

MARANA ORDINANCE NO. 2023.004

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 165 ACRES OF LAND LOCATED EAST OF INTERSTATE 10, EAST AND WEST OF ADONIS ROAD, AND APPROXIMATELY 1.2 MILES NORTH OF TANGERINE ROAD FROM ZONE E (TRANSPORTATION CORRIDOR) TO R-4 (RESIDENTIAL), R-5 (RESIDENTIAL) AND MR-1 (MULTI-FAMILY RESIDENTIAL); AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE STONEGATE DEVELOPMENT PROJECT

WHEREAS CLB Real Property Holding Company LLC, and Tangerine PBS LLC, (the "Property Owners") own approximately 165 acres of land located east of Interstate 10, east and west of Adonis Road, and approximately 1.2 miles north of Tangerine Road within Section 25 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 Property Owners have authorized Paradigm Land Design, LLC to submit an application to rezone the Rezoning Area from Zone E (Transportation Corridor) to R-4 (Residential, Single-Family), R-5 (Residential, Single-Family), and MR-1 (Residential, multi-family) ("this Rezoning"); and

WHEREAS the Rezoning Area is also known as "Stonegate East," which together with the property zoned as the Tortolita Shadows Specific Plan by Marana Ordinance No. 2012.05, recorded in the Office of the Pima County Recorder at Sequence No. 20122160463, and the property zoned as the Rancho Marana East Specific Plan by Marana Ordinance No. 99.13, recorded in the Office of the Pima County Recorder at Docket 11057 Page 1189, comprise the project known as the "Stonegate Development Project"; and

WHEREAS the Marana Town Council adopted Ordinance No. 2012.05 on July 17, 2012 approving the Tortolita Shadows Specific Plan, which includes conditions that directly affect the development of the Rezoning Area and shall remain; and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on March 30, 2022, and voted unanimously 6-0 to recommend that the Town Council approve this Rezoning subject to the recommended conditions, plus an amended condition, as requested by staff; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on October 4, 2022, which public hearing was continued until November 15, 2022; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on November 15, 2022, which public hearing was continued until January 17, 2023; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on January 17, 2023, which public hearing was continued until February 21, 2023; and

WHEREAS Town staff has negotiated the terms of the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project to address funding of the Marana Road/I-10 and Tangerine Road/I-10 traffic interchange projects; and

WHEREAS the Marana Town Council finds that the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project, provided in the agenda materials associated with this Council agenda item, is consistent with the Marana General Plan, this Rezoning, and all other applicable Town regulations and policies; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on February 21, 2023, and determined that this Rezoning and the Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project should be approved.

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

Section 1. The Development Agreement Regarding Streets Development Impact Fee Credits for the Stonegate Development Project is hereby approved in the form provided in the agenda materials associated with this Council agenda item and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

Section 2. The zoning of the Rezoning Area is hereby changed from Zone E (Transportation Corridor) to R-4 (Residential, single-family), R-5 (Residential, single-family), and MR-1 (Residential, multi-family), as depicted on Exhibit "B" attached to and incorporated in this ordinance by this reference.

Section 3. This Rezoning is subject to the following conditions, 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 Preliminary 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 water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Marana Water (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.
5. A master sewer plan must be submitted by the Property Owners and accepted by Marana Water (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.
6. 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.
7. 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.
8. The maximum number of residential lots within the Rezoning Area shall not exceed 777.

9. 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.
10. 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.
11. 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.
12. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
13. Final approval of a Traffic Impact Analysis must be issued by the Traffic Engineering Division prior to the approval of any final subdivision plat within the Rezoning Area.
14. The Property Owners shall be responsible for design and construction of traffic signals at any loop road intersection with Adonis Road within the Rezoning Area, when found warranted by traffic studies, and consistent with Town of Marana Ordinance No. 2012.05.
15. The Property Owners shall be required to build Adonis Road to a four-lane divided roadway within the Stonegate Master Plan development. Based on traffic analyses, the Property Owners will also be required to expand Adonis Road to a four-lane divided roadway south to Mandarinina Boulevard in accordance with review performed by the Town's Traffic Engineering Division.
16. The Property Owners shall pay to the Town their proportionate financial share upfront for the costs to design, construct, or otherwise improve the circulation to and within the Marana Road/I-10 traffic interchange and the Tangerine Road/I-10 traffic interchange in accordance with the development agreement approved pursuant to Section 1 of this ordinance. The Property Owners' proportionate share will be determined based on the number of Equivalent Dwelling Units in the Rezoning Area and the assumptions in the Streets Facilities Infrastructure Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022. As provided by A.R.S. § 9-463.05, the Property Owners' proportionate financial

contribution shall be credited against the applicable impact fees payable for development within the Stonegate Development Project.

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 21st day of February, 2023.



Mayor Ed Honea

ATTEST:



David L. Udall, Town Clerk

APPROVED AS TO FORM:



Jane Fairall, Town Attorney



EXHIBIT A to Marana Ordinance No. 2023.004
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1: (APN: 217-33-001F and 217-33-001E)

The East half of Section 25, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the West half of the Southeast quarter;

FURTHER EXCEPT that portion described in Judgment recorded in [Docket 7780, Page 3](#) described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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EXHIBIT A
(Continued)

THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

FURTHER EXCEPT that portion lying Northeasterly of the Northeasterly line of that portion described in Judgment recorded in [Docket 7780, Page 3](#) described as follows:

BEGINNING at the Southeast corner of said Section 25;

THENCE, along the South boundary of said Section 25, South 89 degrees 31 minutes 37 seconds West, a distance of 163.21 feet to a point that bears North 89 degrees 31 minutes 37 seconds East 2482.79 feet from the South quarter corner of said Section 25;

THENCE, leaving said South boundary North 30 degrees 26 minutes 46 seconds West, a distance of 223.94 feet;

THENCE, North 59 degrees 33 minutes 14 seconds East, a distance of 99.99 feet;

THENCE, North 30 degrees 26 minutes 46 seconds West, a distance of 2270.45 feet to a point in the West boundary of the East half of the Southeast quarter of said Section 25;

THENCE, along said West boundary North 00 degrees 28 minutes 01 seconds West, a distance of 427.75 feet to the Northwest corner of said East half of the Southeast quarter;

THENCE, along the North boundary of the South half of said Section 25, South 89 degrees 32 minutes 12 seconds West, a distance of 246.76 feet;

THENCE, leaving said North boundary North 30 degrees 26 minutes 46 seconds West, a distance of 1266.83 feet;

THENCE, South 59 degrees 33 minutes 14 seconds West, a distance of 99.99 feet;

THENCE, North 34 degrees 49 minutes 22 seconds West, a distance of 406.64 feet;

THENCE, North 50 degrees 48 minutes 00 seconds East, a distance of 99.99 feet;

THENCE, North 39 degrees 12 minutes 00 seconds West, a distance of 326.34 feet to a point in the West boundary of said East half of Section 25;

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EXHIBIT A
(Continued)

THENCE, along said West boundary North 00 degrees 27 minutes 16 seconds West, a distance of 938.98 feet to the North quarter corner of said Section 25;

THENCE, along the North boundary of said Section 25 North 89 degrees 33 minutes 18 seconds East, a distance of 913.24 feet to a point that bears South 89 degrees 33 minutes 18 seconds West 1730.47 feet from the Northeast corner of said Section 25;

THENCE, leaving said North boundary South 39 degrees 12 minutes 00 seconds East, a distance of 798.10 feet;

THENCE, South 30 degrees 26 minutes 46 seconds East, a distance of 2464.96 feet to a point in the East boundary of said Section 25 that bears South 00 degrees 28 minutes 45 seconds East 2757.07 feet from the Northeast corner of said Section 25;

THENCE, along said East boundary South 00 degrees 28 minutes 45 seconds East, a distance of 2519.46 feet to the point of BEGINNING.

(Parcel No. 2 and Parcel No. 3 below comprise APN: 217-33-002Q, 217-33-002N, 217-33-002R, 217-33-002P and 217-33-002K)

Parcel No. 2:

The Northwest quarter of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT any portion of the West half of said Section 25, conveyed in [Docket 7659, Page 5](#), being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 25;

Thence along the North boundary of said Section 25, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 1890.12 feet recorded (1889.77 feet, measured) to the TRUE POINT OF BEGINNING;

Thence continuing along said North boundary, North 89 degrees 33 minutes 18 seconds East recorded (North 89 degrees 45 minutes 44 seconds West, measured), a distance of 753.59 to the Northeast corner of said West half of Section 25;

Thence along the East boundary of said West half, South 00 degrees 27 minutes 16 seconds East recorded (South 00 degrees 12 minutes 48 seconds East, measured), a distance of 938.98 feet to the point that bears North 00 degrees 27 minutes 16 seconds West recorded (North 00 degrees 12 minutes 48 seconds West, measured), 4338.86 feet distant from the South quarter corner of said Section 25;

Thence leaving said East boundary, North 39 degrees 12 minutes 00 seconds West recorded (North 38 degrees 31 minutes 35 seconds West, measured), a distance of 1204.08 feet recorded (1204.24 feet measured) to the TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT that portion conveyed in [Docket 9675, Page 1348](#) described as follows:

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EXHIBIT A
(Continued)

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, further described as follows:

COMMENCING at the Northwest corner of said Section 25;

Thence South 00 degrees 02 minutes 54 seconds East, along the West line of said Section 25, a distance of 1980.22 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 55 minutes 01 seconds East, 1624.60 feet;

Thence along a curve to the right, being concave to the West, having a radius of 1280.73 feet, a central angle of 29 degrees 58 minutes 59 seconds and arc length of 670.21 feet;

Thence South 10 degrees 00 minutes 00 seconds West, 604.97 feet;

Thence North 80 degrees 00 minutes 00 seconds West, 1453.52 feet to a point of curve:

Thence on a curve to the left, concave to the South, having a radius of 1250.00 feet, a central angle of 6 degrees 41 minutes 34 seconds, an arc length of 146.01 feet to the West Section line of said Section 25;

Thence North 00 degrees 02 minutes 40 seconds West, along the Section line, 324.03 feet to the West quarter corner thereof;

Thence North 00 degrees 02 minutes 54 seconds West, along said Section line, 660.16 feet to the TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT that portion described as Parcel 3 [Docket 8874, Page 1453](#), described as follows::

That portion of the West half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northwest corner of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East along the North line of said Section 25, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 56 minutes 32 seconds East, a distance of 237.65 feet to a point on the Westerly right of way line of the Central Arizona Project:

Thence South 38 degrees 50 minutes 13 seconds East along said right of way line, a distance of 1203.99 feet to a point on the North and South mid-section line of said Section 25:

Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 1700.41 feet to the center of said Section 25:

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EXHIBIT A
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Thence South 00 degrees 04 minutes 54 seconds East, along said North and South mid-section line of said Section 25, a distance of 785.77 feet to a point;

Thence North 80 degrees 00 minutes 00 seconds West, a distance of 1086.07 feet to a point;

Thence North 10 degrees 00 minutes 00 seconds East, a distance of 604.97 feet to the point of curvature of a 1280.73 foot radius curve concave to the Southwest;

Thence Northerly along said curve through a central angle of 59 degrees 15 minutes 14 seconds, a distance of 1324.50 feet to a point having a radial bearing of South 40 degrees 44 minutes 46 seconds West;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet to a point;

Thence North 00 degrees 04 minutes 09 seconds West, a distance of 659.86 feet to a point on the North line of said Section 25 and the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at [Recording No. 20181830679](#).

Parcel No. 3:

That portion of the West Half of Section 25, Township 11 South, Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, further described as follows:

COMMENCING at the Northwest corner of said Section 25;

Thence North 89 degrees 56 minutes 32 seconds East, along the North Section line, a distance of 1652.23 feet to the TRUE POINT OF BEGINNING:

Thence continuing North 89 degrees 56 minutes 32 seconds East, 237.65 feet:

Thence South 38 degrees 50 minutes 13 seconds East, 1203.99 feet to a point on the center Section line;

Thence South 00 degrees 04 minutes 54 seconds East, along said center Section line, a distance of 1040.26 feet;

Thence South 89 degrees 55 minutes 01 seconds West, 1020.12 feet;

Thence along a curve to the left, concave to the Southwest, having a radius of 1280.73 feet, a central angle of 29 degrees 16 minutes 15 seconds, an arc length of 654.29 feet;

Thence North 26 degrees 37 minutes 26 seconds East, a distance of 880.17 feet;

Thence North 00 degrees 04 minutes 09 seconds West, 659.86 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the Town of Marana, an Arizona municipal corporation by Special Warranty Deed recorded July 2, 2018 at [Recording No. 20181830679](#).

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EXHIBIT A
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APN: 217-33-002L, 217-33-002K, 217-33-002C, 217-33-001E/217-33-001F

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**EXHIBIT B to Marana
Ordinance No. 2023.004**

