GABRIELLA CÁZARES-KELLY, RECORDER Recorded By: MAM2

DEPUTY RECORDER 5037

SMARA TOWN OF MARANA PICKUP





NO. PAGES:

20223080152 13 11/04/2022 10:54:02

MARANA ORDINANCE NO. 2022.024

RELATING TO DEVELOPMENT; APPROVING AN AMENDMENT TO THE SANDERS GROVE SPECIFIC PLAN, INCLUDING COMPREHENSIVE REVISIONS TO THE LAND USE PLAN, AN INCREASE IN THE MAXIMUM NUMBER OF RESIDENCES PERMITTED, AND A CHANGE OF THE NAME OF THE PLAN TO RANCH HOUSE SPECIFIC PLAN, FOR THE 841-ACRE SPECIFIC PLAN AREA LOCATED NORTH OF MARANA ROAD, EAST OF WENTZ ROAD, AND WEST OF SANDERS ROAD; AND APPROVING A MINOR AMENDMENT TO THE MARANA GENERAL PLAN TO AMEND THE FUTURE CIRCULATION MAP AS IT APPLIES TO THE SPECIFIC PLAN AREA

WHEREAS The JEITO Foundation 31.53%, SREP Tucson II Associates 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 previously entitled as the Sanders Grove Specific Plan by the adoption of Ordinance No. 2005.09 by the Mayor and Council on March 1, 2005, as amended by the adoption of Ordinance No. 2015.013 by the Mayor and Council on May 19, 2015, and located north of Marana Road, east of Wentz Road, and west of Sanders Road within a portion of Sections 17 and 20, Township 11 South, and Range 11 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Rezoning Area is subject to the Sanders Grove Development Agreement recorded in the Pima County Recorder's Office at Docket 12559 Page 2498, as amended by the First Amendment to Sanders Grove Development Agreement recorded in the Pima County Recorder's Office at Sequence No. 20163000144 (collectively the "Development Agreement"); and

WHEREAS the Property Owners have authorized Sanders Grove Management LLC and Lazarus & Silvyn, P.C. to submit an application for rezoning ("this Rezoning") to amend the Sanders Grove Specific Plan to revise the land use concept, increase the maximum number of residential lots allowed within the Plan, revise the distribution of attached and multi-family residential housing products, and make other revisions including changing the name of the plan to Ranch House Specific Plan, and to request a minor amendment to the Marana 2040 General Plan Future Circulation Map, as it applies to the Rezoning Area; and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on September 28, 2022, and voted unanimously 6-0 to recommend that the Town Council approve this Rezoning and minor general plan amendment subject to the recommended conditions, as well as two additional conditions; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on November 1, 2022, and determined that this Rezoning and minor general plan amendment 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 is hereby amended and renamed the "Ranch House Specific Plan," establishing the zoning regulations applicable to the Rezoning Area. The Ranch House Specific Plan Amendment, one electronic and one printed copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and is attached as Exhibit A to Marana Resolution No. 2022-115, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

Section 2. A minor amendment to the Marana 2040 General Plan Future Circulation Map is hereby approved, reducing the future right-of-way width for both Kirby Hughes Road and Hardin Road to be consistent with the Ranch House Specific Plan, as amended by this Ordinance, as well as the Development Agreement.

Section 3. This Rezoning is subject to the following conditions, which replace the conditions listed in Section 2 of Ordinance No. 2015.013, the violation of which shall be treated in the same manner as a violation of the Marana Town 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 Land Use Concept Plan presented to and approved by the Town Council as part of this Rezoning.
- 3. The development proposed by this Rezoning shall be consistent with and in conformance with the Development Agreement.
- 4. 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.

Ordinance No. 2022.024 - 2 -

- 5. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Marana Water and Water Reclamation (the "water utility") prior to approval of a preliminary plat or development plan 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 Marana Water and Water Reclamation (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) must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
- 9. The maximum number of residences within the Rezoning Area shall not exceed 3,500, consisting of a maximum of 3,200 single-family residences and a maximum of 300 multi-family residential units, constructed as detached rental homes.
- 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 the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider 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 install a non-potable system to serve the common open space areas and other landscaped amenities, as accepted by the Cortaro-Marana Irrigation District.
- 15. The Property Owners shall improve and dedicate to the Town of Marana a public park at a minimum size of 20 acres.
- 16. Pursuant to paragraph 2.3 of the Development Agreement, the Property Owners shall submit a traffic impact analysis (TIA) which must be accepted by the Town prior to approval of the initial subdivision plat for the entire Rezoning Area and which shall be updated with each new subdivision plat or development plan submittal. The timing and scope of regional roadway improvements will be determined by the Town based on the findings of the Town-approved TIA. The TIA shall take into account the redistribution of traffic from the Rezoning Area due to the termination of collector roads at park facilities interior to the Rezoning Area. If warranted by the TIA, the Property Owners shall construct improvements to Wentz Road, from Marana Road to Kirby Hughes Road, as part of the Property Owners' responsibility for regional roadway improvements.
- 17. Notwithstanding the General Plan amendment approved by Section 2 of this Ordinance, reducing the widths of Kirby Hughes Road and Hardin Road, the Property Owners shall dedicate all necessary rights-of-way for road expansions and drainage requirements within the Rezoning Area, as required by the Town Engineer and in accordance with the Northwest Area Drainage Master Plan, Feb 2020, including any necessary rights-of-way or drainage easements along the I-10 Frontage Road and the northern boundary of the Rezoning Area.
- 18. Apartment-style multi-family housing is prohibited throughout the Rezoning Area.
- 19. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Development Services Department with two bound copies, and two electronic copies in PDF format of the Ranch House Specific Plan Amendment.

Ordinance No. 2022.024 - 4

- 20. The minimum lot width for detached housing products in the MHDR land use designation shall be 45 feet.
- **Section 4.** 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 5. 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 1st day of November, 2022.

Mayor Ed Honea

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

David L. Udall, Town Clerk



EXHIBIT A to Marana Ordinance No. 2022.024

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY 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 Parcels 1, 2, 3, 4 and 5, more particularly described as follows:

Parcel 1: (Northeast of I-10)

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 11 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 1252.82 feet;

THENCE at a right angle, South 00 degrees 35 minutes 14 seconds East, a distance of 120.00 feet to the TRUE POINT OF BEGINNING;

THENCE North 89 degrees 24 minutes 46 seconds East, parallel with and 120.00 feet South of said North line of Section 17, a distance of 387.66 feet to the beginning of a curve to the right having a radius of 350.00 feet;

THENCE Easterly along said curve, through a central angle of 40 degrees 06 minutes 14 seconds, an arc distance of 244.98 feet.

THENCE South 50 degrees 29 minutes 00 seconds East, a distance of 69.71 feet;

THENCE South 37 degrees 55 minutes 33 seconds West, a distance of 398.75 feet;

THENCE North 50 degrees 29 minutes 00 seconds West, a distance of 18.98 feet to the beginning of a curve to the left having a radius of 232.75 feet;

THENCE Westerly, along said curve through a central angle of 40 degrees 06 minutes 14 seconds, an arc distance of 162.91 feet:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.



THENCE South 89 degrees 24 minutes 46 seconds West, a distance of 253.69 feet;

THENCE North 00 degrees 35 minutes 14 seconds West, a distance of 372.25 feet to the POINT OF BEGINNING.

Parcel 3: (Active Adult Parcel)

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 guarter 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;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.



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;

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;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.



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;

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: (Southern Church Parcel)

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 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 TRUE POINT OF BEGINNING;

THENCE continuing South 89 degrees 27 minutes 32 seconds West, a distance of 531.22 feet;

THENCE North 00 degrees 30 minutes 58 seconds West, a distance of 410.00 feet;

THENCE North 89 degrees 27 minutes 32 seconds East, a distance of 531.22 feet;

THENCE South 00 degrees 30 minutes 58 seconds East, parallel with and 75.00 feet West of said East line of the Northeast quarter, a distance of 410.00 feet to the TRUE POINT OF BEGINNING.

Parcel 5: (Commercial Parcel)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.



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;

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: (Active Adult Parcel)

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:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.



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 guarter 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;

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;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.



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

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

THENCE South 33 degrees 41 minutes 42 seconds East, 198.63 feet;

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

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

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

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

THENCE South 38 degrees 56 minutes 39 seconds East, 71.79 feet;

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

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

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

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

THENCE South 09 degrees 28 minutes 55 seconds West, 71.11 feet;

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

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

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

THENCE South 88 degrees 40 minutes 47 seconds East, 1016.16 feet;

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

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

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.



MARANA RESOLUTION NO. 2022-115

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE RANCH HOUSE SPECIFIC PLAN AMENDMENT ADOPTED BY ORDINANCE NO. 2022.024

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Ranch House Specific Plan Amendment adopted by Ordinance No. 2022.024 and attached to and incorporated in this resolution as Exhibit A, one electronic and one paper copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of November, 2022.

Mayor Ed Honea

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

ATTEST:

David L. Udall, Town Clerk

