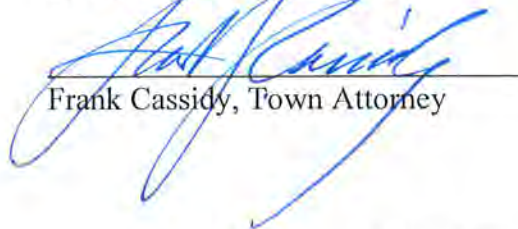
Mayor Ed Honea

ATTEST:



Jocelyn C. Bronson, Town Clerk


APPROVED AS TO FORM:



Frank Cassidy, Town Attorney



EXHIBIT A

 Exhibit A	First American Title™	Commitment for Title Insurance BY First American Title Insurance Company
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LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

Parcel A

Section 17 and the North half of Section 20, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT THEREFROM the following described Parcels:

Parcel 1

That portion of the North half of Section 17, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Northeasterly of the Southwesterly right-of-way line of Casa Grande-Tucson Highway (Interstate 10);

Parcel 2 (Northern Church parcel)

That portion of the Northwest quarter of Section 17, Township 11 South, Range 1 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 17:

THENCE North 89 degrees 24 minutes 46 seconds East, along the North line of said Section 17, a distance of 1270.07 feet;

THENCE at a right angle, South 00 degrees 35 minutes 14 seconds East, a distance of 90.00 feet to the TRUE POINT OF BEGINNING;

THENCE North 89 degrees 24 minutes 46 seconds East, parallel with and 90.00 feet South of said North line of Section 17, a distance of 210.32 feet to the beginning of a curve to the right having a radius of 1010.00 feet;

THENCE Easterly along said curve, through a central angle of 19 degrees 25 minutes 45 seconds, an arc distance of 342.49 feet to the beginning of a non-tangent curve to the left having a radius point which bears North 56 degrees 51 minutes 31 seconds East, 203.51 feet.

THENCE Southeasterly along said curve, through a central angle of 32 degrees 23 minutes 46 seconds, an arc distance of 122.17 feet;

THENCE South 67 degrees 32 minutes 18 seconds East, a distance of 23.13 feet;

THENCE South 37 degrees 55 minutes 33 seconds West, a distance of 397.93 feet;

THENCE North 50 degrees 29 minutes 00 seconds West, a distance of 18.50 feet to the beginning of a curve to the left having a radius of 250.00 feet;



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Exhibit A (Continued)

THENCE Westerly, along said curve, through a central angle of 40 degrees 06 minutes 14 seconds, an arc distance of 174.99 feet;

THENCE South 89 degrees 24 minutes 46 seconds West, a distance of 236.44 feet;

THENCE North 00 degrees 35 minutes 14 seconds West, a distance of 385.00 feet to the TRUE POINT OF BEGINNING

Parcel 3

Those portions of the South half of Section 17 and the North half of Section 20 Township 11 South, Range 11 East Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 20:

THENCE North 00 degrees 30 minutes 58 seconds West, along the East line of the Northeast quarter of said Section 20 a distance of 1834.76 feet;

THENCE at a right angle, South 89 degrees 29 minutes 02 seconds West, a distance of 75.00 feet to the POINT OF BEGINNING.

THENCE North 00 degrees 30 minutes 58 seconds West, parallel with and 75.00 feet West of said East line of the Northeast quarter of Section 20, a distance of 801.42 feet to a point on the section line common to said Sections 17 and 20.

THENCE North 00 degrees 37 minutes 24 seconds West, parallel with and 75.00 feet West of the East line of the Southeast quarter of said Section 17, a distance of 174.35 feet;

THENCE North 89 degrees 24 minutes 22 seconds East, a distance of 0.99 foot to the beginning of a curve to the left having a radius of 25.00 feet;

THENCE Northeasterly, along said curve, through a central angle of 90 degrees 01 minutes 46 seconds an arc distance of 39.28 feet;

THENCE North 00 degrees 37 minutes 24 seconds West, parallel with and 49.00 feet West of said East line of the Southeast quarter of Section 17, a distance of 1017.02 feet to the beginning of a curve to the right having a radius of 1149.00 feet;

THENCE Northeasterly, along said curve, through a central angle of 16 degrees 47 minutes 35 seconds an arc distance of 336.77 feet to a point on said East line of the Southeast quarter of Section 17;

THENCE North 00 degrees 37 minutes 24 seconds West, along said East line, a distance of 821.35 feet to a point on the Southwesterly right-of-way line of Casa Grande-Tucson Highway (Interstate 10);

THENCE North 50 degrees 29 minutes 00 seconds West, along said right-of-way line, a distance of 1154.87 feet to the beginning of a curve to the left having a radius of 25.00 feet,

THENCE Westerly, along said curve, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 39.27 feet;

THENCE South 39 degrees 31 minutes 00 seconds West, a distance of 141.16 feet to the beginning of a curve to the right having a radius of 1145.00 feet;



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Exhibit A (Continued)

THENCE Southwesterly, along said curve, through a central angle of 49 degrees 24 minutes 22 seconds, an arc distance of 987.33 feet to the beginning of a curve to the left having a radius of 25.00 feet;

THENCE Southwesterly, along said curve, through a central angle of 89 degrees 30 minutes 37 seconds, an arc distance of 39.06 feet;

THENCE South 00 degrees 35 minutes 15 seconds East, a distance of 5.04 feet.

THENCE South 89 degrees 24 minutes 45 seconds West, parallel with and 75.00 feet South of the East-West mid-section line of said Section 17, a distance of 742.43 feet to a point on the North-South mid-section line of said Section 17.

THENCE South 89 degrees 26 minutes 14 seconds West, parallel with and 75.00 feet South of said East-West mid-section line, a distance of 248.32 feet;

THENCE South 52 degrees 19 minutes 53 seconds West, a distance of 68.83 feet;

THENCE South 15 degrees 37 minutes 37 seconds West, a distance of 321.41 feet;

THENCE South 27 degrees 43 minutes 42 seconds East, a distance of 405.99 feet;

THENCE South 71 degrees 01 minutes 58 seconds East, a distance of 177.55 feet;

THENCE South 33 degrees 41 minutes 42 seconds East, a distance of 198.63 feet.

THENCE South 06 degrees 07 minutes 58 seconds East, a distance of 79.85 feet;

THENCE South 02 degrees 04 minutes 59 seconds West, a distance of 288.74 feet;

THENCE South 23 degrees 50 minutes 33 seconds East, a distance of 246.64 feet;

THENCE South 48 degrees 36 minutes 23 seconds East, a distance of 265.79 feet;

THENCE South 38 degrees 56 minutes 39 seconds East, a distance of 71.79 feet.

THENCE South 71 degrees 52 minutes 22 seconds West, a distance of 243.51 feet;

THENCE South 22 degrees 53 minutes 14 seconds West, a distance of 342.28 feet;

THENCE South 02 degrees 19 minutes 19 seconds West, a distance of 151.65 feet;

THENCE South 05 degrees 13 minutes 55 seconds East, a distance of 172.63 feet;

THENCE South 09 degrees 28 minutes 55 seconds West, a distance of 71.11 feet.

THENCE South 31 degrees 45 minutes 51 seconds West, a distance of 81.76 feet;

THENCE South 00 degrees 04 minutes 30 seconds West, a distance of 430.93 feet;

THENCE South 60 degrees 20 minutes 40 seconds East, a distance of 356.88 feet;



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Exhibit A (Continued)

THENCE South 88 degrees 40 minutes 47 seconds East, a distance of 1016.16 feet.

THENCE South 79 degrees 18 minutes 05 seconds East, a distance of 374.59 feet;

THENCE North 83 degrees 42 minutes 10 seconds East, a distance of 382.62 feet;

THENCE South 69 degrees 32 minutes 57 seconds East, a distance of 276.54 feet;

THENCE North 83 degrees 16 minutes 26 seconds East, a distance of 261.23 feet to the POINT OF BEGINNING

Parcel 4

That portion of the Southeast quarter of the Northeast quarter of Section 20, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 20:

THENCE North 00 degrees 30 minutes 58 seconds West, along the East line of said Northeast quarter of Section 20, a distance of 842.25 feet;

THENCE South 89 degrees 27 minutes 32 seconds West, parallel with and 842.25 feet North of the East-West mid-section line of said Section, a distance of 55.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 89 degrees 27 minutes 32 seconds West, a distance of 544.50 feet;

THENCE North 00 degrees 30 minutes 58 seconds West, a distance of 400.00 feet;

THENCE North 89 degrees 27 minutes 32 seconds East, a distance of 544.50 feet;

THENCE South 00 degrees 30 minutes 58 seconds East, parallel with and 55.00 feet West of said East line of the Northeast quarter, a distance of 400.00 feet to the TRUE POINT OF BEGINNING

Parcel 5

That portion of the Southeast quarter of the Northeast quarter of Section 20, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 20,

THENCE North 00 degrees 30 minutes 58 seconds West, along the East line of said Northeast quarter of said Section 20 a distance of 802.25 feet;

THENCE South 89 degrees 27 minutes 32 seconds West, parallel with and 802.25 feet North of the East-West mid-section line of said Section, a distance of 75.00 feet to the POINT OF BEGINNING;

THENCE continuing South 89 degrees 27 minutes 32 seconds West, a distance of 1165.21 feet;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 677.28 feet;

THENCE North 89 degrees 27 minutes 32 seconds East, parallel with and 125.00 feet North of said East-West mid-section line, a distance of 1146.32 feet to the beginning of a curve to the left having a radius of 25.00 feet;



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Exhibit A (Continued)

THENCE Northeasterly along said curve, through a central angle of 89 degrees 58 minutes 30 seconds an arc distance of 39.26 feet;

THENCE North 00 degrees 30 minutes 58 seconds West, parallel with and 75.00 feet West of said East line of the Northeast quarter of Section 20, a distance of 652.26 feet to the POINT OF BEGINNING

Parcel B

A temporary construction easement as set forth in Docket 12585 at page 2405, corrected in Docket 12652 at page 1 and in Docket 12754 at page 3789.

Parcel C

Those portions of the South half of Section 17 and the North half of Section 20 Township 11 South Range 11 East Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows

COMMENCING at the East quarter corner of said Section 20;

THENCE North 00 degrees 30 minutes 58 seconds West, along the East line of the Northeast quarter of said Section 20 a distance of 1834.76 feet;

THENCE, at a right angle, South 89 degrees 29 minutes 02 seconds West, 75.00 feet to the POINT OF BEGINNING

THENCE North 00 degrees 30 minutes 58 seconds West, parallel with and 75.00 feet West of said East line of the Northeast quarter of Section 20, a distance of 801.42 feet to a point on the Section line common to said Sections 17 and 20.

THENCE North 00 degrees 37 minutes 24 seconds West, parallel with and 75.00 feet West of the East line of the Southeast quarter of said Section 17, a distance of 174.35 feet;

THENCE North 89 degrees 24 minutes 22 seconds East, 0.99 foot to the beginning of a curve to the left having a radius of 25.00 feet;

THENCE Northeasterly, along said curve through a central angle of 90 degrees 01 minutes 46 seconds an arc distance of 39.28 feet;

THENCE North 00 degrees 37 minutes 24 seconds West, parallel with and 49.00 feet West of said East line of the Southeast quarter of Section 17, a distance of 1017.02 feet to the beginning of a curve to the right having a radius of 1149.00 feet;

THENCE Northeasterly, along said curve, through a central angle of 16 degrees 47 minutes 35 seconds an arc distance of 336.77 feet to a point on said East line of the Southeast quarter of Section 17;

THENCE North 00 degrees 37 minutes 24 seconds West, along said East line, 821.35 feet to a point on the Southwesterly right-of-way line of Casa Grande-Tucson Highway (Interstate 10);

THENCE North 50 degrees 29 minutes 00 seconds West, along said right-of-way line, 1154.87 feet to the beginning of a curve to the left having a radius of 25.00 feet;



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Exhibit A (Continued)

THENCE Westerly along said curve, through a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 39.27 feet;

THENCE South 39 degrees 31 minutes 00 seconds West, 141.16 feet to the beginning of a curve to the right having a radius of 1145.00 feet;

THENCE Southwesterly, along said curve, through a central angle of 49 degrees 24 minutes 22 seconds an arc distance of 987.33 feet to the beginning of a curve to the left having a radius of 25.00 feet;

THENCE Southwesterly, along said curve, through a central angle of 89 degrees 30 minutes 37 seconds an arc distance of 39.06 feet;

THENCE South 00 degrees 35 minutes 15 seconds East, 5.04 feet;

THENCE South 89 degrees 24 minutes 45 seconds West, parallel with and 75.00 feet South of the East-West mid-section line of said Section 17 a distance of 742.43 feet to a point on the North-South mid-section line of said Section 17

THENCE South 89 degrees 26 minutes 14 seconds West, parallel with and 75.00 feet South of said East-West mid-section line, 248.32 feet;

THENCE South 52 degrees 19 minutes 53 seconds West, 68.83 feet.

THENCE South 15 degrees 37 minutes 37 seconds West, 321.41 feet;

THENCE South 27 degrees 43 minutes 42 seconds East, 405.99 feet;

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Exhibit A (Continued)

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THENCE South 69 degrees 32 minutes 57 seconds East, 276.54 feet;
THENCE North 83 degrees 16 minutes 26 seconds East, 261.23 feet to the POINT OF BEGINNING.