

P1203-063 DEVELOPMENT PLAN for MAGEE CENTER-REVISION 1

- GENERAL NOTES:**
- THE WATER PROVIDER FOR THIS DEVELOPMENT IS THE METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT NUMBER 1.
 - GROSS AREA OF MAGEE CENTER, LOTS 1-4 IS 5.14 ACRES.
 - ASSESSORS TAX PARCEL NUMBERS ARE: 225-44-0544 TRIM 225-44-0860.
 - THIS DEVELOPMENT PLAN, WHEN APPROVED, WILL SERVE AS THE TYPE 2 GRADING PERMIT FOR THIS PROJECT.
 - ANY RELOCATION, MODIFICATION, ETC., OF THE EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
 - ANY WASTEWATER DISCHARGED INTO THE PUBLIC SANITARY SEWERAGE SYSTEM SHALL MEET THE REQUIREMENTS OF THE INDUSTRIAL WASTE ORDINANCE PIMA COUNTY ORDINANCE NO. 158-100, AS AMENDED.
 - ON-SITE SANITARY SEWER SERVICE SHALL BE PROVIDED WITHIN PUBLIC RIGHTS-OF-WAY. PRIVATE SANITARY SEWER SERVICE SHALL BE PROVIDED WITHIN PRIVATE RIGHTS-OF-WAY. THE LOCATION AND METHOD OF CONNECTION TO AN EXISTING PUBLIC SANITARY SEWER SHALL BE SHOWN ON THE DEVELOPMENT PLAN AND APPROVED BY THE PUBLIC HEALTH MANAGEMENT DEPARTMENT AT THE TIME OF SUBMITTAL OF PLUMBING OR BUILDING PLANS.
 - THE NUMBER OF WASTEWATER FUTURE UNITS IS 64.

- PERMITTING NOTES:**
- EXISTING ZONING IS TR.
 - THE USES OF THIS PROJECT LOTS 1, 2 AND 3A WILL BE ALL OF THESE OFFICE AND MEDICAL USES ALLOWED IN THE TR ZONE AS PERMITTED IN ACCORDANCE WITH SECTION 16.3.1.000 OF THE PIMA COUNTY ZONING CODE.
 - OTHER USES SPACES DESIGNATED FOR REQUIRED PARKING SHALL NOT BE CONVERTED TO OTHER USES UNLESS THE TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VEHICLE TURNING LEFT FROM THE ROADWAY SURFACE. THE TRIANGLES SHALL BE PLACED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.
 - PRIOR TO THE REQUEST FOR FINAL INSPECTION, A LETTER CERTIFYING COMPLETION IN ACCORDANCE WITH THE PERMITTED PLANS, SIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT, MUST BE SUBMITTED TO THE DEVELOPMENT REVIEW DIVISION.
 - MAGEE CENTER IS CLASSIFIED AS TYPE 2 SUPERVISORS WORKING CONDITIONS AS FOUND IN CASE NUMBER CO-03-0044.
 - THIS PROJECT IS SUBJECT TO DESIGN REVIEW AS PER P.A.C. AS FOUND IN CASE NUMBER CO-03-0044 AS APPROVED ON 10-22-02 PERMIT AUTHORITY FOR INSTALLATION OF LANDSCAPING IN MAGEE ROAD RIGHT OF WAY. THE REQUIREMENTS OF CO-03-0044 ARE:
 - AN APPROVED LANDSCAPE PLAN.
 - ALL TREES ON THE SUBJECT PROPERTY SIDE OF THE EXISTING WALL WILL BE A MINIMUM OF TWENTY-FOUR INCH (24") DIA.
 - THE DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT DISTRICT STANDARDS.
 - THE PLANTING WIDTH OF THE ON-SITE BUFFERYARD SHALL BE A MINIMUM OF FIVE FEET (5').
 - USING THE PROPOSED LANDSCAPE PLAN AND DEVELOPMENT PLAN IS APPROVED, THE DEVELOPER SHALL PROVIDE A REVISIONED LANDSCAPE PLAN TO THE DISTRICT CLERK AT THE TIME OF THE FINAL INSPECTION. THE REVISIONED LANDSCAPE PLAN SHALL COMPLY WITH THE DISTRICT STANDARDS AND ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE DISTRICT APPROVAL AND THE PROJECT LANDSCAPE PLAN SHALL BE REVISED IN ACCORDANCE WITH THE CASE PLANNERS CERTIFICATION.
 - CONFORMANCE WITH THE SIX FOOT (6') HEIGHT REQUIREMENT FOR A BUFFERYARD WALL IN A 25 FEET (25') WIDE BUFFERYARD SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
 - THIS PROJECT IS SUBJECT TO CHAPTER 18.17 "SCENIC" RULES.
 - THESE SHALL BE NO DIFFERENT FROM THE REQUIREMENTS OF THE SUBDIVISION REVIEW COMMITTEE (SRCL).
 - THIS PROJECT LOTS 1, 2 AND 3A SHALL HAVE A FIVE FOOT (5') FLOW IMPACT CORRIDOR AND IS SUBJECT TO FEES PER ANNO RESOLUTION 158-100.
 - THIS PROJECT IS SUBJECT TO THE CONDITIONS OF A VARIANCE APPROVED BY BOARD OF ADJUSTMENTS AS FOUND IN CASE NUMBER CO-03-0044-23 AS APPROVED ON DECEMBER 6, 2002.
 - REDUCE THE HEIGHT OF THE WALL REQUIRED IN BUFFERYARDS C & D UP TO 3'-6" (3 FEET, 6 INCHES) FOR LOT 1, 2 AND 3 AT MAGEE CENTER.
 - THIS PROJECT IS SUBJECT TO THE CONDITIONS OF A VARIANCE APPROVED BY BOARD OF ADJUSTMENTS AS FOUND IN CASE NUMBER CO-10-0050-57 AS APPROVED ON JANUARY 22, 2003.
 - REDUCE REAR YARD SETBACK FROM 25 FEET TO 7 FEET FOR LOT 1.
 - A PROJECT CONSTRUCTION PERMIT MUST BE OBTAINED FROM PIMA COUNTY WASTEWATER MANAGEMENT DEPARTMENT BEFORE BEGINNING ANY WORK ON THIS PROJECT.

PARKING CALCULATIONS:

REVISION 1 BUILDING FOOTPRINTS = 20X
 TOTAL BUILDING AREA = 24,482 S.F.
 MEDICAL = 17,116 S.F. (70%)

OFFICE:
 15 - SPACES PER EMPLOYEE = 14 X 5 = 7 SPACES
 BY 2002 AS PER P.A.C. = 7,336 S.F. DIVIDED
 TOTAL OFFICE SPACES REQUIRED = 32 SPACES

MEDICAL:
 1 - SPACE PER EMPLOYEE = 27 X 1 = 27 SPACES
 BY 2002 AS PER P.A.C. = 17,116 S.F. DIVIDED
 TOTAL MEDICAL SPACES REQUIRED = 113 SPACES

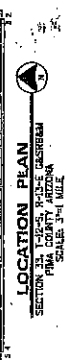
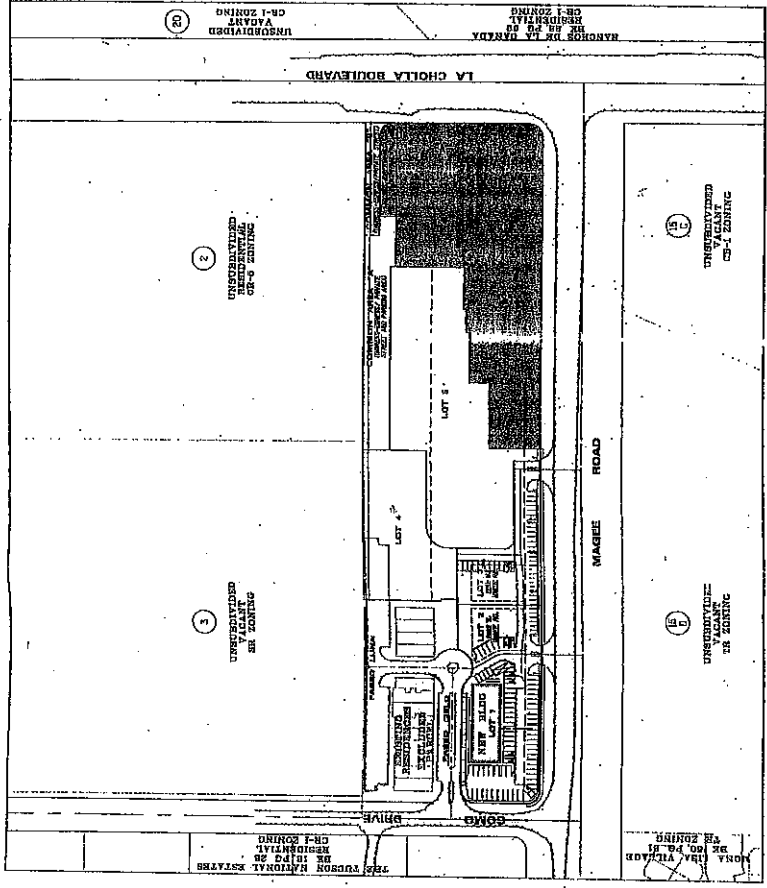
LEGAL DESCRIPTION:
 A DEVELOPMENT IN LOT 1 OF MAGEE CENTER,
 BOOK 58, PAGE 54, MAPS AND PLATS.

PROJECT LAYOUT
 SCALE: 1"=100'

SHEET INDEX
 SHEET 1 COVER SHEET
 SHEET 2 DEVELOPMENT PLAN
 SHEET 3 DEVELOPMENT PLAN
 SHEET 4 PAVING AND GRADING PLAN
 SHEET 5 DETAIL SHEET

OWNER / DEVELOPER:
 MAGEE COMM DEVELOPMENT ASSOCIATION, LLC
 5111 N. ORACLE ROAD, SUITE 200
 TUCSON, AZ 85704
 PHONE: (520) 791-7700
 FAX: (520) 233-7728

APPROVED BY THE SUBDIVISION AND DEVELOPMENT REVIEW COMMITTEE:
 DATE: 10/18/03
 SUBDIVISION COORDINATOR: [Signature]

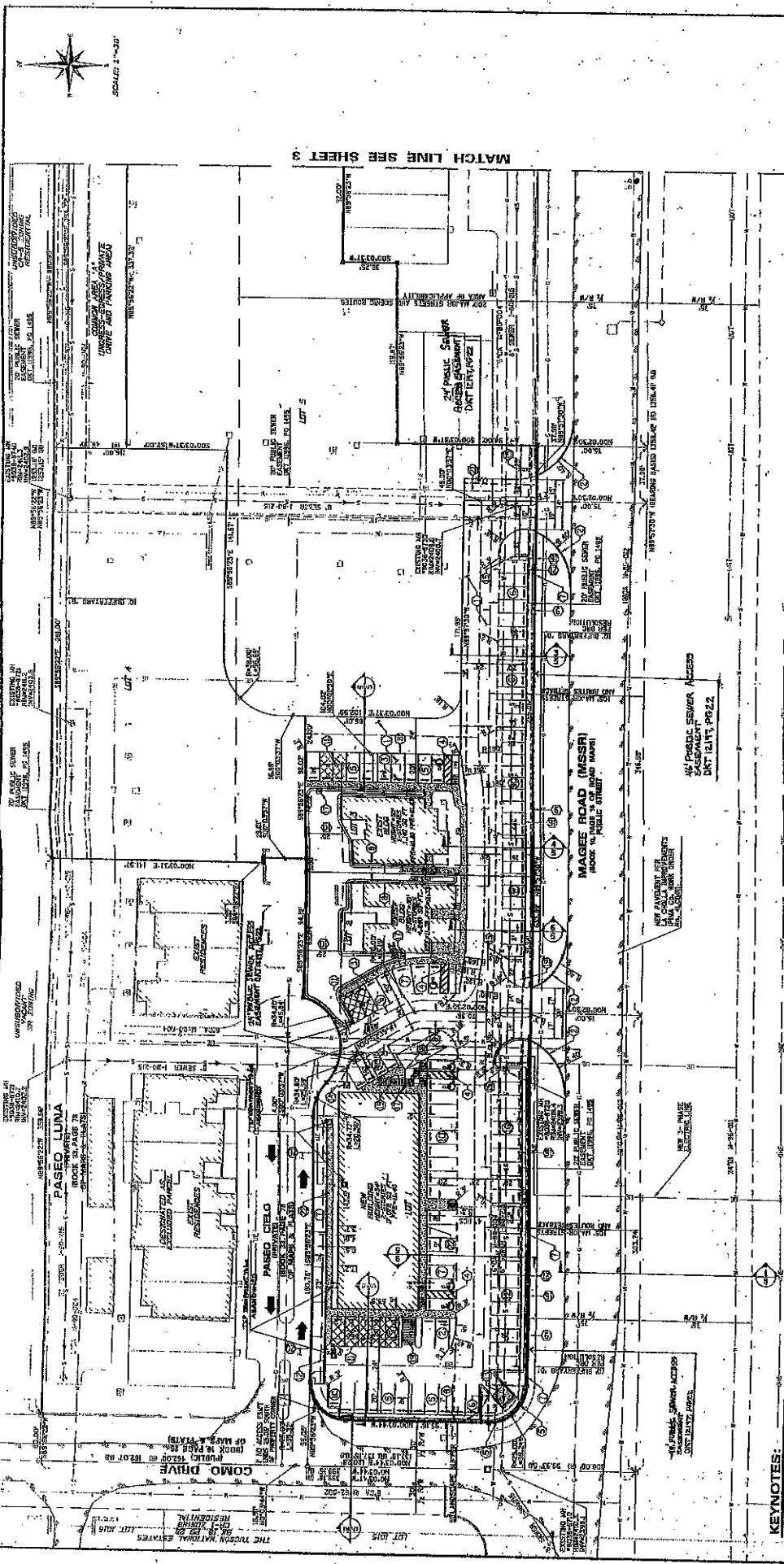


- LEGEND:**
- STEPS 410
 - NEW ASPHALT SURFACE SURFACES
 - EXISTING SURFACE TO BE REMOVED
 - NEW CONCRETE
 - EXISTING CONCRETE
 - PLAN ARROW
 - EXISTING SIDE OF PAVEMENT
 - HANDICAPPED PARKING SPACE
 - EXISTING CURB
 - EXISTING CHAIN LINK FENCE TO BE REMOVED
 - EXISTING CHAIN LINK FENCE TO REMAIN
 - EXISTING WATER LINE
 - EXISTING GAS LINE
 - EXISTING UNDERGROUND CABLE TELEVISION
 - EXISTING UNDERGROUND ELECTRIC
 - EXISTING UNDERGROUND TELEPHONE
 - 100 YEAR FLOOD PROBE LINE
 - 12' EROSION STRACK LIMIT
 - NUMBER OF PARKING SPACES
 - TRAFFIC FLOW DIRECTION
 - PROPOSED GRADE
 - EXISTING GRADE

CO-1019102-57
 CO-1019102-51
 P1203-063-004
 P1203-063-049
 COB-59-27

**DEVELOPMENT PLAN
 CENTER-REVISION 1**
 LOTS 1-4 AND COMMON AREA 14 INCREASED-SPACES / PRIVATE
 STREET INCREASED-SPACES / PRIVATE STREET
 AS RECORDED IN BOOK 58, PAGE 54 OF MAPS AND PLATS

J. JEFFREY A. STANLEY, Esq.
 REGISTERED PROFESSIONAL ENGINEER
 1501 N. ORACLE ROAD, SUITE 200
 TUCSON, AZ 85704
 PHONE: (520) 791-7700
 FAX: (520) 233-7728



C-1013102-57
 C-1013102-58
 C-20-112-004
 P1203-015
 P1203-016
 P1203-017
 C-1013102-57
 C-1013102-58

DEVELOPMENT PLAN
 LOTS 1-5 AND COMMON AREA AT INTERSECTION OF
 STREET AND PARKING AREA AND COMMON AREA AT
 INTERSECTION OF PRIVATE STREET
 AS SHOWN ON DECK SET, PAGE 29 OF MAPS AND PLATS

JEFFREY A. STANLEY Engineering
 1000 W. WASHINGTON ST. SUITE 100
 CHICAGO, ILL. 60607
 TEL: 312.462.2000
 FAX: 312.462.2001
 WWW.JASTANLEY.COM

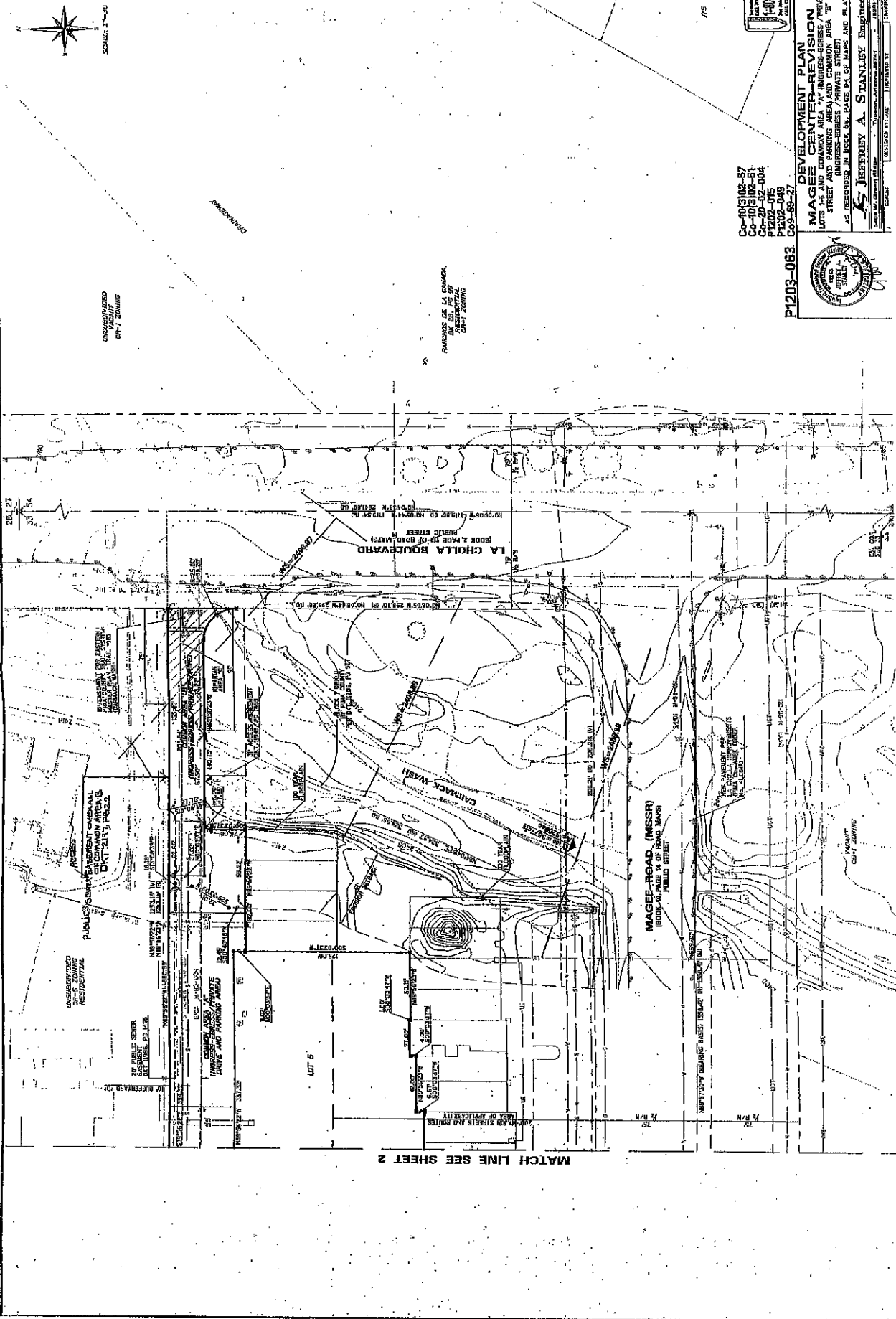
LEGEND:
 STRIPING (M)
 NEW ASPHALT PAVEMENT SURFACE
 EXISTING SURFACE TO BE REMOVED
 NEW CONCRETE
 EXISTING CONCRETE
 FLOW ARROW
 HIGH POINT
 EXISTING EDGE OF PAVEMENT
 HANDICAPPED PARKING SPACE
 EXISTING CURB
 EXISTING CHU SCREEN WALL
 NEW CHU SCREEN WALL
 EXISTING CHAIN LINK FENCE TO BE REMOVED
 DEVELOPMENT BOUNDARY

EXISTING SEWER LINE WITH DIRECTION OF FLOW
 EXISTING WATER LINE
 EXISTING GAS LINE
 EXISTING UNDERGROUND CABLE TELEVISION
 EXISTING UNDERGROUND ELECTRIC
 EXISTING OVERHEAD ELECTRIC
 100 YEAR FLOOD PROOF LINE
 EXISTING ELEVATION FOR LIMIT
 NUMBER OF PARKING SPACES
 NUMBER OF CONTACT PARKING SPACES
 TRAFFIC E OF DIRECTION
 PROPOSED GRADE
 EXISTING GRADE

KEYNOTES:
 1) AC ON 4"AB
 2) CONCRETE HEADER PER STO 213
 3) PRE-CAST CONCRETE PARKING BUMPERS
 4) VAN ACCESSIBLE HANDICAP PARKING
 5) NEW CHU WALL TO BE APPROXIMATELY
 THE SAME HEIGHT AS THE EXISTING
 ADJOINING WALL TO THE NORTH
 6) NEW 72" HIGH CHU SCREEN WALL
 7) EXISTING CHU SCREEN WALL TO BE
 MODIFIED PER APPROVED BOARD OF
 ADJUSTMENT VARIANCE C0-1013102-57
 8) 7' SIDEYARD BUILDING SETBACK
 9) 30'-ON-SITE PORTION OF MAJOR STREETS
 AND ROUTES SETBACK
 10) 25' REARYARD BUILDING SETBACK

11) COVERED PARKING SPACES
 12) NEW 30" HIGH CHU SCREEN WALL OR VOUCHER CONFERENCE
 13) TRASH ENCLOSURE W/ 6" CHU WALL
 14) NEW 3-PHASE ELECTRIC TRANSFORMER
 15) NEW 72" CHU WALL
 16) NO ACCESS EASEMENT PER FINAL PLAT
 17) BICYCLE PARKING (SEE DETAIL T ON SHEET S)
 18) LOADING ZONE
 19) APPROXIMATE LOCATION OF STAIRS
 20) TRUCK YARD SETBACK PER BOARD OF ADJUSTMENT CASE
 NO C0-1013102-57 AS APPROVED ON JANUARY 22, 2003
 21) PUBLIC SEWER EASEMENT BY SEPARATE INSTRUMENT
 RECORDED IN BOOKET 1858, AT PAGE 143E
 22) DECORATIVE CONCRETE SIDEWALK

MATCH LINE SEE SHEET 3
 THE TROSKY NATIONAL CENTER
 1000 W. WASHINGTON ST. SUITE 100
 CHICAGO, ILL. 60607
 TEL: 312.462.2000
 FAX: 312.462.2001
 WWW.JASTANLEY.COM



CO-40102-57
CO-40102-51
CO-20-02-004
P1202-015
P1202-048
CO-69-89-27

P1203-063



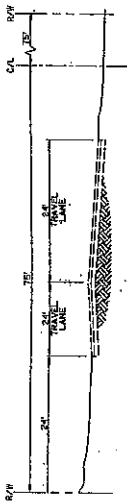
DEVELOPMENT PLAN
MAGEE ROAD (MSSR)
LA CHOLLA BOULEVARD
STREET AND PARKING AREA AND COMMON AREA
AS DESCRIBED IN BOOK 88, PAGE 34 OF MAPS AND PLANS
JEFFREY A. STANLEY, Engineer
10000
10000
10000

UNDESIGNATED
CITY ZONING

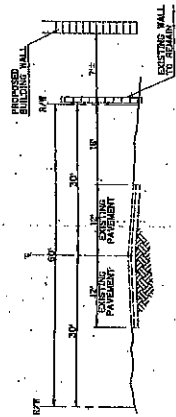
PARCELS OF LA CHOLLA
BOOK 88, PAGE 34 OF MAPS AND PLANS
CITY ZONING

MATCH LINE SEE SHEET 2

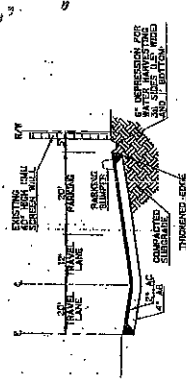
1 MAGEE ROAD - Existing
N.T.S.



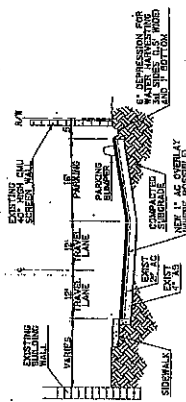
2 COMO DRIVE - Existing
N.T.S.



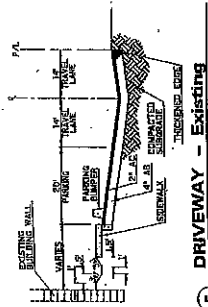
3 DRIVEWAY - Existing
N.T.S.



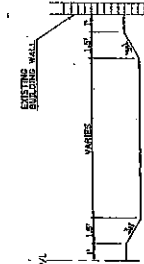
4 DRIVEWAY - Existing
N.T.S.



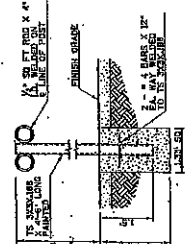
5 DRIVEWAY - Existing
N.T.S.



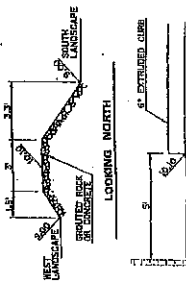
6 RETENTION AREA - Existing
N.T.S.



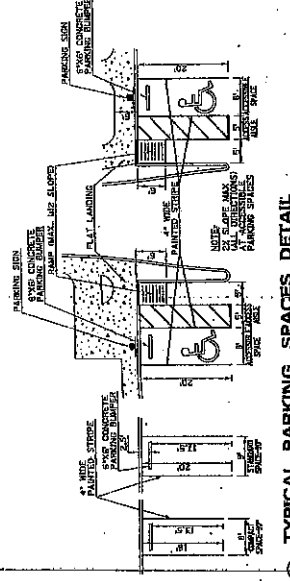
7 BIKE POST DETAIL
N.T.S.



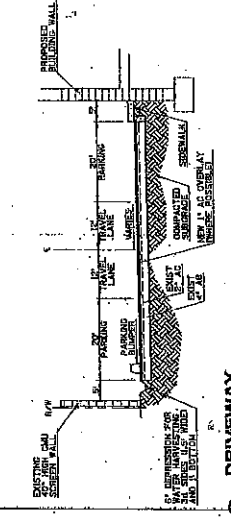
10 OUTLET WEIR
N.T.S.



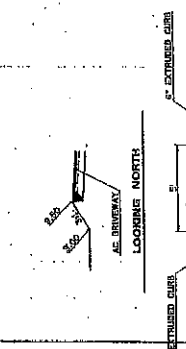
8 TYPICAL PARKING SPACES DETAIL
N.T.S.



9 DRIVEWAY
N.T.S.



11 OUTLET WEIR
N.T.S.



P1203-063
 CP-1019102-57
 CP-1019102-51
 CP-20-02-104
 P1202-015
 P1202-049
 C09-89-87

MAGEE DETAIL SHEET REVISION
 LOT 1-5 AND COMMON AREA "A" (INGRESS/EGRESS / PRIVATE STREET AND PARKING AREA AND COMMON AREA "B"
 INGRESS/EGRESS FROM STATE STREET
 AS SHOWN ON BESS, DEL. FACE, L.S. MAPS AND PLATS

1
 5
 5

JEFFREY A. STANLEY Engineering
 1015 W. Superior Street
 Chicago, IL 60607
 SCALE: AS SHOWN
 SHEET NO. 1
 TOTAL SHEETS: 5

EXHIBIT “D”

DEVELOPMENT DERVICES LETTER AGREEMENT

Magee Como Development Services, LLC

5151 N. Oracle Rd., Suite 210

Tucson, Arizona 85704

Phone: (520) 293-8280/Fax: (520) 293-7728

Email: ccourtney@azredco.com

April 11, 2011

Chris Poirier
Assistant to Planning Director
Pima County Development Service
201 N. Stone Ave.,
Tucson, Arizona 85701
Phone: 740-6800

Re: Development conditions for Magee Center and the remaining property between the new Magee Road alignment and Lot 5 of Magee Center (Remnant Parcel)

Dear Chris:

We appreciate your efforts on behalf of Development Services to marry the improvements of the new Magee Road alignment with the development constraints of the adjacent property within Magee Center and the remaining property between the new Magee Road alignment and the Remnant Parcel described above (collectively referred to as the Magee Property). After the last meetings with the various department managers and the county attorneys involved in our exchange, we agreed that we would obtain individual letters from the pertinent Pima County departments establishing their development criteria for the Magee Property. The contents of these letters would clarify how certain development requirements would be implemented as well as which ones have been waived or satisfied as a result of the Magee Road improvements. In light of the above, please confirm for Development Services the following requirements have been waived or are satisfied:

1. The landscaping improvements installed and maintained by Pima County, at no cost to the Magee Property, within the county right-of-way shall serve to satisfy the landscaping buffer and screening requirements (Bufferyard Requirements) for the Magee Property. As such the Magee Property may be developed directly adjacent to the Pima County right-of-way without including any Bufferyard Requirements.
2. The provision for development related assurances referenced in rezoning condition #4 of Ordinance 2009-4, Case Co9-07-26 has been waived by both the Pima County Flood Control and the Pima County Department of Transportation.
3. So long as the current approved Preliminary Development Plan with the addition of the Remnant Parcel does not substantially change a Traffic Impact Analysis will not be required. In addition wherever possible any Pima County plan, study and/or report generated as a result of the Magee Road and La Cholla Boulevard Improvements (collectively Reports) that include portions or all of the Magee Property may be used

and/or substituted for a similar Report required by Development Services for the Magee Property's on-site or off-site development information.

4. The historically developed nature of the Magee Property shall be considered when requiring environmental investigation and riparian and conservation land system preservation and mitigation issues, such as archaeological and endangered species surveys and set asides for riparian areas.
5. Any existing or proposed easements and/or utilities within the Magee Property that are affected by construction of new improvements, including but not limited to sewer, gas, electric, water, cable, and telephone shall be modified and/or established to meet the requirements of Pima County and the appropriate utility company, at the sole expense of the owner, after the approval of any revised Development Plan for any portion or all of the Magee Property, but prior to issuance of any building permit for the undeveloped portion of the Magee Property. A note on the revised Development Plan referencing this statement shall be sufficient to obtain Pima County approval of the Revised Development as to this item.
6. The deletion and/or relocation of any or all of the interior lot lines and/or common area boundary lines within the Magee Property are acceptable so long as same is consistent with Pima County Development Services practice. The inclusion of the Remnant Parcel in a revised Development Plan that incorporates any portion or all of the Magee Property shall not require a revision of the existing Magee Center Final Plat. Revisions to Development Plans affecting the Magee Property may allow for improvements to be designed over, under and across Magee Property interior boundary lines without requiring the deletion and/or relocation of any of said interior lot lines or a revision of the existing Magee Center Final Plat.
7. Any requirement for a major streets and scenic route setback for the Magee Property shall be determined using the existing La Cholla Boulevard and Magee Road alignments.

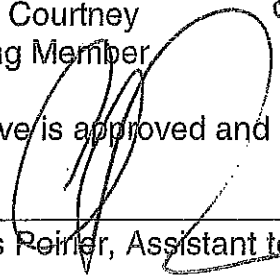
If, after you review this correspondence it meets with your approval, please sign where indicated below. If you have any questions regarding the above, please contact me at 247-3306 at your earliest opportunity.

Thank you for your prompt attention to this matter.

Sincerely,


Craig R. Courtney
Managing Member

The above is approved and agreed to:

By  _____
Chris Reiner, Assistant to Planning Director

9-12-11

EXHIBIT "E"

**PUBLIC WORKS
LETTER AGREEMENT**

Magee Como Development Association, LLC

5151 N. Oracle Rd., Suite 210

Tucson, AZ 85704

Phone: 520-293-8280/Fax: 520-293-7728

E-mail: ccourtney@azredco.com

April 4, 2011

William Zimmerman, Manager
Public Works Division
97 E, Congress Street, 3rd floor
Tucson, AZ 85701
Phone: 520-243-1803 Direct Line/Main: 247-1800
E-mail: bill.zimmerman@rfcd.pima.gov

Re: Development conditions for Magee Center and the remaining property between the new Magee Road alignment and Lot 5 of Magee Center (Remnant Parcel)

Dear Mr. Zimmerman:

I appreciated the opportunity to meet with you and Christina Biggs, the Pima County Real Property Supervisor, to discuss the positive impact the improvements and realignment of Magee Road have on Magee Center and the Remnant Parcel described above (collectively referred to as the Magee Property). In light of the above, we agreed that the following requirements have been met or are waived:

1. The requirement for the Magee Property to meet the Critical/Balanced Basin Detention and Retention requirements is waived along with any related Pima County costs or fees.
2. The drainage plan for the undeveloped portion of the Magee Property shall be reflected in a Development Plan such that the on-site hydrology is designed not to retain or detained its water, but direct it to flow through the site and interface with the appropriate storm drains and inlet pipes provided by County Pima per the Magee Road Improvement Plans to the southern boundary of the Magee Property.
3. Rezoning Condition 4, 8B & C, and 11 referenced in Ordinance 2009-4, Case Co9-07-26, requiring contribution or construction of offsite drainage improvements, development related assurances and the reference to requiring overflow facilities for proposed water harvesting cisterns is waived. However, on site water harvesting will be required per Pima County Flood Control standards.

If the above is consistent with your understanding, please indicate your agreement by signing below and this letter will be forwarded to Ms Biggs.

Sincerely, 

Craig R. Courtney, Managing Member

The above is approved and agreed to:

By 
William Zimmerman, Public Works Division Manager

EXHIBIT "F"

**SUBDIVISION COORDINATION
LETTER AGREEMENT**

Magee Como Development Association, LLC
5151 N. Oracle Rd., Suite 210
Tucson, AZ 85704
Phone: (520) 293-8280\Fax: (520) 293-7728
E-mail: ccourtney@azredco.com

December 19, 2011

Deborah J. Marchbanks
Subdivision Coordination
Planning Department Development Services
201 N. Stone Ave., 2nd floor
Tucson, AZ 85701
Phone: 740-6415

Dear Ms. Marchbanks,

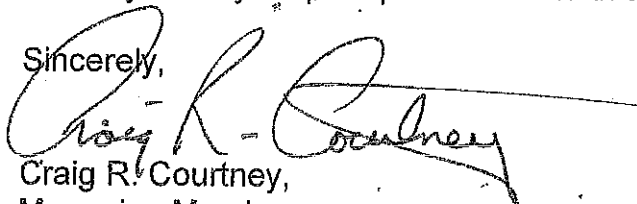
As we discussed during the planning sessions with Pima County Development Services Staff, while finalizing the exchange agreement with Pima County's Real Property Division, it was agreed that the Lots and Common Areas in Magee Center and the Adjacent Property described in the Exchange Agreement with Pima County are approved to allow infrastructure and aboveground improvements to be installed on any portion of these properties. So long as these improvements meet other zoning and planning requirements they may be developed and installed, on, under, above and around the lot and boundary lines of these properties, independent of the lot lines reflected in their recorded Plat as maybe amended from time to time. A replat of the existing final plat is not required. Setbacks will be measured from the site boundary as indicated on the approved development plan.

If, after reviewing the above, it is an accurate description of the method of developing the Lots of Magee Center and the Adjoining Property, please sign where indicated below. *and common AREAS (ARC)
DJM*

If you have any questions regarding this correspondence, please contact me at 247-3306 at your earliest opportunity.

Thank you for your prompt attention to this matter.

Sincerely,


Craig R. Courtney,
Managing Member

The above is approved and agreed to:

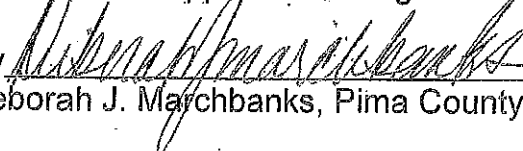
By  12/19/11
Deborah J. Marchbanks, Pima County Subdivision Coordinator

EXHIBIT "G"

**DEPT OF TRANSPORTATION
LETTER AGREEMENT**

Magee Como Development Services, LLC

5151 N. Oracle Rd., Suite 210

Tucson, Arizona 85704

Phone: (520) 293-8280/Fax: (520) 293-7728

April 4, 2011

Ben Goff
Deputy Director
Pima County Department of Transportation
201 N. Stone Ave.,
Tucson, Arizona 85701
Phone: 740-6410

Re: Development conditions for Magee Center and the remaining property between the new Magee Road alignment and Lot 5 of Magee Center (Remnant Parcel)

Dear Ben:

Development conditions will be incorporated into a development agreement which will be part of the Center-County property exchange agreement for approval. B.G.

Thank you for taking the time to discuss the effect the new improvements and realignment of Magee Road has on Magee Center and the Remnant Parcel described above (collectively referred to as the Magee Property). In our last meeting we agreed that due to the redesign and improvements to Magee Road and La Cholla Blvd. along the Magee Property certain Pima County development requirements have been met or should be waived. Please consider the following items:

- OK* 1. The Rezoning Condition in Ordinance 2009-4, Case Co9-07-26, referenced in 7.A. requiring the participation in an Improvement District for the improvements to Magee Road and La Cholla Boulevard is waived,
- OK* 2. Requirements for the property owner (s)/developer(s) of the Magee Property to provide off-site improvements and/or financial contributions to Magee Road and/or La Cholla Boulevard and any development related assurances are waived, which satisfies applicable rezoning conditions in Case Co9-07-26, such as 4, 7.B and 11.
- OK* 3. So long as the current approved Preliminary Development Plan with the addition of the Remnant Parcel does not substantially change, a Traffic Impact Analysis will not be required. In addition, wherever possible and at no cost to the Magee Property, any Pima County plan, study and/or report generated as a result of the Magee Road and La Cholla Boulevard Improvements (collectively Reports) that include portions or all of the Magee Property may be used and/or substituted for a similar Report required by Pima County Department of Transportation for the Magee Property's on-site or off-site development information.
- OK* 4. Any requirement for a major streets and scenic route setback for the Magee Property shall be determined using the existing La Cholla Boulevard and Magee Road alignments.
- OK* 5. Any assessment of a Pima County impact fee for the remaining undeveloped section of the Magee Property shall be deferred until any portion of a building (Building) requiring an impact fee is either sold to a bona fide third-party purchaser as evidenced by a transfer document

recorded in the office of the Pima County recorder's office or is leased for occupancy by a tenant as evidenced by the issuance of a Pima County Certificate of Occupancy (C of O).

Concurrent with a portion of a Building's transfer document being recorded or a C of O being issued, whichever first occurs,

- a. the required impact fee for that portion of the Building being conveyed or leased shall be due and payable to Pima County from the owner of the Building (Owner), and
- b. the Owner shall deliver to Pima County as an exhibit to the transfer document or a C of O request a site plan from an Arizona registered architect or land surveyor showing that portion of the Building being sold or leased along with its gross area in square feet, which shall include its share of any building common area, such that when all of the areas of a Building that require an impact fee are added together it equals the required impact fee for the entire building.

The Architect's or Land Surveyor's gross area square foot calculation shall be used to determine a Building's impact fee.

If, after you review this correspondence it meets with your approval, please sign where indicated below. If you have any questions regarding the above, please contact me at 247-3306 at the earliest opportunity.

Thank you for your prompt attention to this matter.

Sincerely,



Craig R. Courtney
Managing Member

The above is approved and agreed to:

By



Ben Goff, Deputy Director

EXHIBIT "H"

ZONING ADMINISTRATOR LETTER AGREEMENT

Magee Como Development Services, LLC

5151 N. Oracle Rd., Suite 210

Tucson, Arizona 85704

Phone: (520) 293-8280/Fax: (520) 293-7728

April 5, 2011

Tina Whittemore, Zoning Administrator
Pima County Development Service
201 N. Stone Ave., 1st Floor
Tucson, Arizona 85701
Phone: 740-6441

Re: Development conditions for Magee Center and the remaining property between the new Magee Road alignment and Lot 5 of Magee Center (Remnant Parcel)

Dear Tina:

In our last meeting we appreciated you clarifying the front, rear and side yard setbacks for each new building constructed within a Magee Center Lot as well as the remaining property between the new Magee Road alignment and Lot 5 of Magee Center described as the Remnant Parcel (collectively referred to as the Magee Subdivision).

It is our understanding that regardless any of other County regulations or policies regarding the designation of front, rear and side yard setbacks, these setbacks are solely determined using the exterior boundary of the Magee Subdivision as they relate to the adjacent public streets, not determined using interior lot lines of the Magee Subdivision. As a result, the location of the front, rear and side yard setbacks for any new building within the Magee Subdivision, will be determined as follows:

1. the front yard set back will be measured from the eastern boundary line of the Magee Subdivision, La Cholla Boulevard side,
2. the rear yard set back will be measured from the western boundary line of the Magee Subdivision, Como Drive side, and
3. the side yard set backs will be measured from the northern line of the Magee Road right of way and the northern boundary line of Magee Center.

If, after reviewing the above, it is an accurate description of the method of determining the front, rear and side yard setbacks for our commercial development, please sign where indicated below. If you have any questions regarding this correspondence, please contact me at 247-3306 at your earliest opportunity.

Thank you for your prompt attention to this matter.

Sincerely,


Craig R. Courtney
Managing Member

The above is approved and agreed to:

By 
Tina Whittemore, Zoning Administrator

4/11/11

*Specific Boundaries
of Development Plan*

EXHIBIT "I"

**DEVELOPMENT AGREEMENT
RECORDED IN SEQ # 2011206714**

F. ANN RODRIGUEZ, RECORDER
Recorded By: JCC

DEPUTY RECORDER
305

P0230
PIMA CO CLERK OF THE BOARD
PICKUP



SEQUENCE: 20112060714
NO. PAGES: 9
RES 07/25/2011 18:00
PICK UP
AMOUNT PAID: \$0.00

RESOLUTION NO. 2011 - 122

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND
AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN
PIMA COUNTY AND MAGEE COMO DEVELOPMENT ASSOCIATION, LLC**

WHEREAS, on February 1, 2011, the Office of the Pima County Attorney commenced an Eminent Domain lawsuit against MAGEE COMO DEVELOPMENT ASSOCIATION, LLC, an Arizona limited liability company ("**Magee Como**") seeking to obtain title to several small parcels of land needed by County to effectuate a road improvement project (the "**Condemnation Action**");

WHEREAS, Magee Como and County are desirous of settling the Condemnation Action in order to avoid the time, expense and uncertainty of litigation;

WHEREAS, Magee Como and County have agreed upon the terms of an Exchange Agreement to effectuate the resolution of the Condemnation Action; and


WHEREAS, as a condition to the Exchange Agreement, Magee Como and County have agreed upon the terms of a Development Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Development Agreement is hereby approved.
2. The Chairman of the Board is hereby authorized and directed to sign the Development Agreement, and any and all additional documents related to the implementation of the Development Agreement.
3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

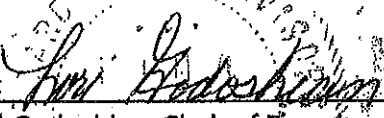
PASSED by the Board of Supervisors of Pima County, this 12 day of July, 2011.

PIMA COUNTY:

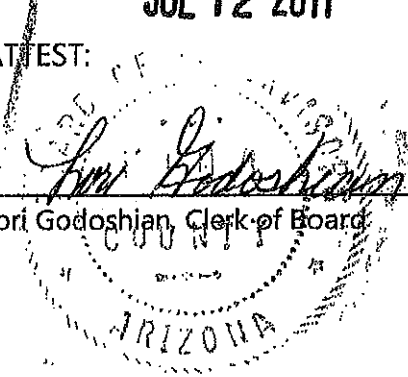


Chairman, Board of Supervisors
JUL 12 2011

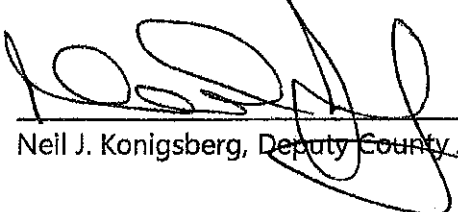
ATTEST:



Lori Godoshjan, Clerk of Board



APPROVED AS TO FORM:



Neil J. Konigsberg, Deputy County Attorney

When Recorded Return to:

Magee Como Development Association
515 N. Oracle Rd., Suite 210,
Tucson, Arizona 85704

For Recorder's Use

DEVELOPMENT AGREEMENT

1. **Parties.** This Development Agreement ("Agreement") is entered into by and between Pima County, Arizona, a political subdivision of the State of Arizona ("County"), and Magee Como Development Association, LLC., an Arizona limited liability company ("Developer"); County and Developer are collectively referred to as "the Parties."

2. **Background and Purpose.**

2.1. A.R.S. § 11-1101 authorizes County to enter into development agreements with landowners and persons having an interest in real property that is located in the County and outside the incorporated area of a city or town.

2.2. Developer is the developer and owner of Lots 3, 4, 5, and Common Areas "A" and "B" of Magee Center, Pima County Arizona, legally described on the Final Plat for Magee Center, recorded in Book 56 at Page 94 of Maps and Plats in the Pima County Recorder's Office in Pima County, Arizona, (the "Property"). The Property is currently planned for commercial and retail development.

2.3. County is constructing improvements to Magee Road and La Cholla Boulevard for the Magee/Cortaro Farms Road: Thornydale to La Canada Project (the "Project"). For purposes of constructing those improvements, County has filed an action to condemn a portion of the Property for the Project (the "Project Property"), Pima County Superior Court case number C20110766.

2.4. Developer and County have entered into an Exchange Agreement pursuant to which Developer will exchange real property owned by County, legally described in attached Exhibit "A" (the "Adjacent Property"), for the Project Property. Developer and County have also agreed to certain terms with respect to the development of the remaining Property, not including the Project Property,

not including the Project Property, and the Adjacent Property (collectively, the "Developer's Property"), which are set forth in this Agreement.

3. Development Fees. As authorized by Pima County Code § 19.03.060(B), all non-residential development impact fees owed with respect to the Developer's Property shall be *assessed* at the time a building permit is issued with respect to any portion of the Developer's Property, and shall be paid upon the *earlier* to occur of the following for each building or proportionate share thereof:

3.1. any portion of a building on the Developer's Property is sold to a bona fide third-party purchaser in an arms-length transaction, as evidenced by a transfer document recorded in the office of the Pima County Recorder; or

3.2. any portion of a building on the Developer's Property is leased for occupancy by a tenant, as evidenced by the issuance of a Certificate of Occupancy by Pima County.

4. Landscaping, buffering, and screening requirements. The Parties agree that:

4.1 The County right-of-way adjacent to the Developer's Property shall, at the option of the Developer, be utilized to satisfy any landscaping, buffering, screening requirements, as well as their maintenance, (collectively referred to as "Landscaping") required of the Developer's Property, under the Pima County Zoning Code.

4.2 With the use of the County right of way referenced to Section 4.1 above Developer shall have the right to develop Developer's Property directly adjacent to County right-of-way without the Landscaping requirement; and at no cost to the Developer, the landscaping improvements installed and maintained by the County within County right-of-way adjacent to Developer's Property, shall serve to satisfy the County's Landscaping requirement in effect at the time this Agreement is executed for the Developer's Property.

4.3 In compliance with the County codes in effect at the time this Agreement is executed, the Developer shall have the right within the County right of way to add additional Landscaping to the County's landscaping improvements referenced in Section 4.2 above.

5. General Provisions.

5.1. Binding Effect and Recording. This Agreement shall run with the Developer's Property and is binding upon and shall inure to the benefit of the successors, assigns, heirs and personal representatives of Developer and Pima County; Within ten days after the parties execute this Agreement, any amendment, or cancellation, this Agreement, any amendment, or cancellation shall be recorded in the Office of the Pima County Recorder for Pima County, Arizona.

5.2. Amendments. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The amendment or cancellation shall be recorded in the Office of the Pima County Recorder.

5.3. Effective Date and Term. The effective date of this Agreement (the "Effective Date") is the date the fully executed Agreement is recorded in the Office of the Pima County Recorder. The provisions of Paragraph 3 above This Agreement shall expire 15 years from the date of this Agreement's execution. All others provisions of this Agreement are perpetual.

5.4. Authority. Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. Developer warrants that the individual executing this Agreement on behalf of Developer is authorized and empowered to bind Developer. Developer represents to the County that by entering into this Agreement, Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of this Agreement.

5.5. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the County or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

5.6. 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.

5.7. Notices. Any notice or demand that a party is required or may desire to serve on another party must be in writing, and shall be sufficiently served if (i) personally delivered; (ii) sent by registered or certified mail, postage prepaid; or (iii) sent by commercial overnight carrier; and addressed to:

DEVELOPER

Magee Como Development
Association, LLC.
5151 N. Oracle Road #210
Tucson, Arizona 85704

COUNTY

Pima County Administrator
130 West Congress, 10th Floor
Tucson, Arizona 85701-1207

A party may change the address at which the party shall receive notice pursuant to this Agreement by giving written notice of such new address in the same manner as any other notice shall be given in accordance with this section.

5.8. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

5.9. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement regarding the subject matter of this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, regarding the subject matter of this agreement, are hereby superseded and merged into this Agreement. This Agreement does not replace, supersede or amend the conditions of rezoning of the Property.

5.10. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Pima County, Arizona, and the parties hereby waive any right to object to such venue.

5.11. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

5.12. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

5.13. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement other than as provided in this Agreement.

5.14. Default. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity.

5.15. Non-Liability of County Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the County shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the County.

5.16. Attorney Fees. If any party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney fees and court costs.

5.17. Further Assurance. Each party agrees to execute such further documents, instruments and other writings and to perform such acts as either party may reasonably request in order to fully effectuate the purpose of this Agreement.

5.18. Construction. The terms and provisions of this Agreement represent the results of negotiations between County and Developer, each of which has been

represented by counsel of its own choosing, and none of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and no party shall be deemed to have drafted this Agreement for purposes construing any portion of this Agreement for or against any party.

5.19. Severability. If any provision of this Agreement is declared void or unenforceable, such declaration shall have no effect on those portions of the Agreement not declared void.

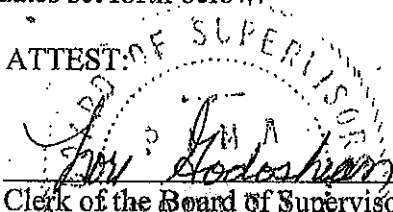
The parties have executed this Agreement as of the dates set forth below:

PIMA COUNTY, ARIZONA

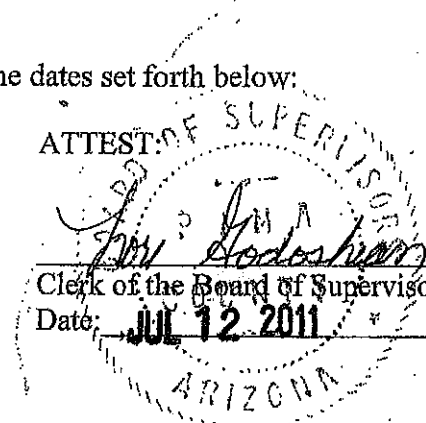

Chair, Pima County Board of Supervisors

Date: JUL 12 2011


ATTEST:


Clerk of the Board of Supervisors

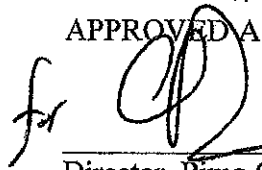
Date: JUL 12 2011




APPROVED AS TO CONTENT:


for Director, Pima County Department of Transportation

APPROVED AS TO CONTENT:


for Director, Pima County Development Services

APPROVED AS TO FORM:


Deputy County Attorney
ANDREW FLAGG

MAGEE COMO DEVELOPMENT ASSOCIATION, LLC

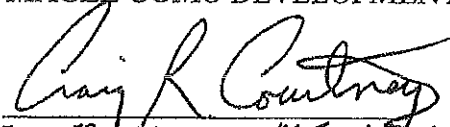

Its: MANAGING MEMBER
Date: 7/6/11



Exhibit A

LEGAL DESCRIPTION

That portion of Como Del Sol Amended, a sub-division of record in the office of the Pima County, Arizona Recorder, in Book 33 of Maps and Plats at Page 78, Section 33, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 33;

THENCE S 00°04'38" E, along the East line of the Northeast Quarter of said Section 33, a distance of 1320.66 feet;

THENCE S 89°55'22" W a distance of 75.00 feet to the Northeast corner of Common Area "B" of Magee Center, a sub-division of record in the office of the Pima County, Arizona Recorder, in Book 56 of Maps and Plats at Page 94;

THENCE S 46°22'04" W, a distance of 39.11 feet to a point on the Southerly line of said Common Area "B", said point being the **POINT OF BEGINNING**;

THENCE N 89°56'22" W along said Southerly line, a distance of 137.37 feet to the beginning of a curve, concave to the Southeast, having a radius of 5.00 feet;

THENCE Southwesterly along said curve and Easterly line of Common Area "A" of said sub-division of Magee Center, through a central angle of 90°00'00" a distance of 7.85 feet;

THENCE S 00°03'37" W along the Easterly line of said Common Area "A", a distance of 26.00 to the Southeast corner of said Common Area "A"

THENCE N 89°56'23" W along said Southerly line, a distance of 92.00 feet to a point on the Easterly line of Lot 5 in said sub-division Magee Center;

THENCE S 00°03'37" W along said Easterly line, a distance of 125.00 feet to a point on the Southerly line of said Lot 5;

THENCE N 89°56'23" W along said Southerly line, a distance of 50.11 feet;

THENCE N 00°03'47" E along said Easterly line, a distance of 1.00 feet;

THENCE N 89°56'23" W along said Southerly line, a distance of 27.00 feet;

THENCE S 00°03'37" W along said Easterly line, a distance of 5.00 feet;



THENCE N 89°56'23" W along said Southerly line, a distance of 42.00 feet;
THENCE S 00°03'37" W along said Easterly line, a distance of 6.67 feet;
THENCE N 89°56'23" W along said Southerly line, a distance of 92.00 feet;
THENCE S 00°03'37" W along said Easterly line, a distance of 36.25 feet;
THENCE N 89°56'23" W a distance of 119.75 feet to a point on the Easterly line
of Lot 5 in said sub-division Magee Center;

THENCE S 00°03'37" W along said Easterly line, a distance of 85.70 feet to a
point on the Northerly right-of-way line of Magee Road as described by James L. Dean,
R.L.S., Arizona Registration Number 14145, on January 7, 2010, project number Set
126 and shown on the Pima County Magee Road Improvements, Mona Lisa Rd. to La
Canada Dr., Project Number 4RTMLL;

THENCE N 74°43'45" E along said Northerly line, a distance of 266.78 feet to the
beginning of a non-tangent curve, concave to the Northwest, having a radius of 925.00
feet, a radial line passing through said point bears S 23°45'50" E;

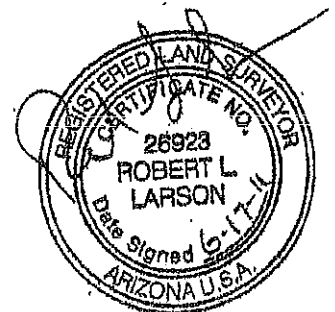
THENCE Northeasterly along said curve and Northerly line, through a central
angle of 19°53'13" a distance of 321.06 feet to a point of tangency;

THENCE N 46°20'58" E along said Northerly line, a distance of 58.64 feet to the
POINT OF BEGINNING;

Prepared By:

THE WLB GROUP, INC.

Robert L. Larson, RLS
RLL:rl



EXPIRES 3-31-2014

Neighborhood Activity Center (NAC)

Objective: To designate lower intensity mixed use areas designed to provide goods and services within or near residential neighborhoods for day-to-day and weekly living needs. Neighborhood Activity Centers provide lower-intensity commercial services. For example a grocery market may be the principle anchor tenant along with other neighborhood services, such as a drugstore, variety/hardware store, self-service laundry, and bank. The center may include a mix of medium-density housing types. Neighborhood Activity Centers are generally less than 25 acres in size. Larger centers provide opportunity for a mix of intensive non-residential uses and medium-density residential uses, and are to be located on arterials. Smaller mixed use centers may contain medium density residential uses and may be located along collector or arterial streets. All centers will have direct pedestrian and bicycle access to the surrounding neighborhoods. Individual rezoning requests do not necessarily have to be a mixed use project; however, the application must demonstrate how the project serves to create or enhance the mixed use character of the designated activity center as a whole.

- Residential Gross Density: (if applicable) Minimum- 5 RAC; Maximum- 12 RAC
- Residential Gross Densities for TDR Receiving Areas: Minimum- 5 RAC; Maximum- 8 RAC

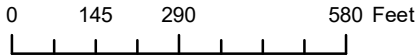
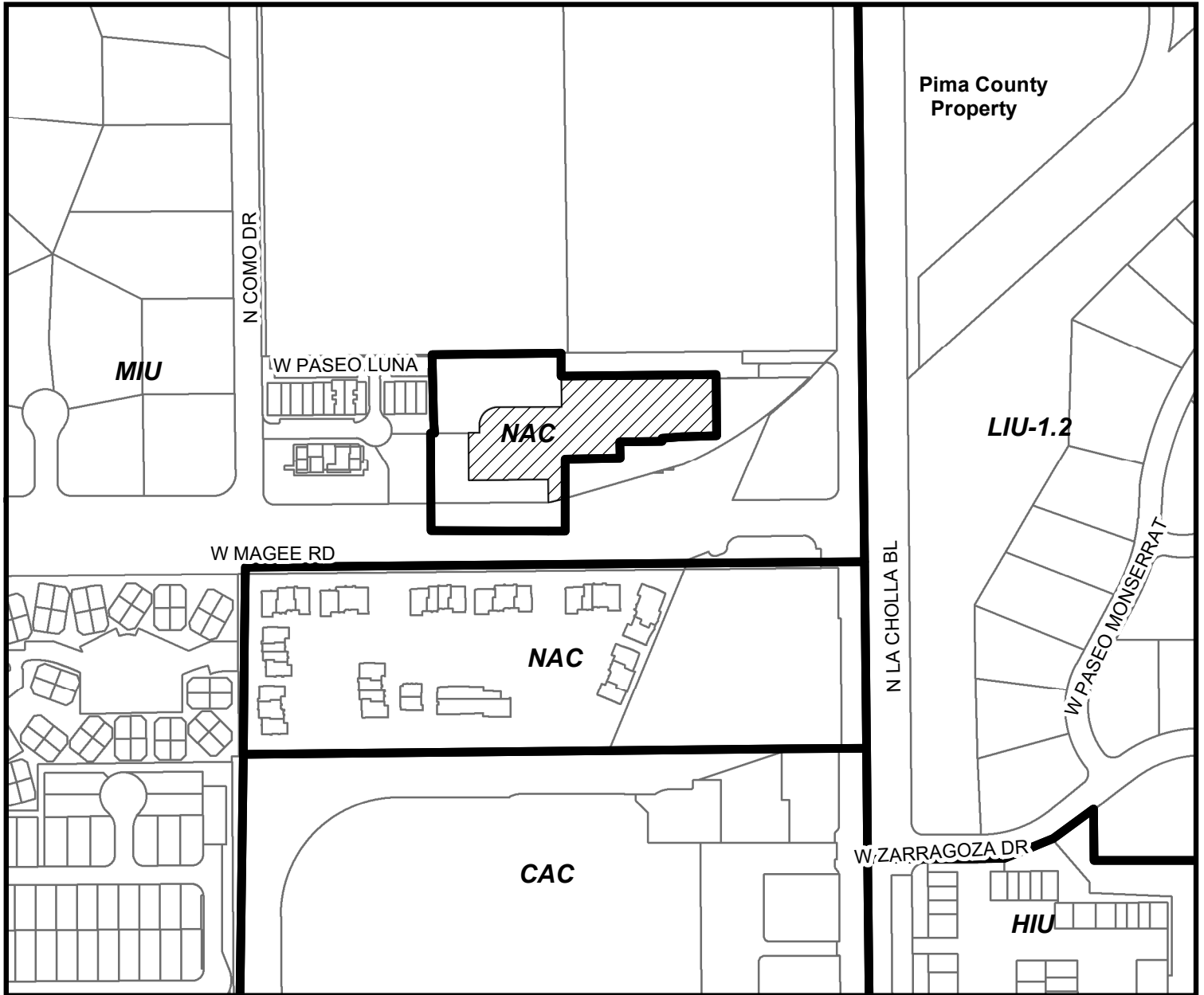
Case #: Co9-07-026

Case Name: LAWYERS TITLE OF AZ TR 7992-T - MAGEE ROAD #2 REZONING



Tax Code(s): 225-44-548A

Comprehensive Plan Exhibit

 Subject Property



**PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

	Notes: Rezoning Closure/Time Extension		
	PIMA COUNTY COMPREHENSIVE PLAN CO7-13-10		
	Ref Case: P20SA00001		
	Map Scale: 1:4,000	Map Date: 4/13/2020 - ds	

Original Rezoning Approval Co9-07-26 BOS Minutes 10-7-08

- ~~3. The existing substation will be phased out. That property will be restored to its previous condition.~~

~~On consideration, it was moved by Supervisor Carroll, seconded by Supervisor Day and unanimously carried by a 5-0 vote, to close the public hearing and approve the rezoning and waiver of the setback requirement as being in the public interest due to the parcel size, subject to standard and special conditions and amending Condition Nos. 1 and 3.~~

24. DEVELOPMENT SERVICES: REZONING

Co9-07-26, LAWYERS TITLE OF ARIZONA TRUST NO. 7992T-MAGEE ROAD NO. 2 REZONING

Request of Lawyers Title of Arizona, Trust No. 7992T, represented by Craig Courtney, for a rezoning of 1.95 acres from TR (Transitional) to CB-2 (General Business), on property located on the northwest corner of Magee Road and La Cholla Boulevard. The proposed rezoning conforms to the Pima County Comprehensive Plan, Co7-00-20. On motion, the Planning and Zoning Commission voted 9-0 (Commissioner Richey was absent) to recommend **APPROVAL WITH STANDARD AND SPECIAL CONDITIONS**. Staff recommends **APPROVAL WITH STANDARD AND SPECIAL CONDITIONS**. (District 1)

"Completion of the following requirements within five years from the date the rezoning request is approved by the Board of Supervisors:

1. Submittal of a development plan if determined necessary by the appropriate County agencies.
2. Recording of a covenant holding Pima County harmless in the event of flooding.
3. Recording of the necessary development related covenants as determined appropriate by the various County agencies.
4. Provision of development related assurances as required by the appropriate agencies.
5. Prior to the preparation of the development related covenants and any required dedication, a title report (current to within 60 days) evidencing ownership of the property shall be submitted to the Development Services Department.
6. There shall be no further lot splitting or subdividing of residential development without the written approval of the Board of Supervisors.
7. Transportation conditions:
 - A. Prior to approval of a development plan or revised subdivision plat, the owner(s)/developer(s) shall be required, by covenant, to participate in an improvement district for improvements for Magee Road at La Cholla Boulevard, or if no improvement district is formed, then appropriate impact fees shall apply.
 - B. If Pima County's improvements to Magee Road and/or La Cholla Blvd. have not been initiated prior to the property owner(s)/developer(s) starting construction on the first building within the rezoned property, then the property owner (s)/developer (s) shall provide offsite improvements to Magee Road and La Cholla Blvd. as determined necessary by the Pima County Department of Transportation
 - C. Access and maintenance agreements shall be required between the rezoning and adjacent properties.
8. Flood Control conditions:
 - A. Drainage shall not be altered, disturbed or obstructed without the written approval of the Flood Control District.
 - B. ~~This development shall meet Critical Basin detention and retention requirements.~~
The property owner(s)/developer(s) shall provide necessary on-site and off-site drainage improvements at no cost to Pima County and as required by the Pima County Regional Flood Control District including but not limited to overflow facilities for the proposed water harvesting cisterns.
9. Wastewater Management conditions:
 - A. The owner(s)/developer(s) shall provide all weather, unrestricted vehicular access to all new, existing and/or relocated public sewer manholes within the rezoning area. The owner(s)/developer(s) shall also bring all existing public sewer easements (and/or public utility easements containing public sewer lines) within the rezoning area into accordance with the most recent Pima County Regional Wastewater Reclamation Department standards for such easements, as specified at the time of review of the tentative plat, development plan, sewer construction plan, or request for building permit. The owner(s)/developer(s) shall construe no action by Pima

County as a commitment to provide sewer service to any new development within the rezoning area until Pima County executes an agreement with the owner(s)/developer(s) to that effect.

- B. The owner(s)/developer(s) shall connect all development within the rezoning area to Pima County's public sewer system at the location and in the manner specified by the Regional Wastewater Reclamation Department and as specified by the Development Services Department at the time of review of the tentative plat, development plan, sewer construction plan, or request for building permit.
10. The property owner(s)/developer(s) shall connect to the public sewer system at the location and in the manner specified by Wastewater Management at the time of review of the tentative plat, development plan or request for building permit. On-site wastewater disposal shall not be allowed.
 11. In the event the subject property is annexed, the property owner shall adhere to all applicable rezoning conditions, including, but not limited to, development conditions which require financial contributions to, or construction of infrastructure, including without limitation, transportation, flood control, or sewer facilities.
 12. The property owner shall execute and record the following disclaimer regarding Proposition 207 rights. "Property Owner acknowledges that neither the rezoning of the Property nor the conditions of rezoning give Property Owner any rights, claims or causes of action under the Private Property Rights Protection Act (Arizona Revised Statutes Title 12, chapter 8, article 2.1). To the extent that the rezoning or conditions of rezoning may be construed to give Property Owner any rights or claims under the Private Property Rights Protection Act, Property Owner hereby waives any and all such rights and/or claims pursuant to A.R.S. § 12-1134(l)."

13. Environmental Planning Condition

The developer shall submit an Invasive Plant Eradication Plan as part of the Landscape Plan for the Development Plan, for the annual inspection and removal of invasive non-native plant species on the site, including but not limited to those listed below.

Invasive Non-Native Plant Species Subject to Control:

<i>Ailanthus altissima</i>	Tree of Heaven	<i>Eragrostis</i> spp.	Lovegrass (excluding
<i>Alhagi pseudalhagi</i>	Camelthorn	<i>E. intermedia</i> ,	plains lovegrass)
<i>Arundo donax</i>	Giant reed	<i>Melinis repens</i>	Natal grass
<i>Brassica tournefortii</i>	Sahara mustard	<i>Mesembryanthemum</i> spp.	Iceplant
<i>Bromus rubens</i>	Red brome	<i>Peganum harmala</i>	African rue
<i>Bromus tectorum</i>	Cheatgrass	<i>Pennisetum ciliare</i>	Buffelgrass
<i>Centaurea melitensis</i>	Malta starthistle	<i>Pennisetum setaceum</i>	Fountain grass
<i>Centaurea solstitialis</i>	Yellow starthistle	<i>Rhus lancea</i>	African sumac
<i>Cortaderia</i> spp.	Pampas grass	<i>Salsola</i> spp.	Russian thistle
<i>Cynodon dactylon</i>	Bermuda grass	<i>Schismus arabicus</i>	Arabian grass
(excluding sod hybrid)		<i>Schismus barbatus</i>	Mediterranean grass
<i>Digitaria</i> spp.	Crabgrass	<i>Sorghum halepense</i>	Johnson grass
<i>Elaeagnus angustifolia</i>	Russian olive	<i>Tamarix</i> spp.	Tamarisk

Upon the effective date of the Ordinance, the owner(s)/developer(s) shall have a continuing responsibility to remove buffelgrass (*Pennisetum ciliare*) from the property. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. This obligation also transfers to any future owners of property within the rezoning site and Pima County may enforce this rezoning condition against any future property owner. Prior to issuance of the certificate of compliance, the owner(s)/developer(s) shall record a covenant, to run with the land, memorializing the terms of this condition.

14. The owner(s)/developer(s) shall adhere to the site plan as approved at public hearing. The property shall be allowed CB-2 zoning uses for restaurants with associated bars. All other uses shall be restricted to CB-1 zoning uses. Automotive-related uses, drive through restaurants and stand alone bars without restaurant facilities are prohibited.
15. The maximum height of the west building shall be limited to 24 feet above the average grade within the site. The maximum height of the east building shall be limited to 34 feet above the average grade within the site including architectural features. This project will be subject to noise, odor and light trespass plans in accordance with Sections 18.39.030C4, 5, 6 and 7."

Tom Hudson, Zoning Administrator, stated that the developer would like to add retail and restaurant uses. The property was outside the Conservation Lands System. All concurrency criteria were met. The neighborhood had concerns about building height plus some uses allowed under CB-2 that were considered inappropriate for the location. The applicant primarily wanted restaurants with liquor licenses and to develop spas, salons and workout facilities. CB-1 allowed these uses.

On consideration, it was moved by Supervisor Day, seconded by Supervisor Carroll and unanimously carried by a 5-0 vote, to close the public hearing and

approve the rezoning, subject to standard and special conditions, amending Condition Nos. 7, 8, 13 and 14 plus adding Condition No. 15.

25. **DEVELOPMENT SERVICES: REZONING**

09-08-11, LOPEZ-RIVER ROAD REZONING

Request of Gerald and Brenda Lopez, represented by The Planning Center, for a rezoning of 0.83 acres from SH (Suburban Homestead) to TR (Transitional), on property located on the northwest corner of River Road and Keyv Place. The proposed rezoning conforms to the Pima County Comprehensive Plan, Co7-00-20. On motion, the Planning and Zoning Commission voted 8-0 (Commissioners Richey and Membrila were absent) to recommend **APPROVAL WITH STANDARD AND SPECIAL CONDITIONS**. Staff recommends **APPROVAL WITH STANDARD AND SPECIAL CONDITIONS**. (District 1)

"Rezoning conditions were recommended as follows:

1. Submittal of a development plan if determined necessary by the appropriate County agencies.
2. Recording of a covenant holding Pima County harmless in the event of flooding.
3. Recording of the necessary development related covenants as determined appropriate by the various County agencies.
4. Provision of development related assurances as required by the appropriate agencies.
5. Prior to the preparation of the development related covenants and any required dedication, a title report (current to within 60 days) evidencing ownership of the property shall be submitted to the Development Services Department.
6. There shall be no further lot splitting or subdividing of residential development without the written approval of the Board of Supervisors.
7. Transportation conditions:
 - A. Only one access shall be allowed onto River Road and shall be right turn only. No median opening shall be allowed.
 - B. ~~As determined necessary by the Department of Transportation, access shall be provided to the property located north of the rezoning.~~
 - B. Provisions of access shall be provided to the east, access and maintenance agreements will be required prior to approval or Development Plan or Plat.
 - C. The owner(s)/developer(s) shall provide a turn around at the southern terminus of Keyv Place as approved by the Department of Transportation.
8. Flood Control conditions:
 - A. A drainage report shall be submitted during the platting process for Flood Control District to analyze detention/retention requirements.
 - B. The property owner(s)/developer(s) shall comply with detention/retention conditions and restrictions, or provide an in-lieu fee, as stated in the Floodplain Management Ordinance since the property lies within a balanced or critical basin.
9. Wastewater Management conditions:
 - A. The owner(s)/developer(s) shall construe no action by Pima County as a commitment to provide sewer service to any new development within the rezoning area until Pima County executes an agreement with the owner(s)/developer(s) to that effect.
 - B. The owner(s)/developer(s) shall obtain written documentation from the Pima County Regional Wastewater Reclamation Department that treatment and conveyance capacity is available for any new development within the rezoning area, no more than 90 days before submitting any tentative plat, development plan, sewer improvement plan or request for building permit for review. Should treatment and/or conveyance capacity not be available at that time, the owner(s)/developer(s) shall have the option of funding, designing and constructing the necessary improvements to Pima County's public sewerage system, at his or her sole expense or cooperatively with other affected parties. All such improvements shall be designed and constructed as directed by the Pima County Regional Wastewater Reclamation Department.
 - C. The owner(s)/developer(s) shall connect all development within the rezoning area to Pima County's public sewer system at the location and in the manner specified by the Regional Wastewater Reclamation Department in its capacity response letter and as specified by the Development Services Department at the time of review of the tentative plat, development plan, sewer construction plan, or request for building permit.
 - D. The owner(s)/developer(s) shall fund, design and construct all off-site and on-site sewers necessary to serve the rezoning area, in the manner specified at the time of review of the tentative plat, development plan, sewer construction plan or request for building permit.



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201 N. Stone Avenue, 2nd Floor
Tucson, AZ 85701-1207
(520) 724-9000

Biological Impact Report

(Not Applicable for Rezoning that Require a Site Analysis)

The Biological Impact Report assists staff in assessing a proposed project's potential to impact sensitive biological resources and is required by the Pima County Zoning Code Chapter 18.91. A project's design should conserve these important resources.

This report will include information provided by both Pima County Planning staff (Part I) as well as the applicant (Part II).

Part I. Information Provided by Pima County staff:

Pima County Planning staff will provide the following information for the proposed project site, as applicable:

1. Is the project located in the Maeveen Marie Behan Conservation Lands System? *No*
Any Special Species Management Areas? *No*
2. Is the project in the vicinity of any of the six Critical Landscape Linkages? *No*
3. Is the project Designated for acquisition as a Habitat Protection or Community Open Space property? *No*
4. Is the project located within the Priority Conservation Area for any of the following species? *No*
 - a. Cactus ferruginous pygmy-owl
 - b. Western burrowing owl
 - c. Pima pineapple cactus
 - d. Needle-spined pineapple cactus

Part II. Information Provided by the Applicant:

1. Has the owner of the project site had any communications with Pima County about the County potentially acquiring the property? *No*

If yes, provide a summary of those communications: _____



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2. Several species are of particular interest. Please fill out the following table to the best of your ability.

Species	Ever found on project site?	Date of last observation if found on project site?	Future surveys planned?
Cactus ferruginous pygmy owl	No	<input type="text"/>	<input type="text"/>
Western burrowing owl	No	<input type="text"/>	<input type="text"/>
Pima pineapple cactus	No	<input type="text"/>	<input type="text"/>
Needle-spined pineapple cactus	No	<input type="text"/>	<input type="text"/>

Contact the Office of Sustainability and Conservation at 520-724-6940 if you have any questions about this report.

ANSWERED for Suki Investment Group

Suki Investment Group, LLC,
an Arizona limited liability company
340 North Main Ave.,
Tucson, AZ 85701

February 19, 2020

Mr. Chris Poirier
Pima County Planning Division
201 North Stone Ave. 1st floor
Tucson, Arizona 85701
Phone: 724-9000

Re: letter of authorization for Magee Como Development Association, LLC to request a time extension for Lot 5 of Magee Center; Rezoning Case, Ordinance 2009 – 4 in Docket 13478, Page 2815.

Dear Mr. Poirier:

I hereby certify that Suki Investment Group, LLC ("Suki") is the sole owner of Lot 5 of Magee Center at 7787 N. La Cholla Blvd., Tucson, Az. 85704, (Property). Magee Como Development Association, LLC (Magee Como) located at 5151 North Oracle Rd., Suite 210, Tucson, Az. 85704 is Suki's authorized agent to request and sign all necessary documentation on our behalf, as if it came directly from us, in order to initiate and complete a time extension request for our Property referenced in Rezoning Case, Ordinance 2009 – 4. This authorization shall include, but not be limited to, Magee Como being authorized to obtain Development Services permits in our name.

The persons representing Magee Como will be Craig R. Courtney (520-247-3306) and/or Michael G. Byrne (520-307-1290).

Please be advised the time extension application will include the request to modify the previously approved zoning conditions to reflect current development agreements with Pima County that occurred after the completion of this rezoning. These modifications were granted to Lot 5 in consideration of it conveying easements and land to Pima County to facilitate the Magee Road improvements. As a result, they either satisfied or waived several existing rezoning conditions, which should be noted as part of this Time Extension request.

Thank you for your cooperation in this matter.

Sincerely,



G Lawrence Schubart, Manager