

MARANA ORDINANCE NO. 2014.010

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO MARANA SPECTRUM DEVELOPMENT AGREEMENT AND APPROVING THE MARANA SPECTRUM SPECIFIC PLAN AMENDMENTS FOR THE PROPOSED MARANA CENTER PROJECT ON PROPERTY LOCATED ON THE SOUTH SIDE OF TWIN PEAKS ROAD BETWEEN INTERSTATE 10 AND LINDA VISTA BOULEVARD

WHEREAS the Marana Spectrum Specific Plan was approved by the Town on August 7, 2007 pursuant to Ordinance No. 2007.19; and

WHEREAS the Marana Spectrum Specific Plan created the zoning entitlements for Marana Spectrum, a proposed 1.2 million square foot retail lifestyle/entertainment/power center including mixed use, hotel, office and residential components on property now located on the south side of Twin Peaks Road between Interstate 10 and Linda Vista Boulevard (the "Property"); and

WHEREAS the Town of Marana and Kimco Marana L.P., a Delaware limited partnership, formerly known as Kimco Barclay Marana, L.P., ("Kimco") the original owner/developer of Marana Spectrum, entered into the Marana Spectrum Development Agreement dated December 22, 2007 (the "Original Spectrum DA"), recorded with Marana Resolution No. 2007-227 (its authorizing resolution) at Docket 13211, Page 951, in the records of the Recorder of Pima County, Arizona, on December 28, 2007; and

WHEREAS Kimco and the Town were parties to the First Amendment to Marana Spectrum Development Agreement dated August 17, 2010 (the "First Spectrum DA Amendment"), recorded at Docket 13881, Page 490, in the records of the Recorder of Pima County, Arizona, on August 26, 2010; and

WHEREAS the Original Spectrum DA and the First Spectrum DA Amendment addressed and facilitated development of the Property in a manner consistent with the Marana Spectrum Specific Plan; and

WHEREAS VP Marana 160, LLC, an Arizona limited liability company ("VP Marana") has now purchased the Property; and

WHEREAS Kimco assigned and VP Marana assumed all Kimco's rights and responsibilities under the Original Spectrum DA and the First Spectrum DA Amendment pursuant to the Assignment and Assumption of Marana Spectrum Development Agreement dated

December 9, 2013 (the "DA Assignment"), recorded at Sequence No. 20133460261 in the records of the Recorder of Pima County, Arizona, on December 12, 2013, and approved and consented to by the Town on December 3, 2013, by the adoption of Marana Resolution No. 2013-110; and

WHEREAS VP Marana proposes to develop the Property into a commercial center called "Marana Center," conforming to the land uses contemplated by the Marana Spectrum Specific Plan but with a different development footprint; and

WHEREAS Town of Marana staff believes that Marana Center is fully compatible with the purpose and intent of the Marana Spectrum Specific Plan; and

WHEREAS the Town of Marana has initiated a specific plan amendment for the purposes of accommodating particular elements of the Marana Center project and addressing Marana Spectrum Specific Plan language that might arguably be interpreted to require the Property to be developed to the layout and footprint of the conceptual site plan attached as Exhibit 16 to the Marana Spectrum Specific Plan and included as the base drawing for various other exhibits throughout the Marana Spectrum Specific Plan; and

WHEREAS VP Marana has exchanged certain portions of the Property with a neighboring property owner, causing a slight revision in the land area to be included within the Marana Spectrum Specific Plan; and

WHEREAS VP Marana and the Town of Marana desire to enter into a Second Amendment to Marana Spectrum Development Agreement (the "Second Spectrum DA Amendment") to carry out VP Marana's vision for the development of the Property and to address various pending issues affecting the development of the Marana Center; and

WHEREAS the Second Spectrum DA Amendment and the Marana Spectrum Specific Plan amendments for the proposed Marana Center project addressed by this ordinance were presented at an April 30, 2014 meeting of the Marana Planning Commission and received a recommendation of approval by a vote of six in favor, none opposed, and one absent.

WHEREAS the Marana Town Council finds that the Second Spectrum DA Amendment and the Marana Spectrum Specific Plan amendments for the proposed Marana Center project addressed by this ordinance are in the best interest of the Town and its citizens.

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

SECTION 1. The Marana Spectrum Specific Plan is hereby amended as follows:

1. The conceptual site plan attached as Exhibit 16 to the Marana Spectrum Specific Plan and included as the base drawing for various other exhibits throughout the Marana Spectrum Specific Plan is for illustrative purposes only and shall not in any way limit the permitted layout and footprint of development on the Property.

2. The total building area permitted under the Marana Spectrum Specific Plan is 1,276,951 square feet, subject to the “non-substantial” change definition set forth in paragraph 3 below.
3. The second sentence of the first paragraph of the “Administration” subsection of the “Specific Plan Implementation” section of the Marana Spectrum Specific Plan (found at page 138 of the specific plan booklet) is hereby amended to read as follows: ‘ “Non-substantial” changes are hereby defined as those that would not increase total building area by more than 15%, increase height by 20%, or change setbacks by more than 20%.’
4. Marana Spectrum Specific Plan text that refers to specific buildings on the conceptual site plan is provided for illustrative purposes only. By way of example and not limitation, the discussion of the “main street area which contains minor 3, 8, and 9, shops 7, 8, 9, 10, 11, 12, and 13, pads 14, 15, 16, and 17...” found in the third sentence of the second paragraph of the “Introduction” section (page 1 of the specific plan booklet) is an illustration of the type of building orientation permitted under the Marana Spectrum Specific Plan, and is not prescriptive of the particular building layout required under the Marana Spectrum Specific Plan.
5. Marana Spectrum Specific Plan technical information that relies on the conceptual site plan is provided as an illustration of the type of technical information that will be required as a condition of development plan approval for individual buildings or groups of buildings to be developed on the Property. By way of example and not limitation, the truck circulation and the pedestrian circulation discussed in the “Transportation and Circulation” section of the Marana Spectrum Specific Plan (page 55 of the specific plan booklet) and depicted on Exhibits 18 and 19 of the Marana Spectrum Specific Plan illustrate the type of truck and pedestrian circulation that will be required as a condition of development plan approval for the actual building or buildings eventually constructed on the Property.
6. The legal description and survey attached as Exhibit 3 to the Marana Spectrum Specific Plan is hereby replaced with the legal description attached as “Exhibit A” to the Second Spectrum DA Amendment.
7. The Marana Spectrum Specific Plan includes a “Signage” section (beginning at page 94 of the specific plan booklet) and a “Comprehensive Sign Package Proposal” (consisting of 11” x 17” pages numbered “Page A” and “Page 1” through “Page 18” inserted after page 95 of the specific plan booklet) (the “MSSP Signage Provisions”). The sign depictions, descriptions, and locations set forth in the MSSP Signage Provisions are conceptual only, and do not govern signage within the Marana Center. Subject to the revisions in paragraphs 8 and 9 below, and subject to the revision authority under Marana Land Development Code section 16-09-03 (Sign Program) as it may be amended, the MSSP Signage Provisions govern signage within Marana Center with respect to all substantive sign regulations, such as maximum sign dimensions, sign types, total number of signs of each sign type, square footage of aggregate freestanding signage, illumination provisions, construction/material requirements, signage area calculations, and master criteria for signage. The Marana Planning Director shall be authorized to review and approve specific sign designs and locations within Marana Center. In the event of a dispute, an appeal of any Planning Director

determination concerning signage shall be taken to the Town of Marana Board of Adjustment.

8. The Freestanding Sign Matrix at Page 3 of the MSSP Signage Provisions is modified as follows:
 - a. Sign type "16-14-19 Freeway Pylons" is modified by adding the following text to the "Additional Beyond Code" column: "Overall sign height shall not exceed 75' (10' higher than code). Each sign face of one of the three Freeway Pylons may include one electronic message display not exceeding 12' high by 18' wide, subject to the following requirements: (i) Displays may be full color and shall consist only of static messages that change not more frequently than once every 7.5 seconds. (ii) Messages must transition by instant change method. Scrolling, traveling, flashing, full motion video, use of sound, and similar operational effects are prohibited. (iii) In their construction and operation, all electronic sign displays shall comply with the Town of Marana Outdoor Lighting Code in effect at the time the sign permit is issued. (iv) The electronic message display shall be in conformance with all applicable federal and state laws and regulations.
 - b. Three sign types "16-14-03 Freestanding Pole Signs" are modified by adding the following text to the "Additional Beyond Code" column: "The 80 sf (40 sf larger than code) of changeable copy may consist of an electronic message display that meets the requirements of the Town of Marana Outdoor Lighting Code and Marana Land Development Code section 16-14-08 (Electronic Message Displays) in effect at the time the sign permit is issued."
9. Signage for a proposed outlet mall (a retail complex utilizing a "racetrack" layout in which all buildings surround and are oriented toward interior pedestrian-only walkways where customer access to retail shops only from the interior of the outlet buildings) currently anticipated to be constructed on Parcel 4 (see Exhibit B to the Second Spectrum DA Amendment) shall comply with the following:
 - a. Towers which are, in the Planning Director's judgment, constructed with the primary purposes of accommodating signage and providing architectural relief shall not exceed an overall height of 70 feet.
 - b. Signage on exterior wall façades (walls facing parking lots and public roadways) shall not exceed 20% of the total aggregate wall area per façade exposure. The outlet mall developer shall submit to the Planning Director a sign package for the exterior wall façades of the outlet mall, identifying building signage sizes and locations similar in detail and substance to the wall mounted signage depicted on Pages S.3 through S.7 of the sign package for the St. Louis Premium Outlets, included as background information for the Marana Planning Commission's April 30, 2014 public hearing and the Marana Town Council's May 6, 2014 public hearing. The Planning Director shall be authorized to administratively approve an outlet mall sign package that conforms to the requirements of this subparagraph.

- c. Signage visible only from the interior of the "racetrack" layout and not visible from surrounding parking areas and roadways is not subject to the MSSP Signage Provisions.

SECTION 2. The Mayor is hereby authorized and directed to execute the Second Spectrum DA Amendment, attached as Exhibit A to this ordinance, for and on behalf of the Town of Marana.

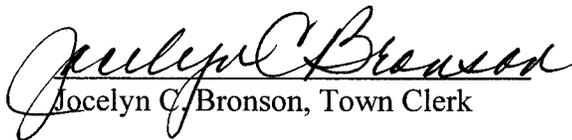
SECTION 3. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of May, 2014.



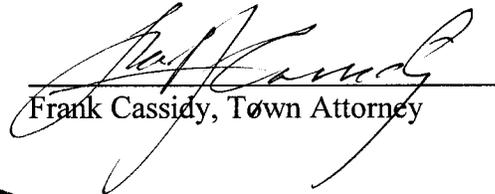
Mayor Ed Honea

ATTEST:



Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:



Frank Cassidy, Town Attorney



**SECOND AMENDMENT TO MARANA SPECTRUM
DEVELOPMENT AGREEMENT**

TOWN OF MARANA, ARIZONA

THIS SECOND AMENDMENT TO MARANA SPECTRUM DEVELOPMENT AGREEMENT (this "Second DA Amendment") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and VP MARANA 160, LLC, an Arizona limited liability company ("VP Marana" or the "Owner/Developer"). The Town and VP Marana are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. KIMCO MARANA L.P., a Delaware limited partnership, formerly known as KIMCO BARCLAY MARANA, L.P., ("Kimco") and the Town were parties to the MARANA SPECTRUM DEVELOPMENT AGREEMENT dated December 22, 2007 (the "Original DA"), recorded with Marana Resolution No. 2007-227 (its authorizing resolution) at Docket 13211, Page 951, in the records of the Recorder of Pima County, Arizona, on December 28, 2007.

B. Kimco and the Town were parties to the FIRST AMENDMENT TO MARANA SPECTRUM DEVELOPMENT AGREEMENT dated August 17, 2010 (the "First DA Amendment"), recorded at Docket 13881, Page 490, in the records of the Recorder of Pima County, Arizona, on August 26, 2010.

C. The Original DA and the First DA Amendment addressed and facilitated development of the Property in a manner consistent with the Marana Spectrum Plan, which includes a conceptual site plan for the Property that identified individual building envelopes and an overall development footprint to carry out Kimco's vision for the development of the Property.

D. Kimco assigned and VP Marana assumed all Kimco's rights and responsibilities under the Original DA and the First DA Amendment pursuant to the ASSIGNMENT AND ASSUMPTION OF MARANA SPECTRUM DEVELOPMENT AGREEMENT dated December 9, 2013 (the "DA Assignment"), recorded at Sequence No. 20133460261 in the records of the Recorder of Pima County, Arizona, on December 12, 2013.

E. The Town approved and consented to the DA Assignment on December 3, 2013, by the adoption of Marana Resolution No. 2013-110.

F. To carry out its vision for development of the Property, VP Marana desires to enter into this Second DA Amendment, modifying the Original DA as amended by the First DA Amendment, and replacing Kimco's conceptual site plan for the Property with one that defines the master street and block layout but eliminates individual building envelopes in favor of providing flexibility of site layout within the parameters of the Marana Spectrum Plan as now amended.

G. Concurrently with the processing and review of this Second DA Amendment, VP Marana has submitted and the Town has processed, reviewed, and ultimately approved by Marana Ordinance No. 2014.012, amendments to the Marana Spectrum Plan (collectively the "2014 Marana Spectrum Plan Amendments") to carry out VP Marana's vision for the development of the Property, including but not limited to replacement of the conceptual site plan for the Property and a slight adjustment in the boundaries of the Property.

H. The Town desires to enter into this Second DA Amendment to facilitate the productive use and economically viable development of the Property, to carry out its obligation to charge any development impact fees in place on August 1, 2014 to commercial and industrial properties as required by A.R.S. § 9-463.05(B)(13) as amended by Laws 2011 Chapter 243, and to avoid having to reimburse the appropriate development fee accounts as required by A.R.S. § 9-463.05(B)(13) as amended by Laws 2011 Chapter 243 for the amount of development impact fees which would have been waived under the Original DA as amended by the First DA Amendment.

I. As amended by this Second DA Amendment and the 2014 Marana Spectrum Plan Amendments, the Development:

i) is consistent with the Town's long-term economic development strategies and is expected to create a source of significant tax revenue for the Town for many years;

ii) will have a substantial positive economic impact on the Town because it is expected to provide commercial and retail opportunities consistent with the businesses targeted by the Town; and

iii) is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

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

K. This Second DA Amendment does not increase the Town's economic development expenditures or retail sales tax reimbursements beyond those committed to the Original DA as amended by the First DA Amendment, and does not diminish the Development's economic development benefits to the Town as anticipated under the Original DA as amended by the First DA Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Second DA Amendment as though fully restated here, and the mutual covenants set forth in the Original DA as amended by the First DA Amendment and this Second DA Amendment, the Parties hereby agree as follows:

1. *The Property.* The "Property," as referred to in Recital A of the Original DA, defined in paragraph 1.3.12 of the Original DA, and legally described in Exhibit A to the Original DA, is hereby modified to refer to that land legally described in "Exhibit A" as attached to and incorporated by this reference in this Second DA Amendment.

2. *The Development.* The text of recital B of the Original DA is hereby deleted, and the following is inserted in its place:

Owner/Developer intends and desires to develop a regional commercial center on the Property with a mix of large-format and outlet-style retail buildings, auto mall, and individual pads and parcels for various permitted commercial, restaurant, grocery, hotel, and other uses as permitted in the Marana Spectrum Plan (the "Development").

3. *Conceptual master site plan.* The conceptual master site plan attached as Exhibit B to the Original DA and referred to in paragraphs 1.2 and 1.3.5 of the Original DA is hereby replaced with "Exhibit B" attached to and incorporated by this reference in this Second DA Amendment.

4. *Marana Spectrum Plan definition.* Paragraph 1.3.11 of the Original DA is hereby amended to read as follows:

The "Marana Spectrum Plan" is the Marana Spectrum Specific Plan, approved by the Town on August 7, 2007, pursuant to Marana Ordinance No. 2007.19, as amended by Marana Ordinance No. 2014.010 adopted on May 6, 2014 (see recital C of the Original DA).

5. *Public Improvements exhibit.* Exhibit C to the First DA Amendment, being the amended list of Public Improvements to be constructed by the Owner/Developer, is hereby replaced with "Exhibit C" attached to and incorporated by this reference in this Second DA Amendment. Exhibit C-1 attached to the First DA Amendment remains unchanged.

6. *Reservoir Site.* For purposes of this Second DA Amendment, the "Reservoir Site" shall mean the real property owned by the Owner/Developer and located approximately 1.7 miles northeast of the Property, identified as Pima County Assessor's Parcel Number 216-23-075A. The Reservoir Site was purchased by VP Marana's predecessor in interest for the purpose of installing a potable water reservoir with sufficient fire flow capacity to provide necessary fire flow to serve the Development.

7. *Abandonment proceedings.* The Town agrees to timely begin and diligently pursue abandonment proceedings pursuant to A.R.S. § 28-7201 *et seq.*, abandoning in favor of

the Owner/Developer the public rights-of-way described in the following subparagraphs. The Town anticipates the public rights-of-way described in subparagraphs (A) and (C) below to be abandoned by exchange as authorized by A.R.S. § 28-7203 in connection with the Town's approval of a subdivision plat for the Development, exchanging the abandoned rights-of-way with new public rights-of-way dedicated by the plat. In addition, the Town agrees to timely begin and diligently pursue abandonment proceedings pursuant to A.R.S. § 28-7201 *et seq.*, abandoning the public right-of-way of Dalton Place not bordered on both sides by the Development in favor of the adjacent property owner (currently Unisource Energy Corporation). The Town hereby waives administrative and processing fees associated with these abandonment proceedings. Owner/Developer shall provide or pay for any survey or title work the Town reasonably deems necessary to accomplish these abandonment proceedings. Owner/Developer acknowledges the Town's obligation to proceed as required by law, including the need to address any rights of property owners and utility companies that rely on the right-of-way sought to be abandoned, and the Parties will cooperate in good faith to address those rights justly and appropriately while working toward the goal of full abandonment through the Property.

(A) That portion of the public right-of-way of Dalton Place bordered on both sides by the Development.

(B) Any remaining public right-of-way of old Camino de Mañana bordered on both sides by the Reservoir Site.

(C) The remaining twenty foot wide slope easement areas of the former Linda Vista Road right-of-way retained by the Town in connection with previously-completed abandonment proceedings accomplished pursuant to paragraph 2.6 of the Original DA. The Town will retain slope easement and any other necessary easement rights within this proposed abandonment area.

8. *Dedication of the Reservoir Site.* Owner/Developer shall dedicate the Reservoir Site (including any former right-of-way of old Camino de Mañana abandoned in favor of Owner/Developer pursuant to paragraph 6(B) of this Second DA Amendment) to the Town, subject to the Owner/Developer's right to be reimbursed by the Town, in the principal amount of \$86,836 (the amount reported on the affidavit of value filed when the Reservoir Site was purchased by VP Marana's predecessor in interest), pursuant to Article 6 of the Original DA as amended by the First DA Amendment and this Second DA Amendment. The dedication shall be made free and clear of all liens and encumbrances, and shall occur not later than 60 calendar days after written demand by the Town to the Owner/Developer. If the dedication occurs before water facilities needed for the Development are constructed on the Reservoir Site, the Town shall grant a temporary construction easement, right-of-entry, and any other related rights to the Owner/Developer and its contractors and agents at no cost to construct any water facilities needed for the Development on the Reservoir Site.

9. *Reservoir Site Encroachment.* The Town and/or its contractors and agents constructed certain water facilities in connection with the construction of Twin Peaks Road that encroach onto the Reservoir Site. The Owner/Developer expressly consents to the encroachment of the existing facilities, and shall not take any action to force the removal of the existing facilities from the Reservoir Site.

10. *Elimination of development impact fee waiver.* Paragraph 5.2 of the Original DA, as amended by paragraph 8 of the First DA Amendment, is hereby deleted.

11. *Owner/Developer audit.* Paragraph 6.5 of the Original DA is hereby modified by adding the following after the existing text:

The Owner/Developer audit authorized by this paragraph shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. Before the Owner/Developer audit occurs, the Owner/Developer shall obtain and provide to the Town written waivers of confidentiality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose sales tax returns and other financial records are provided by the Town in connection with the audit.

12. *Annual report.* Paragraph 6.6 of the Original DA is hereby modified by adding the following after the existing text:

The report shall be restricted to information that may be released by the Town without violating applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. The report will not contain information capable of identifying confidential information of any particular taxpayer unless and until the Owner/Developer has obtained and provided to the Town written waivers of confidentiality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose confidential information is revealed in the report.

13. *Effect.* Capitalized words and phrases in this Second DA Amendment shall have the meanings set forth in the Original DA as amended by the First DA Amendment, and the terms of the Original DA as amended by the First DA Amendment shall continue in full force and effect except as expressly modified by this Second DA Amendment.

14. *Term.* This Second DA Amendment shall become effective (the "Effective Date") on the later of the following two events: (i) the effective date of the ordinance of the Town Council approving this Second DA Amendment; and (ii) the signature date of the last Party to sign this Second DA Amendment. The term of this Second DA Amendment shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the termination date set forth in paragraph 11 of the First DA Amendment.

15. *Notices and filings.* The addresses for the Owner/Developer set forth in paragraph 12 of the First DA Amendment are hereby deleted, and the following is inserted in their place:

VINTAGE PARTNERS, LLC
2502 East Camelback Road, Suite 214
Phoenix, Arizona 85016
Attention: David C. Scholl
Telephone: (602) 459-9924

16. *Counterparts.* This Second DA Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

17. *Exhibits.* Any exhibit attached to this Second DA Amendment shall be deemed to have been incorporated in this Second DA Amendment by reference with the same force and effect as if fully set forth in the body of this Second DA Amendment.

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

19. *Good standing; authority.* The Owner/Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of the state of Arizona. Each Party represents and warrants that the individual executing this Second DA Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

[Remainder of page intentionally left blank.]

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation



Mayor Ed Honea

"VP Marana" or the "Owner/Developer":

VP MARANA 160, LLC, an Arizona limited liability company

By: VINTAGE PARTNERS, LLC, an Arizona limited liability company, its Manager

By: SCHOLL PARTNERS LLC, an Arizona limited liability company, authorized Member

By: _____
David C. Scholl, Manager

ATTEST:


Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:


Frank Cassidy, Town Attorney

STATE OF ARIZONA)
County of _____) ss

The foregoing instrument was acknowledged before me on _____ by David C. Scholl, Manager of SCHOLL PARTNERS LLC, an Arizona limited liability company, authorized Member of VINTAGE PARTNERS, LLC, an Arizona limited liability company, Manager of VP MARANA 160, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal)

Notary Public

EXHIBITS

- Exhibit A (Amended) Revised legal description of the Property
- Exhibit B (Amended) Revised conceptual master site plan for the Development
- Exhibit C (Amended) List of Public Improvements to be constructed by the Owner/Developer

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

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See Exhibit "A"

PARCEL DESCRIPTION
Marana Center
Overall Boundary

A portion of Sections 15, 22 and 23, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 22, a MAG nail, from which the east quarter corner of said Section 22, a 2-inch open iron pipe with tag 4253, bears South 00°30'54" East (basis of bearing), a distance of 2633.58 feet;

THENCE along the east line of said Section 22, South 00°30'54" East, a distance of 75.00 feet, to the southerly right-of-way line of Linda Vista Boulevard, as shown on Right of Way Plans of the Casa Grande -Tucson Highway Twin Peaks-Linda Vista T.I. and the **POINT OF BEGINNING**;

THENCE along said right-of-way line, North 89°23'59" East, a distance of 282.72 feet, to a point of intersection with a non-tangent curve;

THENCE leaving said right-of-way line, southwesterly along said curve, having a radius of 246.97 feet, concave northwesterly, whose radius bears South 89°57'56" West, through a central angle of 56°16'39", a distance of 242.58 feet, to a point of intersection with a non-tangent line;

THENCE South 56°21'48" West, a distance of 120.95 feet, to the beginning of a curve;

THENCE southwesterly along said curve, having a radius of 154.00 feet, concave southeasterly, through a central angle of 56°52'42", a distance of 152.88 feet, to said east line and the curve's end;

THENCE along said east line, South 00°30'54" East, a distance of 1868.98 feet, to a point of intersection with a non-tangent curve;

THENCE leaving said east line, southwesterly along said curve, having a radius of 286.10 feet, concave northwesterly, whose radius bears South 89°29'36" West, through a central angle of 91°14'20", a distance of 455.59 feet, to a point of intersection with a non-tangent line;

THENCE South 83°52'17" West, a distance of 40.20 feet, to the east-west mid-section line of said Section 22;

THENCE along said east-west mid-section line, South 89°34'53" West, a distance of 1288.75 feet, to the northeasterly line of that certain 200-foot wide parcel of land lying northeasterly, adjacent to and parallel with the northeasterly right-of-way line of the Union Pacific Railroad parcel and a point of intersection with a non-tangent curve;

THENCE along said northeasterly line, northwesterly along said curve, having a radius of 11159.16 feet, concave northeasterly, whose radius bears North 47°55'15" East, through a central angle of 07°02'06", a distance of 1370.15 feet, to the curve's end;

THENCE North 35°02'39" West, a distance of 1211.05 feet, to the southeasterly right-of-way line of Twin Peaks Road as shown on said Right of Way Plans and a point of intersection with a non-tangent curve;

THENCE leaving said northeasterly line, along said right-of-way line, northeasterly along said curve, having a radius of 7829.44 feet, concave northwesterly, whose radius bears North 35°38'40" West,

**Parcel Description
Marana Center
Overall Boundary**

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See Exhibit "A"

through a central angle of 00°25'33", a distance of 58.17 feet, to a point of intersection with a non-tangent line;

THENCE continuing along said right-of-way line and the northeasterly prolongation thereof, North 42°05'11" East, a distance of 593.88 feet, to a point of intersection with a non-tangent curve;

THENCE northeasterly along said curve, having a radius of 7729.44 feet, concave northwesterly, whose radius bears North 40°22'58" West, through a central angle of 02°17'34", a distance of 309.32 feet, to said southeasterly right-of-way line of Twin Peaks Road and a point of reverse curvature;

THENCE continuing along said right-of-way line, northeasterly along said curve, having a radius of 7549.44 feet, concave southeasterly, through a central angle of 04°00'46", a distance of 528.73 feet, to the curve's end;

THENCE North 51°20'13" East, a distance of 610.78 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 40.00 feet, concave southerly, through a central angle of 90°10'00", a distance of 62.95 feet, to said southerly right-of-way line of Linda Vista Boulevard and the curve's end;

THENCE along said southerly right-of-way line, South 38°29'57" East, a distance of 410.97 feet, to the beginning of a curve;

THENCE southeasterly along said curve, having a radius of 1507.39 feet, concave northeasterly, through a central angle of 51°53'45", a distance of 1365.32 feet, to a point of intersection with a non-tangent line;

THENCE South 89°29'47" East, a distance of 90.20 feet, to the **POINT OF BEGINNING**.

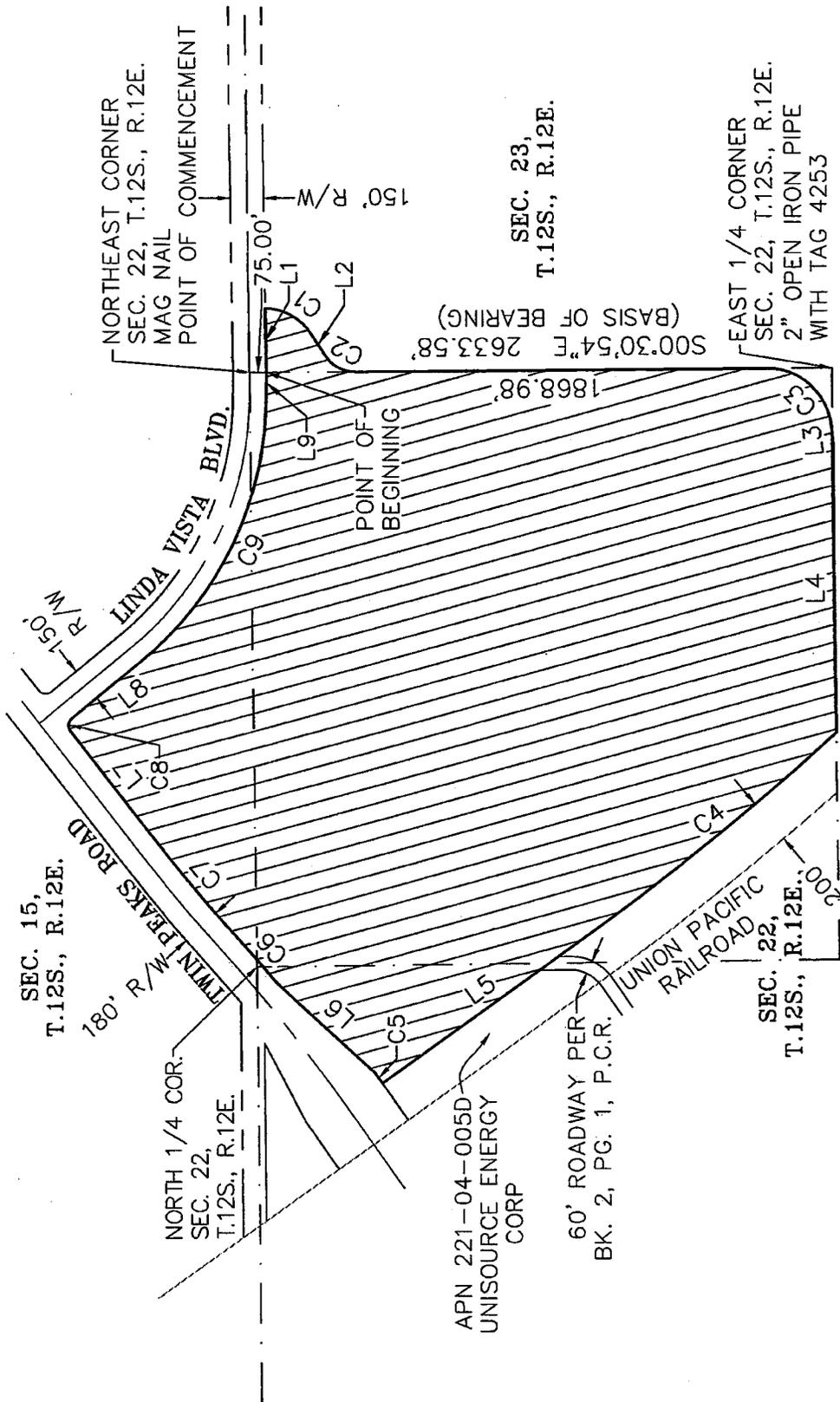
Containing 170.6882 acres, or 7,435,177 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on an unrecorded ALTA Survey prepared by Ashby Surveying & Drafting, Inc., Job No: 5565, dated July 31, 2013, a Special Report, prepared by First American Title Insurance Company, No. NCS-651302-PHX1, dated January 14, 2014, and other client provided information. This parcel description is located within an area surveyed by Wood, Patel and Associates, Inc. during the month of December, 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2013 Parcel Descriptions\134026 Marana Center Overall Boundary L12 04-11-14.doc

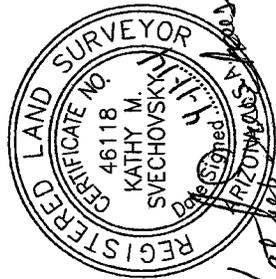




APN 221-04-005D
 UNISOURCE ENERGY
 CORP

60' ROADWAY PER
 BK. 2, PG. 1, P.C.R.

EXHIBIT "A"
 MARANA CENTER
 OVERALL BOUNDARY
 04/11/14
 WP#134026
 PAGE 3 OF 4
 NOT TO SCALE
 N: \2013\134026 Marana
 \Survey\Legal\4026L12



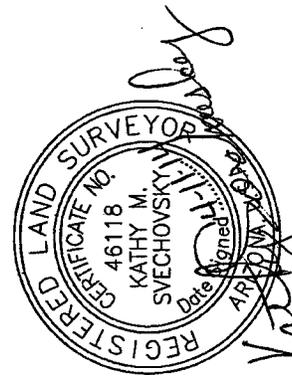
EXPIRES 03-31-16

WOOD/PATEL
 2051 W. NORTHERN AVE.
 PHOENIX AZ 85201
 Phone: (602) 335-8500
 Fax: (602) 335-8580
 PHOENIX • MESA • TUCSON

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°23'59"E	282.72'
L2	S56°21'48"W	120.95'
L3	S83°52'17"W	40.20'
L4	S89°34'53"W	1288.75'
L5	N35°02'39"W	1211.05'
L6	N42°05'11"E	593.88'
L7	N51°20'13"E	610.78'
L8	S38°29'57"E	410.97'
L9	S89°29'47"E	90.20'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	56°16'39"	246.97'	242.58'
C2	56°52'42"	154.00'	152.88'
C3	91°14'20"	286.10'	455.59'
C4	7°02'06"	11159.16'	1370.15'
C5	0°25'33"	7829.44'	58.17'
C6	2°17'34"	7729.44'	309.32'
C7	4°00'46"	7549.44'	528.73'
C8	90°10'00"	40.00'	62.95'
C9	51°53'45"	1507.39'	1365.32'

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 PAGE 3 OF 4
 NOT TO SCALE
 N: \2013\134026 Marana
 \Survey\Legal\4026L12



SCALE: 1"=500'

EXHIBIT "B"

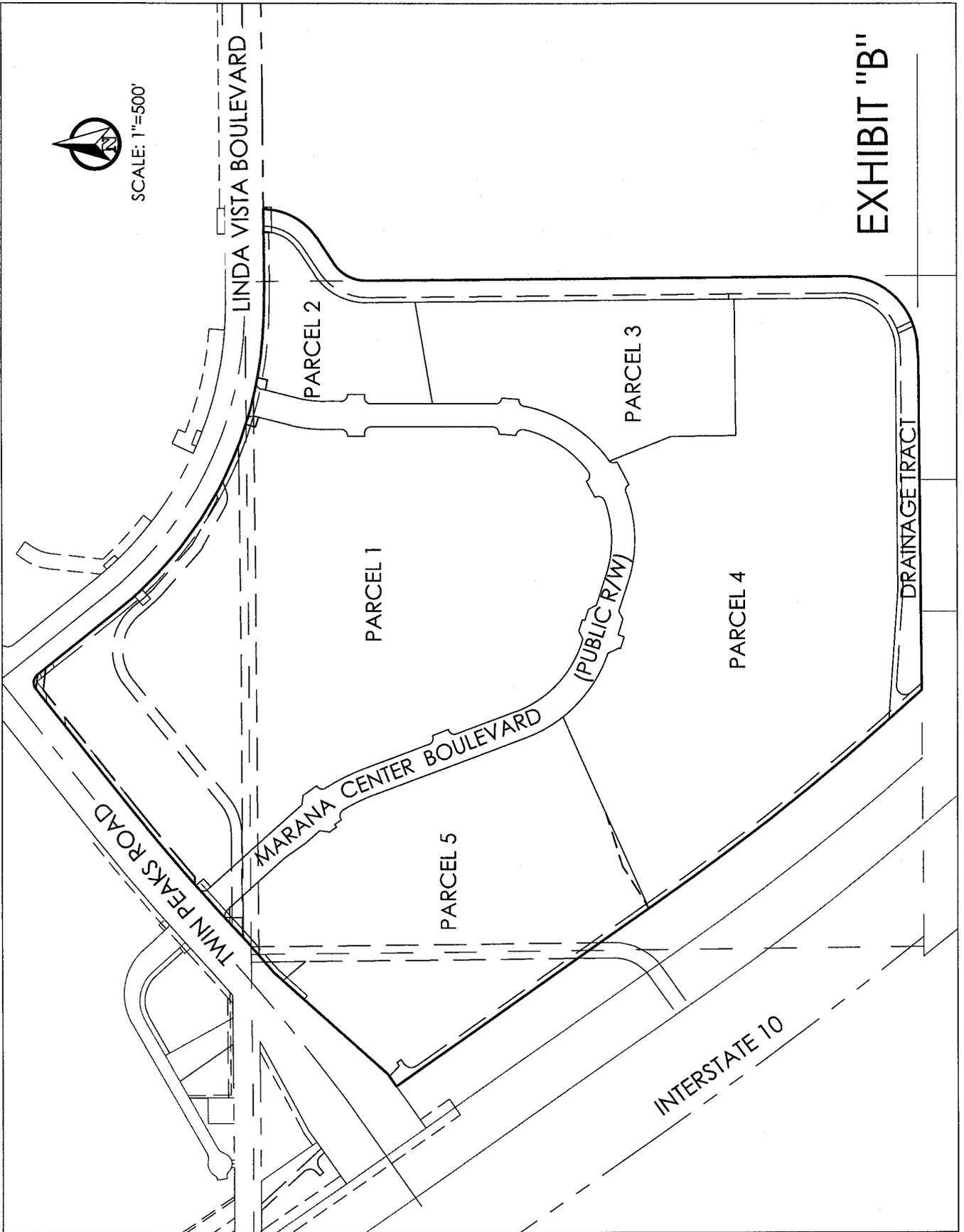


Exhibit C

Scope of Work

Marana Center
(Formerly known as "Marana Spectrum")

Drainage

Offsite Drainage System #1

Re-construct two upstream interceptors

800 cfs Wash Enclosure

Excavation

Pre-cast concrete con-arch or equivalent box culvert

Transition structures

1,100 cfs Wash Enclosure

Excavation

Pre-cast concrete con-arch or equivalent culvert

Transition structures

1,100 cfs open channel d/s of Twin Peaks

Excavation

Grouted rip-rap Lining

Maintenance road

Culvert crossing local traffic

Utility Relocations d/s of Twin Peaks

Offsite Drainage System # 2 - 1300 cfs Drainage Channel

Re-construct upstream interceptor

Excavation of main channel

Grouted rip-rap Lining

Maintenance road

Transition at outfall onto TEP / Unisource property

Public Road Improvements

Bus Pullout

Traffic Signal at Twin Peaks and Marana Center Boulevard

Traffic Signal at Linda Vista and Marana Center Boulevard

Traffic Signal on Marana Center Boulevard at Main Simon Entry
Traffic Signal on Marana Center Boulevard at Auto Mall / Power Center
Deceleration Lanes on Twin Peaks Road and Linda Vista Boulevard
Signal, signage, and pavement marking modifications to accommodate double left turns on westbound Linda Vista Boulevard at Twin Peaks Road
Marana Center Boulevard with storm drain, dry utilities, street and pedestrian lighting, and landscaping within right-of-way

Public Water Supply / Fire Protection

Fire Storage Tank (840,000 gallon)
Land for Storage Tank
New 12" parallel well feed line in Linda Vista from site to existing Town storage tank at Hartman Vista Reservoir Site
New 24" ductile iron well feed line along Twin Peaks and Linda Vista adjacent to the site
New Hydrants on Linda Vista and Twin Peaks
PRV at Z-Zone Booster Station – Hartman Vista Reservoir Site
12" Water line in Marana Center Boulevard with Fire Hydrants and appurtenances

Public Sewer Improvements

Reconstruct public 10" to 12" Oasis Hills Outfall
Public sewer from existing manhole North of Twin Peaks thru Sleeve installed under Twin Peaks
Public sewer along west boundary of Project from Twin Peaks to south west property limits
Public sewer in proposed Town drainage tract from west sewer to SE property corner
Offsite Regional Trunk Sewer Improvements

Summary of Public Improvements

Marana Center

February 2014

Good Faith Estimate

Item	Total Developer Cost
Drainage (see note 1)	\$4,722,470
Public Road Improvements (see note 1)	\$4,804,927
Public Water Supply / Fire Protection (see note 1)	\$2,385,277
Public Sewer Improvements (see note 1)	\$1,174,975
Tree Salvage for Infrastructure (see note 1)	\$66,215
Engineering & Design	\$1,513,275
Previous Repayment for Improvements (see note 2)	\$4,467,281
Total	\$19,134,420

Notes:

1. Consulting costs during construction and contingency included in cost.
2. See Exhibit C1 for public improvement costs constructed by the Town of Marana and repaid by previous land owner.