

## MARANA ORDINANCE NO. 2023.026

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RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 162 ACRES OF LAND GENERALLY LOCATED EAST OF MANDARINA BOULEVARD AND NORTH OF TANGERINE ROAD IN SECTION 31, TOWNSHIP 11S, RANGE 12E, FROM ZONE E (TRANSPORTATION CORRIDOR ZONE) TO SP (SPECIFIC PLAN), CREATING THE MANDARINA SOUTH SPECIFIC PLAN; APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN AMENDING THE LAND USE CATEGORY FROM COMMERCIAL (C) TO MASTER PLAN AREA (MPA); AND APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT REGARDING STREETS DEVELOPMENT IMPACT FEE CREDITS FOR THE MANDARINA SOUTH DEVELOPMENT PROJECT

WHEREAS Mandarina South, L.L.C. (the "Property Owners") owns approximately 162 acres of land generally located east of Mandarina Boulevard and north of Tangerine Road, in Section 31, Township 11S, Range 12E, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized Pew & Lake to submit an application to rezone the Rezoning Area from Zone E (Transportation Corridor Zone) to SP (Specific Plan) ("this Rezoning"), creating the Mandarina South Specific Plan, and to amend the 2040 Marana General Plan land use category for the Rezoning Area from Commercial (C) to Master Plan Area (MPA); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on July 26, 2023, and voted 6-0 with one Commissioner absent to recommend that the Town Council approve this Rezoning, subject to the recommended conditions, and with one additional condition added at the Commission meeting: that the Property Owners shall discuss in good faith with the Town all necessary rights of-way and accessory easements associated with the drainage infrastructure improvements to be constructed by the Town for the Tangerine Road 2A Project and resolve the matter prior to the Town Council meeting on August 15, 2023; and

WHEREAS upon further review by staff, the Town has determined that because the Town's Tangerine Road 2A Project will proceed irrespective of development of the Mandarina South project, the Town will obtain all necessary property rights from the Property Owners through the Town's normal property acquisition process associated

with CIP projects, therefore, no additional rezoning condition related to this issue is necessary; and

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

WHEREAS the Marana Town Council finds that Development Agreement Regarding Streets Development Impact Fee Credits for the Mandarinina South Development Project 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 on this Rezoning on August 15, 2023 and determined that this Rezoning, General Plan amendment, and the Development Agreement Regarding Streets Development Impact Fee Credits for the Mandarinina South 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 Mandarinina South Development Project attached to and incorporated within this ordinance by this reference as Exhibit B is hereby approved, 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 Zone) to SP (Specific Plan), creating the Mandarinina South Specific Plan. The Mandarinina South Specific Plan, 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. 2023-084, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

**Section 3.** A minor amendment to the General Plan is hereby approved, changing the General Plan land use category of the Rezoning Area from Commercial (C) to Master Plan Area (MPA).

**Section 4.** 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 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 Conceptual Site Plan(s) 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 (TIA) has been submitted by the Property Owners and accepted by Town staff. The Property Owners may be required to submit an updated TIA or updated traffic studies when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.
5. 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. The Property Owners may be required to submit an updated WIP when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.
6. 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. The Property Owners may be required to submit an updated sewer plan when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area.
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. 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. The Property Owners shall dedicate or cause to have dedicated to the Town all necessary rights-of-way associated with the future development of the Rezoning Area upon demand of the Town, including without limitation a 150-foot right-of-way for Adonis Road and any required accessory easements for the road.
14. Pursuant to the accepted TIA, the Property Owners must install traffic signals to the Town's required specifications at the intersections of the future minor collector road/Tangerine Road and Adonis Road/future minor collector road, when warranted to mitigate Level of Service and safety concerns.
15. The maximum number of residential units, including single-family detached, single-family attached, and multi-family units, shall not exceed 1,500.
16. The Property Owners shall comply with Arizona state law and Marana Town Code Chapter 17-12 regarding the protection of cultural resources in the Rezoning Area.
17. Except as otherwise set forth in this section, on or before issuance of the first building permit for the first habitable structure in the Rezoning Area, the Property Owners shall pay to the Town their proportionate financial share up-front for the costs to design, construct, or otherwise improve the circulation to and within the Tangerine Road/I-10 traffic interchange. 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 Rezoning Area. If the improvements to the Tangerine Road/I-10 traffic interchange are completed before the first building permit is issued in the Rezoning Area, the Property Owners will not be required to pay their proportionate financial share up-front, but will be required to pay applicable development impact fees as the Rezoning Area is developed.

18. The Property Owners shall coordinate development of the Rezoning Area with the Central Arizona Project (CAP) as necessary, including obtaining any necessary CAP permits for development of the Rezoning Area and payment of any CAP fees.

**Section 5.** 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 6.** 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 15th day of August, 2023.



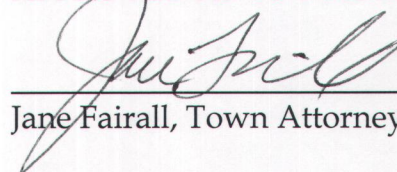
\_\_\_\_\_  
Mayor Ed Honea

ATTEST:



\_\_\_\_\_  
David L. Udall, Town Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Jane Fairall, Town Attorney



**Exhibit A  
Legal Description**

Parcel 1:

The Northeast quarter of the Southwest Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Except any portion thereof lying within Adonis Road, as described in Document Number 20181800851, and as it currently exists.

Parcel 2:

That portion of the Southwest quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Meridian, described as follows:

That portion of Parcel 2 recorded in Docket 13837, Page 3402, in the office of the Recorder, Pima County, Arizona, described as follows:

COMMENCING at the West Quarter corner of said Section 31, marked by a one-half inch rebar;

THENCE North 89 degrees 26 minutes 47 seconds East, along the mid - Section line of said Section 31, 1203.07 feet, to an aluminum cap marked "ANDERSON PE 2368" located at the Northwest corner of the Northeast quarter of said Southwest Quarter, also being the Northwest corner of said Parcel 2;

THENCE South 00 degrees 36 minutes 56 seconds East, 972.21 feet along the West line of said Northeast quarter of the Southwest quarter and said Parcel 2 to the POINT OF BEGINNING;

THENCE North 89 degrees 23 minutes 04 seconds East, 112.43 feet, to a point of curvature on a tangent curve to the left;

THENCE along said curve concave to the Northwest, having a radius of 155.00 feet, through a central angle of 57 degrees 50 minutes 48 seconds, and an arc length of 156.49 feet to a point of tangency;

THENCE North 31 degrees 32 minutes 16 seconds East, 50.00 feet to a point on the proposed Southwesterly right of way of Adonis Road;

THENCE South 58 degrees 27 minutes 44 seconds East, 60.00 feet along said proposed Southwesterly right of way;

THENCE South 31 degrees 32 minutes 16 seconds West, 50.00 feet to a point of curvature on a tangent curve to the right;

THENCE along said curve concave to the Northwest, having a radius of 215.00 feet, through a central angle of 57 degrees 50 minutes 48 seconds, an arc length of 217.07 feet to a point of tangency;

Exhibit A to Marana Ordinance No. 2023.026

THENCE South 89 degrees 23 minutes 04 seconds West, 112.43 feet to a point on the said West line of Parcel 2;

THENCE North 00 degrees 36 minutes 56 seconds West, 60.00 feet along said West line of Parcel 2 to the POINT OF BEGINNING.

Parcel 3:

The North half of the North half of the Southeast quarter of the Southwest quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Except any portion thereof lying within Adonis Road, as described in Document Number 20181800851, and as it currently exists.

Parcel 4:

All of the following described parcel lying Northerly of the Northerly line of Tangerine Road, as it currently exists:

The South half of the North half of the Southeast quarter of the Southwest quarter and the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Except that portion lying South of the North line of that property conveyed to the Town of Marana in Docket 10598 at Page 3681.

Parcel 5:

The North half of the Southeast Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel 6:

The East half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel 7:

The West half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel 8:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT that portion conveyed to the Town of Marana in Docket 10598 at page 3687.

Exhibit A to Marana Ordinance No. 2023.026

Parcel 9:

The East half of the Southwest Quarter of the Southeast Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

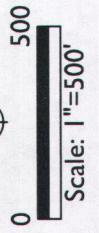
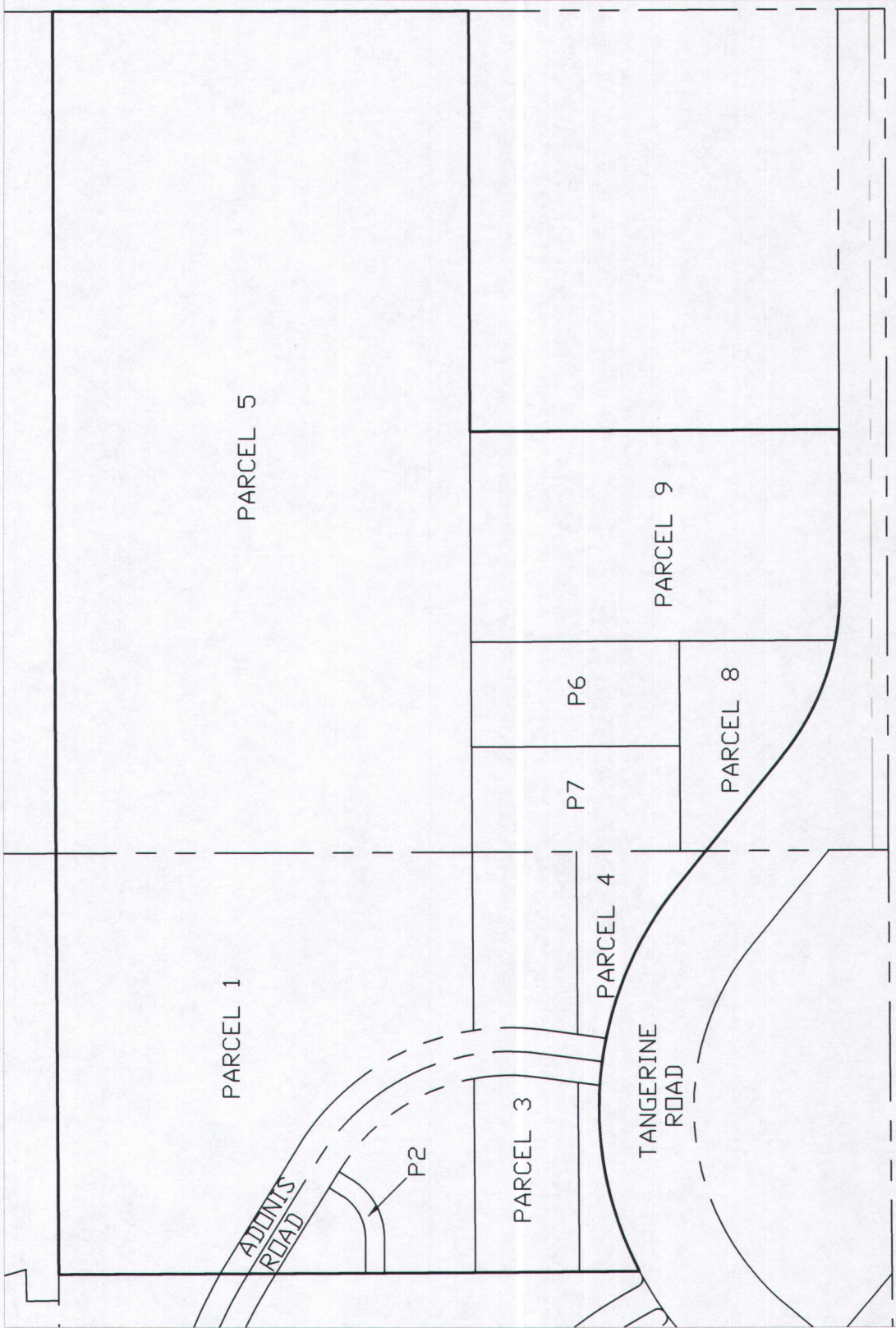
EXCEPT that portion conveyed to the Town of Marana in Docket 10599 at page 2504 and re-recorded in Docket 10607 at page 2256.

Said parcel containing 7,074,041 square feet, or 162.3976 acres of land, more or less.

See depiction of Exhibit A made a part hereof.



Exhibit A to Marana Ordinance No. 2023.026



8710 N. Thornydale Rd, Suite 140  
Tucson, AZ 85742  
T: 520.408.1400 | F: 520.408.1403  
www.epsgroupinc.com



PORTION OF SECTIONS 31, T-11-S, R-12-E, G&SRM, P1M4 COUNTY, AZ

Depiction of Exhibit A

Job No.  
20-0522

Sheet No.  
1  
of 1

**DEVELOPMENT AGREEMENT REGARDING STREETS  
DEVELOPMENT IMPACT FEE CREDITS FOR THE  
MANDARINA SOUTH DEVELOPMENT PROJECT**

**TOWN OF MARANA, ARIZONA**

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and MANDARINA SOUTH, LLC, an Arizona limited liability company (the “Developer”). The Town and the Developer are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

**RECITALS**

- A. This Agreement is entered into and authorized pursuant to A.R.S. § 9-500.05.
- B. The Town has adopted certain development impact fees for streets pursuant to A.R.S. § 9-463.05.
- C. The Developer is the current master developer of the lands legally described on Exhibit A, known as the “Mandarina South Development Project.”
- D. This Agreement is approved, and the Town’s Mayor is authorized to sign it, by virtue of the Town Council’s adoption of Marana Ordinance No. 2023.\_\_\_\_ (the “Concurrent Ordinance”), which also rezones the Mandarina South Development Project to SP (Specific Plan).
- E. The Concurrent Ordinance, among other items, requires the Developer to pay to the Town its proportionate financial share for the costs to design, construct, or otherwise improve the circulation to and within the Tangerine Road/I-10 traffic interchange on or before issuance of the first building permit for the first habitable structure in the Mandarina South Development Project (the “Developer Advance”).
- F. The Developer is entitled to credit pursuant to A.R.S. § 9-463.05(B)(7)(c)(i) toward the payment of the Town’s adopted streets development impact fees in connection with the development of the Mandarina South Development Project for the Developer Advance.
- G. The Parties desire to memorialize their agreement concerning the amount and administration of the development impact fee credit.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

**1. Credit toward streets development impact fees.**

1.1. *Total amount.* The Developer Advance is determined based on the number of Equivalent Dwelling Units anticipated to be constructed in the Mandarina South Development Project according to the traffic impact analysis (TIA) submitted by the Developer and accepted by the Town, and

the assumptions included within the Streets Facilities Infrastructure Improvements Plan approved by the Town of Marana Mayor and Council on September 20, 2022 (the "Streets IIP"). Based on these factors, the Developer Advance is calculated at \$340,235.06.

1.2. *Credited units.* The Parties anticipate as of the date of recording of this Agreement that 280 single-family units, 1030 multi-family units, and 140,000 square feet of commercial property will be developed in the Mandarinina South Development Project. The development impact fee credits will be applied to these units and commercial projects pursuant to what is actually constructed and in accordance with paragraph 1.3, below.

1.3. *Credit per unit/square foot.* The credits against streets development impact fees for the Mandarinina South Development Project are as follows:

1.3.1. For the single-family units, \$256.32 per unit.

1.3.2. For the multi-family units, \$191.10 per unit.

1.3.3. For the commercial development:

(1) \$313.75 per 1,000 square feet for the first 15,000 square feet developed, and

(2) \$535.39 per 1,000 square feet for the remaining square feet developed.

1.4. *Reimbursement of Credits.* On or before January 31, April 30, July 31, and October 31 of each year, the Town shall reimburse the Developer the credit per unit or square foot, as described in paragraph 1.3 above, for each single-family residential, multi-family, or commercial building permit issued in the Mandarinina South Development Project for streets development impact fees actually collected by the Town during each quarter ending December 31, March 31, June 30, and September 30 respectively, until the Developer is fully reimbursed for the Developer Advance.

1.5. *Future fee revisions.* If the Town amends its streets development impact fee applicable to the Mandarinina South Development Project, the Parties may amend this Agreement to ensure that both Parties remain whole.

1.6. *Actual payment as condition of reimbursement.* The credit toward the streets development impact fee calculated in accordance with this paragraph 1 shall apply only if the Developer pays the Developer Advance.

## **2. Miscellaneous**

2.1. *Binding effect.* This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

2.2. *Cancellation for conflict of interest.* This Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

2.3. *Counterparts.* This Agreement 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.

2.4. *Good standing: authority.* The Developer represents and warrants to the Town that it is duly formed and validly existing and 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 Agreement under applicable state laws. Each Party represents and warrants that

the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

2.5. *Governing law.* This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

2.6. *Interpretation.* This Agreement has been negotiated by the Parties, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

2.7. *Exhibits.* 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.

2.8. *Recordation.* After this Agreement has been executed by the Parties, the Town shall record this Agreement in the office of the Pima County Recorder.

2.9. *Completion of improvements prior to first building permit.* As provided in the Concurrent Ordinance, if the improvements to the Tangerine Road/I-10 traffic interchange are completed before the first building permit is issued in the Mandarinina South Development Project, the Developer will not be required to pay its proportionate financial share up-front, but will be required to pay applicable development impact fees as the Mandarinina South Development Project is developed; and this Agreement shall be null and void.

2.10. *Termination.* This Agreement shall terminate upon the earlier of (i) the mutual agreement of the Parties; (ii) the completion of the improvements to the Tangerine Road/I-10 traffic interchange before the first building permit is issued in the Mandarinina South Development Project as described in paragraph 2.9 above; or (iii) when the Developer is reimbursed in full for the Developer Advance. Upon the occurrence of any of the foregoing, either Party may request that a written termination of this Agreement be recorded in the office of the Pima County Recorder.

*[Signatures of the Parties Appear on the Following Page]*

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: \_\_\_\_\_  
Ed Honea, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
David L. Udall, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jane Fairall, Town Attorney

The "Developer":

MANDARINA SOUTH, LLC, an Arizona limited liability company

By: KDL INVESTMENTS, LLC, an Arizona limited liability company, its sole Member

By: \_\_\_\_\_  
Karl N. Huish, Manager

Date: \_\_\_\_\_

STATE OF ARIZONA     )  
  ) ss  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Karl N. Huish, Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, sole Member of MANDARINA SOUTH, LLC, an Arizona limited liability company, on behalf of MANDARINA SOUTH, LLC.

(Seal)

\_\_\_\_\_  
Notary Public

**Exhibit A  
Legal Description**

Parcel 1:

The Northeast quarter of the Southwest Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Except any portion thereof lying within Adonis Road, as described in Document Number 20181800851, and as it currently exists.

Parcel 2:

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That portion of Parcel 2 recorded in Docket 13837, Page 3402, in the office of the Recorder, Pima County, Arizona, described as follows:

COMMENCING at the West Quarter corner of said Section 31, marked by a one-half inch rebar;

THENCE North 89 degrees 26 minutes 47 seconds East, along the mid - Section line of said Section 31, 1203.07 feet, to an aluminum cap marked "ANDERSON PE 2368" located at the Northwest corner of the Northeast quarter of said Southwest Quarter, also being the Northwest corner of said Parcel 2;

THENCE South 00 degrees 36 minutes 56 seconds East, 972.21 feet along the West line of said Northeast quarter of the Southwest quarter and said Parcel 2 to the POINT OF BEGINNING;

THENCE North 89 degrees 23 minutes 04 seconds East, 112.43 feet, to a point of curvature on a tangent curve to the left;

THENCE along said curve concave to the Northwest, having a radius of 155.00 feet, through a central angle of 57 degrees 50 minutes 48 seconds, and an arc length of 156.49 feet to a point of tangency;

THENCE North 31 degrees 32 minutes 16 seconds East, 50.00 feet to a point on the proposed Southwesterly right of way of Adonis Road;

THENCE South 58 degrees 27 minutes 44 seconds East, 60.00 feet along said proposed Southwesterly right of way;

THENCE South 31 degrees 32 minutes 16 seconds West, 50.00 feet to a point of curvature on a tangent curve to the right;

THENCE along said curve concave to the Northwest, having a radius of 215.00 feet, through a central angle of 57 degrees 50 minutes 48 seconds, an arc length of 217.07 feet to a point of tangency;

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Parcel 4:

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Except that portion lying South of the North line of that property conveyed to the Town of Marana in Docket 10598 at Page 3681.

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Parcel 6:

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Parcel 8:

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EXCEPT that portion conveyed to the Town of Marana in Docket 10598 at page 3687.

**Parcel 9:**

The East half of the Southwest Quarter of the Southeast Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

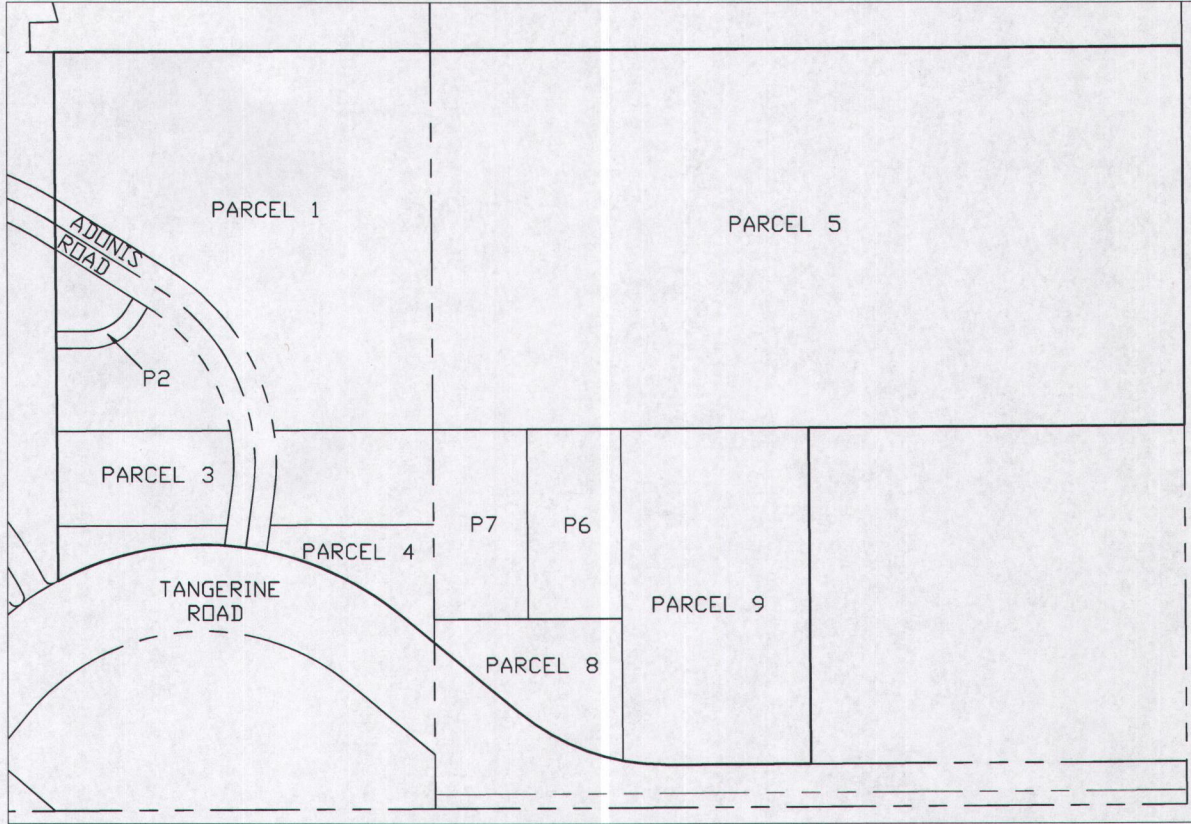
EXCEPT that portion conveyed to the Town of Marana in Docket 10599 at page 2504 and re-recorded in Docket 10607 at page 2256.

Said parcel containing 7,074,041 square feet, or 162.3976 acres of land, more or less.

See depiction of Exhibit A made a part hereof.



Exhibit A to Development Agreement for Streets DIF Credits for Mandarin South Development Project



Jun 30, 2022 11:48am U:\Projects\2020\20-0522\Survey\Layout\10.dwg

8710 N. Thermophile Rd, Suite 140  
Phoenix, AZ 85042  
Tel: 602.408.1400 | Fax: 602.408.1403  
www.epsgroupinc.com



Depiction of Exhibit A

PORTION OF SECTIONS 31, T11S, R12E, Q88M, P14C, AZ

Job No.  
20-0522

Sheet No.  
1  
of 1