



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: July 11, 2017

Title: Co9-11-08 ANDRADA INVESTORS LLC - ANDRADA ROAD (ALIGNMENT) REZONING (Time Extension)

Introduction/Background:

Applicant requests a five-year time extension from RH (Rural Homestead) to RH-® (Rural Homestead - Restricted), SR (Suburban Ranch), CR-5 (Multiple Residence) (Small Lot Subdivision Option), TR (Transitional), and CB-1 (Local Business) which was approved by the Board of Supervisors on April 3, 2012 and expired on April 3, 2017.

Discussion:

The applicant indicates that the recession has delayed completion of rezoning conditions, but notes some progress with preliminary engineering for five aspects of the site. The rezoning, in proximity to Corona de Tucson, allows 1,736 dwelling units, most of which are under the CR-5 Small Lot Option with some large lot and multi-family unit allowances and some commercial uses. There has been no significant development changes in the area, but a nearby rezoning for 800 additional units has been approved. Concurrency of infrastructure exists per reporting agencies; and, Wilnot Road has recently been paved providing a second north-south access. There are still limited commercial and public services in the area and no major job center locations, but there is potential for for these with recently approved allowances in the Swan Southlands Specific Plan. The comprehensive plan update changed aspects of the plan for the site, but compliance remains. CLS open space preservation is provided.

Conclusion:

A time extension is warranted due to the historical economic recession. Concurrency of infrastructure exists. The rezoning remains compliant with the comprehensive plan. Reversion to RH zoning with low-density residential use would not conform to the large portions of the site planned for Low Intensity Urban 3.0. The recommended modified conditions update certain conditions to current standard language and policy treatment and also address code changes or otherwise provide greater clarity.

Recommendation:

Staff recommends approval of a five-year rezoning time extension subject to conditions as modified.

Fiscal Impact:

N/A

Board of Supervisor District:

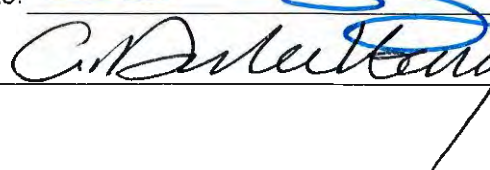
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Department: Development Services Department - Planning Telephone: 724-9000

Contact: David Petersen Telephone: 724-9000

Department Director Signature/Date:  6-19-17

Deputy County Administrator Signature/Date:  6/20/17

County Administrator Signature/Date:  6/20/17



PIMA COUNTY
DEVELOPMENT SERVICES

TO: Honorable Steve Christy, Supervisor, District 4

FROM: Chris Poirier, Planning Official
Public Works-Development Services Department-Planning Division

DATE: June 19, 2017

SUBJECT: Co9-11-08 ANDRADA INVESTORS LLC – ANDRADA ROAD (ALIGNMENT) REZONING

The above referenced Rezoning Time Extension is within your district and is scheduled for the Board of Supervisors' **TUESDAY, JULY 11, 2017** hearing.

REQUEST: A five-year **time extension** of a 716.3-acre rezoning from RH (Rural Homestead) to RH-® (Rural Homestead – Restricted Zone), SR (Suburban Ranch Zone), CR-5 (Multiple Residence Zone) (Small Lot Subdivision Option), TR (Transitional Zone), and CB-1 (Local Business Zone) for single and multi-family residential, office, and commercial uses.

OWNERS: Andrada Investors, LLC
Attn: Robert Tucker
2200 E. River Road, Ste. 115
Tucson, AZ 85718-6577

AGENT: None

DISTRICT: 4

STAFF CONTACT: David Petersen

PUBLIC COMMENT TO DATE: As of June 19, 2017, staff has received no written public comments.

STAFF RECOMMENDATION: APPROVAL OF A FIVE-YEAR TIME EXTENSION SUBJECT TO ORIGINAL AND MODIFIED CONDITIONS.

MAEVEEN MARIE BEHAN CONSERVATION LANDS SYSTEM DESIGNATIONS: Portions of the subject property are located within Multiple Use Management Area and Biological Core Management Area of the Maveen Marie Behan Conservation Lands System (CLS).

TD/DP/ar
Attachments



PIMA COUNTY

DEVELOPMENT SERVICES

BOARD OF SUPERVISORS MEMORANDUM

Subject: Co9-11-08

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FOR TUESDAY, JULY 11, 2017 MEETING OF THE BOARD OF SUPERVISORS

TO: HONORABLE BOARD OF SUPERVISORS

FROM: Chris Poirier, Planning Official
Public Works-Development Services Department-Planning Division

DATE: June 19, 2017

ADVERTISED ITEM FOR PUBLIC HEARING

REZONING TIME EXTENSION

Co9-11-08 ANDRADA INVESTORS LLC – ANDRADA ROAD (ALIGNMENT) REZONING

Request of Andrada Investors, LLC for a five-year **time extension** for the above-referenced 716.3-acre rezoning from RH (Rural Homestead) to RH-® (Rural Homestead – Restricted Zone), SR (Suburban Ranch Zone), CR-5 (Multiple Residence Zone) (Small Lot Subdivision Option), TR (Transitional Zone), and CB-1 (Local Business Zone). The rezoning was approved in 2012 and expired on April 3, 2017. The rezoning site has two locations. The eastern 637.3 acres is located approximately 1 ¾ miles west of Houghton Road, ¾ mile west of Andrada Road, and one mile north of Sahuarita Road. The western 79 acres is located approximately 3 ¾ miles west of Houghton Road, 2 ¾ miles west of Andrada Road, and 1 ½ miles north of Sahuarita Road. Staff recommends **APPROVAL OF A FIVE-YEAR TIME EXTENSION SUBJECT TO ORIGINAL AND MODIFIED CONDITIONS.**

(District 4)

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of a five-year time extension to April 3, 2022 as per the applicant's request for the original 716.3-acre rezoning from RH (Rural Homestead) to RH-® (Rural Homestead – Restricted Zone), SR (Suburban Ranch Zone), CR-5 (Multiple Residence Zone) (Small Lot Subdivision Option), TR (Transitional Zone), and CB-1 (Local Business Zone), subject to the original and modified conditions 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.~~
- 61. There shall be no further lot splitting or subdividing of residential development without the written approval of the Board of Supervisors.
- 72. A master block plat along with the studies and/or plans required by various departments shall be submitted prior to any individual subdivision plats or development plans.
- 83. Transportation conditions:
 - A. The property owner/developer(s) shall dedicate 75 feet half right-of-way for Andrada Road, along the northern boundary of the rezoning.
 - B. The property owner/developer(s) shall dedicate 150 feet right-of-way, for Kolb Road along the western boundary of the western portion of the rezoning.
 - C. The property owner/developer(s) shall dedicate 75 feet half right-of-way for Rita Road, along the western boundary of the eastern portion of the rezoning.
 - ~~D. Development shall comply with a 105-foot building setback measured from the centerline on Andrada Road located along the north boundary of the rezoning.~~
 - ED. The property owner(s)/developer(s) shall enter into a Development Agreement with Pima County addressing, at a minimum, offsite improvements, phasing of access and right-of-way as approved by the Department of Transportation.
- 94. Flood Control conditions:
 - A. A Master Drainage Report shall be submitted with the Master Block Plat or the initial individual block individual block submittal whichever comes first for the Regional Flood Control District to determine 100-year water surface elevations for all lots and to analyze detention/retention requirements. The report shall determine final boundaries of the Lee Moore Wash Basin Management Study Flow corridors and associated Regulated Riparian Habitat for preservation within open space.
 - B. The property owner(s) shall dedicate right-of-way or easements for drainage and riparian preservation purposes to the Flood Control District and/or a Homeowners Association, as determined necessary during the development review process.

- C. The property owner(s) shall provide all necessary on-site and off-site drainage related improvements at no cost to Pima County that are needed as a result of the proposed development of the subject property. The location, design and construction of said improvements shall be subject to the approval of the Flood Control District.
- D. All-weather access shall be provided to all lots to meet concurrency requirements.
- E. A Riparian Habitat Mitigation Plan and Conservation Plan shall be submitted during the development review process. This Plan shall address maintenance, restoration and mitigation of Regulated Riparian Habitat not just where it may be disturbed but also within the Lee Moore Wash Basin Management Study Flow Corridors on the developed portion of the project and also within the western set-aside area.
- F. A final Integrated Water Management Plan (FIWMP) shall be submitted for review at the time of submittal of the block plat or development plans (for commercial) detailing conservation measures, including water harvesting and other indoor and outdoor conservation measures.

405. Wastewater Reclamation conditions:

- A. The owner(s) /~~developer~~ shall construe no action by Pima County as a commitment of capacity to serve any new development within the rezoning area until Pima County executes an agreement with the owner(s) /~~developer~~ to that effect.
- B. ~~By accepting this rezoning, t~~The owner(s) /~~developer~~ acknowledges and agrees that there is no existing treatment facility for this development in the Southlands Service Basin and that the Corona de Tucson WRF was not designed to provide service for these downstream parcels. Any connection to the Corona de Tucson WRF will require augmentation of the treatment capacity.
- C. ~~By accepting this rezoning, t~~The owner(s) /~~developer~~ acknowledges and agrees that in order to be served by the Corona de Tucson WRF, a conveyance system must be constructed by the owner(s) /~~developer~~. Pima County shall decide whether this system will be conveyed to public ownership, or operated as a private sewer system by the owner(s) /~~developer~~.
- D. The owner(s) /~~developer~~ shall prepare a study of the sewer basin at his or her sole expense for the purposes of determining the routing and sizing of all off-site and on-site private or public sewer facilities necessary to provide both conveyance and treatment capacity and service to the rezoning area, and / or for the purpose of conceptual phasing of a pump station. The owner(s) /~~developer~~ shall fund, design and construct the necessary wastewater collection, conveyance and treatment facility improvements necessary to serve the rezoning area, as determined by the basin study.

- E. The owner(s) ~~/developer~~ shall sewer the rezoning area as directed below:
- 1) At the time of Block Platting, a detailed basin study and a financial analysis of all viable options shall be required to establish the method of sewer service and required capacity.
 - 2) The rezoning area may be sewered using private gravity sewers and a private sewage pumping station that discharges via a private force main to the Corona de Tucson WRF, only if authorized by the Pima County Regional Wastewater Department in their written documentation that treatment capacity for the proposed development is available.
 - 3) If Pima County allows the conveyance system to be public, the rezoning area may be sewered using public sewers, if and only if the owner(s) ~~/developer~~ meets the following conditions:
 - a. The owner(s) ~~/developer~~ may fund, design and construct 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.
 - b. Upon approval of the basin study, the owner(s) ~~/developer~~ shall enter into a master sewer service agreement with Pima County that specifies the improvements to be made to Pima County's public sewerage system and their timing.
 - c. A sewer-master sewer service agreement must be approved by the Pima County Regional Wastewater Reclamation Department prior to approval of a master block plat, any tentative plat, development plan, sewer construction plan, or request for building permit.
 - d. Should the rezoning area be serviced to the Corona de Tucson Wastewater Treatment facility, the owner(s) ~~/developer~~ shall provide all weather, unrestricted vehicular access to all new public sewer manholes within the rezoning area. The owner(s) ~~/developer~~ shall obtain all necessary public sewer easements within the rezoning area prior to approval of a master block plat, any tentative plat, development plan, sewer construction plan, or request for building permit at his / her own expense.
- F. No more than 90 days before submitting any tentative plat, development plan, sewer improvement plan, or request for building permit for review, the owner(s) ~~/developer~~ shall obtain written documentation that sanitary sewerage treatment and conveyance capacity for the proposed development will be available when needed to serve the development.

446. Office of Sustainability and Conservation conditions:

- A. Landscaping in developed areas will be limited to native plants.
- B. A Conservation Plan ~~will~~ shall be submitted with the initial submittal of the block plat and be approved by the Planning Director, or their designee, prior to the approval of the final block plat. The Conservation Plan will include, but not be limited to the following:
 - 1) An evaluation of the potential to retain the existing stock tank for purposes of water harvesting, riparian resources, and as a source of water for wildlife. Where potential exists, recommendations as to how such purpose(s) can be accomplished will be included.
 - 2) A program for the entirety of the rezoned property that will reduce grazing pressure to levels that will improve on-site ecological conditions. This program will also evaluate elimination of cattle grazing and present an implementation schedule, as appropriate.
 - 3) A quantitative assessment of the entire project area to determine biological and vegetative quality and will: include observations of saguaro and Pima pineapple cactus; map areas suitable to receive transplanted and replacement specimens of saguaro, Pima pineapple cactus, and other plantings intended to augment undeveloped areas; and delineate any mitigation measures that exceed the regulatory requirements of the Native Plant Preservation Ordinance (18.72) for Pima pineapple cactus that will be implemented as part of block platting or subsequent subdivision platting stages.
 - 4) Describe and generally identify the location of those water-harvesting measures that will be used to support and promote riparian areas and other re-vegetated areas.

427. Cultural Resources conditions:

- A. If the recorded National Register-eligible cultural resources within the current development property cannot be avoided during construction, a cultural resources mitigation treatment plan shall be developed and implemented before any construction begins. The mitigation treatment will address impacts on the resources by archaeological data recovery (excavation). All work shall be conducted by an archaeologist permitted by the Arizona State Museum. Following rezoning approval, any subsequent development requiring a Type II grading permit will be reviewed for compliance with Pima County's cultural resources requirements under Chapter 18.81 of the Pima County Zoning Code.
- B. A caution must be noted concerning human burials. Archaeological clearance recommendations do not exempt the construction and other ground-disturbing activities from compliance with State burial protection laws. In the event that human

remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State laws A.R.S. § 41-865 and A.R.S. § 41-844, require that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups.

438. Natural Resources, Parks and Recreation conditions:

- A. With the submittal of a subdivision plat, a recreation area plan shall be submitted and meet the requirements of 18.69.090 Residential recreation area.
- B. G047 Southlands Greenway, as identified in the Pima Regional Trail System Master Plan, shall be located on the southern side of Andrada Road and within the subject property, installed at the time Andrada Road is constructed and meet the greenway standards as stated in the master plan.

449. Environmental Planning conditions:

- A. Upon the effective date of the Ordinance, the owner(s)/developer(s) of the rezoned property 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 the 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.~~
- B. Maintenance of Lots by Owners: Lot Owners shall keep private lots free of invasive non-native plant species including but not limited to those listed below.

Invasive Non-Native Plant Species Subject to Control:

Ailanthus altissima	Tree of Heaven
Alhagi pseudalhagi	Camelthorn
Arundo donax	Giant reed
Brassica tournefortii	Sahara mustard
Bromus rubens	Red brome
Bromus tectorum	Cheatgrass
Centaurea melitensis	Malta starthistle
Centaurea solstitialis	Yellow starthistle
Cortaderia spp.	Pampas grass
Cynodon dactylon	Bermuda grass (excluding sod hybrid)
Digitaria spp.	Crabgrass
Elaeagnus angustifolia	Russian olive
Eragrostis spp.	Lovegrass (excluding E. intermedia, plains lovegrass)

Melinis repens	Natal grass
Mesembryanthemum spp.	Iceplant
Peganum harmala	African rue
Pennisetum ciliare	Buffelgrass
Pennisetum setaceum	Fountain grass
Rhus lancea	African sumac
Salsola spp.	Russian thistle
Schismus arabicus	Arabian grass
Schismus barbatus	Mediterranean grass
Sorghum halepense	Johnson grass
Tamarix spp.	Tamarisk

- 4510. Adherence to the preliminary development plan shall be required. A maximum of 1,736 dwelling units shall be allowed.
- 4611. A mix of housing types shall be provided to insure a diverse community. Single-family detached residential development shall not be allowed within the-CAC TR and CB-1 mixed-use activity center or area(s).
- 4712. A three hundred (300) foot wide lower-density residential buffer area shall be located along the perimeter of the site where residences exist adjacent to the project (Parcel "1" on the preliminary development plan). The buffer area shall allow no more than one residence per acre, lighting shall be shielded and will be directed within the project, not offsite, and a fifty (50) foot minimum rear setback is required for buildings. The 300-foot transition area will be designated as a Study Area, with the uses within the Study Area further defined at the time of platting. Informational meetings with residents will be held during the refinement of land uses within the Study Area.
- 4813. No two-story structures shall be allowed along the 300-foot perimeter of the property where there are abutting, existing residences. All homes located adjacent to the spine road within the property will be limited to single-story. Only single-story homes will be allowed on corner lots at intersections of neighborhood streets. No more than three, two-story houses will be constructed in a row. No continuous walls along the south property line or where there are abutting, existing residences.
- 4914. The development shall incorporate safe and convenient facilities for children to walk to school and/or provide safe and convenient staging areas for children to wait for school buses.
- 2015. If wells are used, they shall be located in the northern half of the rezoning site.
- 2416. In the event the subject property is annexed, the property owner(s) / developers(s) shall adhere to all applicable zoning 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.

- ~~22.~~ The property owner(s) / developers(s) shall execute and record a document acceptable to the Pima County Community Development and Neighborhood Conservation Department indicating that the owner/developer shall contribute to the affordable housing trust fund as adopted by the Pima County Board of Supervisors on December 13, 2005, before a certificate of compliance is issued.
- 2317. The property owner shall execute and record the following disclaimer regarding Prop 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(I)."
- 2418. An alternative energy plan, including solar features within the homes similar to the Civano development, shall be submitted with the block plat.
- 2519. The development shall provide enhanced water harvesting.

STAFF REPORT

Staff supports the five-year rezoning time extension requested by the applicant. The 716.3-acre rezoning from RH to RH-Restricted (171.6 acres natural open space), SR (122.0 acres), CR-5 (387.7 acres), TR (30.0 acres), and CB-1 (5.0 acres) was approved in 2012 for mostly single and multi-family residential development with some zoning for commercial uses. The request letter indicates that the development of the rezoning site has been delayed by the "prolonged national and local recession". Progress with "preliminary engineering including topography, hydrologic evaluations, Jurisdictional Determination mapping from the (U.S. Army) Corps of Engineers, sewer system planning, and design of Andrada Road" is stated. In addition, a development agreement has been completed as required per renumbered condition #8(D). Staff acknowledges the historic recession and its link and impact to housing and commercial development.

The recommended deletion of the first five standard conditions is based on a recent staff decision to reduce redundant requirements and ease processes. Pertaining to condition #1, a development plan will be required if a proposal requires one per code. Pertaining to condition #'s 2, 3, and 5, staff no longer recommends conditions which require recorded covenants. In addition, pertaining to condition #2, recorded subdivision plats typically include a standard hold harmless clause pertaining to flooding. Pertaining to condition #4, assurances are standard with approved subdivision plats.

Renumbered condition #3(D) pertaining to the requirement for a 105-foot building setback from the centerline of Andrada Road is recommended for deletion. The 105 feet consists of the 75-foot half right-of-way to be dedicated in addition to a 30-foot building setback. The zoning code was recently amended to eliminate the required 30-foot setback for major streets and scenic routes. The 75-foot right-of-way dedication is still required per renumbered condition 3(A).

Pertaining to Wastewater Reclamation conditions under renumbered condition #5, staff recommends slight, non-substantive, modification to current standard language.

Pertaining to renumbered condition #11, which prohibits single-family detached residential development within CAC mixed-use areas, the reference to "CAC" is recommended for deletion in favor of reference to "TR and CB-1" areas to provide clarity as to where this condition applies within the rezoning. Former Rezoning Policy 109 (RP-109) part H, provided for uses and zones allowed under the Community Activity Center (CAC) plan designation within a flexibly chosen portion of the Low Intensity Urban 3.0 (LIU 3.0) designated areas. The approved TR and CB-1 zones are, in fact, these "CAC" areas, despite the underlying LIU 3.0 designation which would not have allowed these zones. (No areas were actually mapped for CAC in the comprehensive plan.) RP-109 was rescinded with the Pima Prospers Comprehensive Plan Update which commenced in 2013, but many of the policies were translated to rezoning conditions.

Condition #22 pertaining to contributions to the affordable housing trust fund is recommended for deletion due to a change in County policy related to monetary exactions.

Renumbered condition #17 pertaining to the standard Proposition 207 disclaimer is recommended for modification to delete the recording requirement as staff no longer recommends requirement of recording conditions. (All conditions are recorded in an initial rezoning ordinance and any subsequent resolutions.)

There has been little change in the immediate surrounding area of the rezoning site in terms of development since the 2012 rezoning approval. However, a rezoning (P16RZ00007) to CR-5 with the Small Lot Option, similar to the main CR-5 Small Lot Option component of the subject rezoning, was approved in November 2016 for 359 acres near the western natural open space (NOS) portion of the subject rezoning. This approximate quarter-mile wide NOS portion is physically separated from the area proposed for development within the subject rezoning site which is approximately three-fourths-mile to the east.

These rezoning projects, processed by Diamond Ventures, would add to the predominately residential development base of the Corona de Tucson area. The combined projects would allow up to 2,536 dwelling units, including 1,736 units for the subject rezoning. Other additional residential development entitlements, approved within specific plans prior to these rezonings, exist south and west of the original Corona de Tucson development.

Corona de Tucson is located approximately seven miles south of the interchange of I-10 and Houghton Road. The subject rezoning site is located approximately two miles northwest of Corona de Tucson. The City of Tucson limits are located adjacent to the north boundary of the rezoning site, but the far southeast built area of the city is located north of Interstate 10. Most of the land between the rezoning site and I-10 remains as undeveloped State-owned land.

Limited commercial services, a fire station, and a Sheriff's substation still remain in the area of the intersection of Houghton Road and Sahuarita Road. There is undeveloped business zoning at the intersection. The nearest major commercial services exist along Houghton Road north of I-10. These have been developed since the rezoning was approved. There are no major employment locations in the near vicinity. Future major employment opportunities are envisioned within the Tucson International Airport / Interstate 10 Economic Development Area which is a focus area for development investment as identified in the Pima Prospers Comprehensive Plan Update. This could bring major employers to within approximately four to five traveling miles of the site, including within the Swan Southlands Specific Plan which has been positioned for such business opportunity. There is no commuter bus service to the area.

A portion of the site remains located within of the MMB Conservation Lands System (CLS) with designations of Biological Core Management Area and Multiple Use Management Area. Substantial portions of the rezoning site are shown on the rezoning preliminary development plan as Open Space or (natural wash) Flow Corridors that would serve to meet natural area conservation guidelines associated with rezonings within the CLS. Renumbered rezoning condition #10 requires adherence to the rezoning preliminary development plan which will ensure compliance with CLS policy.

Staff finds concurrency of infrastructure per reporting agencies, subject to provision of infrastructure to serve the project as required by existing rezoning conditions. The conditions require off-site road improvements (Andrada Road will be constructed to provide access to the site), on-site and off-site drainage improvements as determined necessary including all-weather access, construction of a conveyance system to and augmentation of treatment capacity for the Corona de Tucson wastewater reclamation facility with any connection to the facility, and provisions for internal recreation areas and an on-site and off-site greenway trail along Andrada Road. A development agreement is in place which addresses infrastructure requirements. The recent paving of Wilmot Road, two miles to the west, will provide a second improved north-south access along with Houghton Road. Both roads contain dip sections that can flood.

Vail Unified School District did not respond to staff's request for comment on the time extension request. At the time of the rezoning, the project was expected to add students that would exceed capacities of near area schools. A school site is proposed within the project and there is a condition requiring safe and convenient facilities for pedestrian access to the school and/or staging areas for bus stops. A new high school has been constructed in isolation along Houghton Road approximately two miles northeast of the rezoning site.

At the time of the rezoning approval, the site was to be served by expansion of the service area of Red Rock Utilities, LLC with water provided by future drilled wells. The site is outside of the Tucson Water service area.

The site remains compliant with the comprehensive plan despite some plan changes. In addition to the above-referenced rescission of rezoning policies, the plan update eliminated the Resource Transition (RT) plan designation of natural water courses in favor of their recognition as Flood Control Resource Areas (FCRA) subject to regulatory requirements. The RT designation of the SR-zoned portion of the rezoning proposed for open space and low density residential development and correlating with CLS Biological Core Management Area is now designated as Resource Sensitive (RS). The western separated 79 acres of RH restricted to open space was designated as Low Intensity Urban 3.0 (LIU 3.0) and RT and is now designated as RS.

Denial of the time extension will cause the site to revert to unrestricted RH zoning. RH zoning, which provides predominantly low density housing and certain other uses, would not comply with the portions of the site designated LIU 3.0 because this designation now requires a minimum density of 1.5 residences per acre (RAC) for residential development. RH zoning only allows one dwelling per approximately 4.13 acres. Closure of the rezoning would not preclude the possibility of a future similar rezoning.

SURROUNDING LAND USES/GENERAL CHARACTER

North: RH (Rural Homestead) (City of Tucson) / Undeveloped
 South: RH / Residential, Undeveloped
 East: RH / Undeveloped
 West: RH / Undeveloped, a few Residences

CONCURRENCY CONSIDERATIONS		
<i>Department/Agency</i>	<i>Concurrency Considerations Met: Yes / No / NA</i>	<i>Comments</i>
TRANSPORTATION	Yes	Subject to condition for off-site improvements
FLOOD CONTROL	Yes	Subject to on- and off-site drainage improvements as necessary including all-weather access
WASTEWATER	Yes	Subject to conditions for wastewater conveyance construction and treatment capacity augmentation
PARKS AND RECREATION	Yes	Subject to provision of internal recreation areas and a greenway trail along Andrada Road
WATER		Private utility company service from wells
SCHOOLS	No response	School site proposed within development
AIR QUALITY	Yes	

TRANSPORTATION REPORT

The Pima County Department of Transportation has no objection to the time extension request for the Hook M Ranch. Recent roadway improvements in the vicinity of the rezoning include the paving of Wilmot Road. The rezoning is estimated to generate 13,800 average daily trips based upon the approved rezoning for residential and community services such as retail, office and a school. Subsequent to the approval of the rezoning, a development agreement was signed by the County and the Developer. The Department of Transportation recommends deletion of condition #8(D) [renumbered condition #3(D)] pertaining to the 105-foot building setback from the centerline of Andrada Road to account for the code change eliminating the required 30-foot building setback for major streets and scenic routes. The required 75-foot right-of-way dedication for Andrada Road still applies.

FLOOD CONTROL REPORT

The Regional Flood Control District has reviewed the requested rezoning time extension and has no objections and no additional recommendations.

WASTEWATER RECLAMATION REPORT

The Planning Section of the Pima County Regional Wastewater Reclamation Department (PCRWRD) has reviewed the request for a rezoning time extension and offers the following comments for your use. The rezoning property is planned to be tributary to the Corona de Tucson WRF. Capacity is currently not available for this project in the public sewer conveyance or in the treatment facility. Connection to the upstream Corona de Tucson WRF would require construction of a lift station, force main and sewer line to deliver wastewater from the rezoning property to the treatment facility, as well as any necessary improvements to the facility. The cost of the sewer capacity augmentation and system improvements will be borne by the owner(s).

The PCRWRD has no objection to the above request for a five-year time extension of the rezoning, but requests the existing wastewater conditions in rezoning Ordinance 2012-28 adopted on June 5, 2012 by the Board of Supervisors be modified for update (as shown in revised conditions under #5 above).

OFFICE OF SUSTAINABILITY AND CONSERVATION

The property owner/developer shall achieve compliance with the Maeveen Marie Behan Conservation Lands System conservation guidelines by conforming to the approximate location and configuration of Open Space as shown on the approved Preliminary Development Plan (PDP); areas designated as Open Space on the PDP shall remain in a natural, undisturbed condition.

NATURAL RESOURCES, PARKS AND RECREATION REPORT

Natural Resources, Parks and Recreation staff have no objection to this request and recommend no changes to parks and recreation conditions (under renumbered #8 above).

CULTURAL RESOURCES REPORT

Office of Sustainability and Conservation (OSC) has reviewed the time extension request and has no objection subject to existing conditions (under renumbered #7 above) pertaining to cultural resources requirements.

WATER DISTRICT REPORT

The rezoning site does not lie within a water supplier service area. Tucson Water service area is located adjacent to the north of the site.

SCHOOL DISTRICT REPORT

To date, no comments have been received from Vail Unified School District.

FIRE DISTRICT REPORT

To date, no comments have been received from Rural Metro Fire Department or Corona de Tucson Volunteer Fire District.

U.S. FISH & WILDLIFE SERVICE REPORT

To date, no comments have been received from the USFWS.

CITY OF TUCSON REPORT

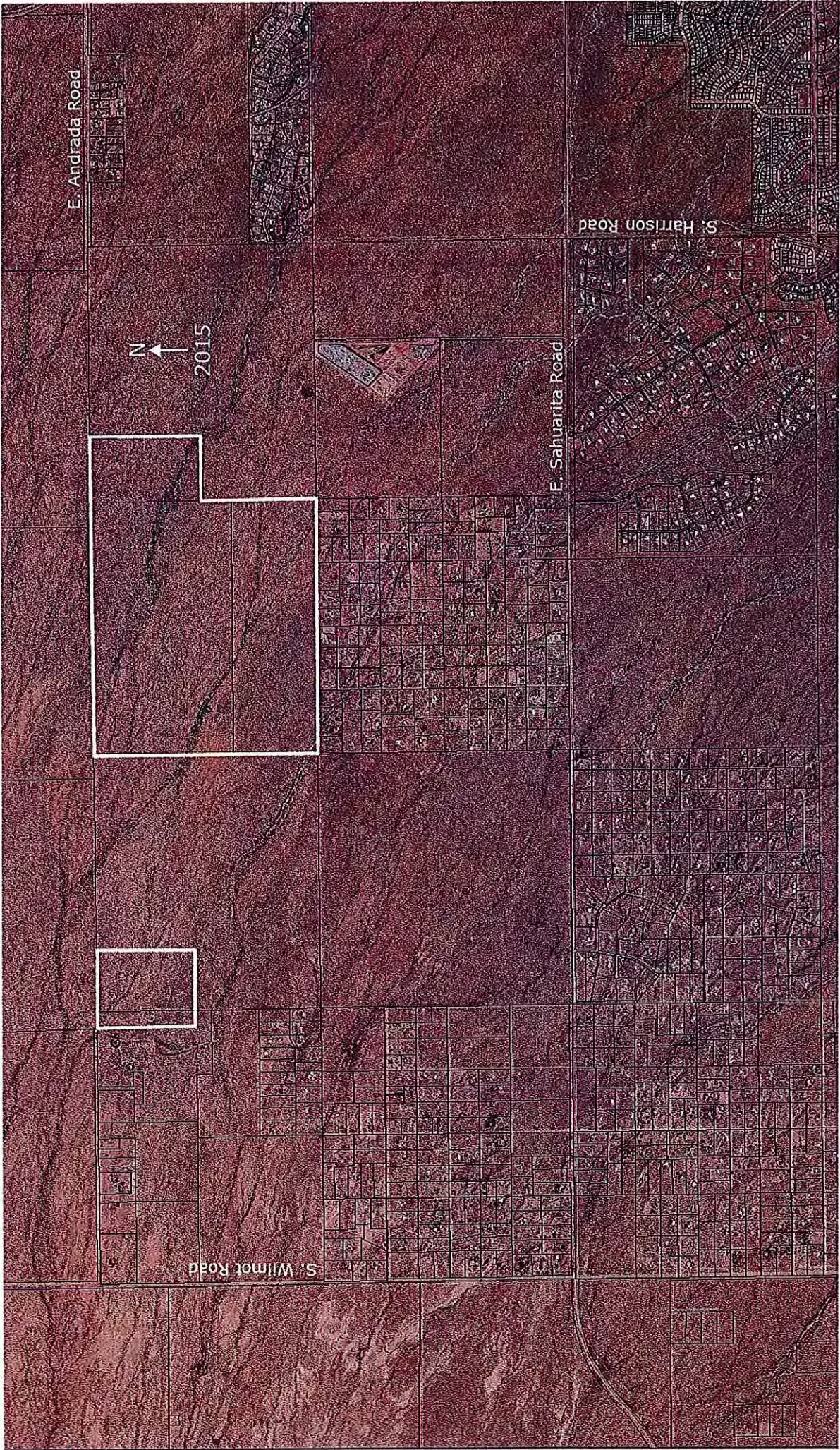
Staff has no objection. See attached additional comments.

PUBLIC COMMENT

Notice has been mailed to property owners within 1,000 feet of the rezoning site. To date, no written public comments have been received.

TD/DP/ar
Attachments

cc: Andrada Investors, LLC, Attn: Robert Tucker, 2200 E. River Road, Ste. 115
Tucson, AZ 85718-6577
Tom Drzazgowski, Principal Planner
Co9-11-08 File



E. Andrada Road

N
2015

S. Wilmot Road

E. Sahuarita Road

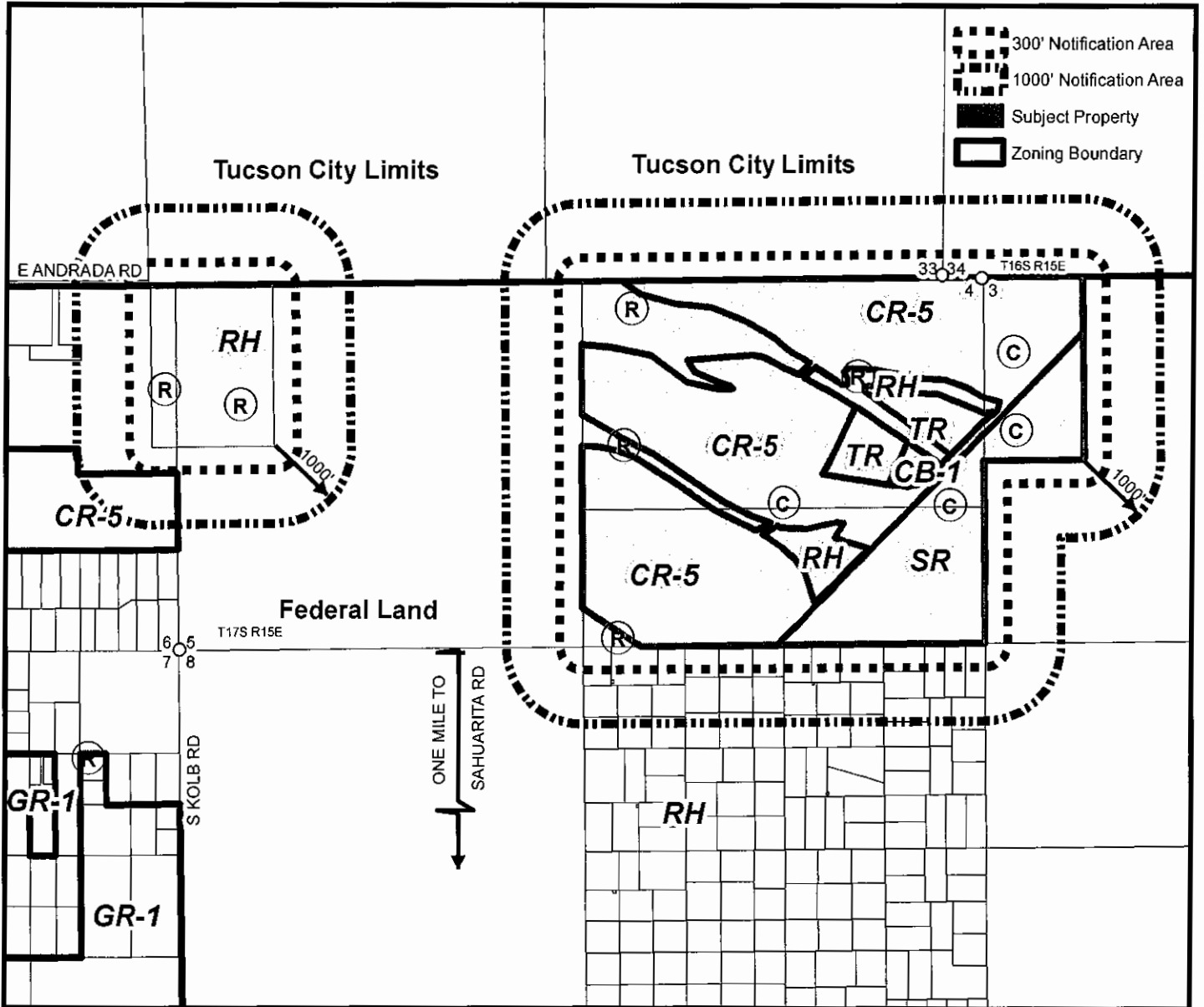
S. Harrison Road

1:20,874 5.67 x 3.34 (m)

Case #: Co9-11-08

Case Name: ANDRADA INVESTORS LLC - ANDRADA ROAD (ALIGNMENT) REZONING

Tax Code(s): 305-22-0030, 305-22-004A, 305-22-004B, 305-22-0050, 305-23-0140



PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

Notes: Rezoning Time Extension

PIMA COUNTY COMPREHENSIVE PLAN CO7-13-10

Board of Supervisors Hearing: 7/11/17

Base Map(s): 387 & EPC







Map Scale: 1:24,000

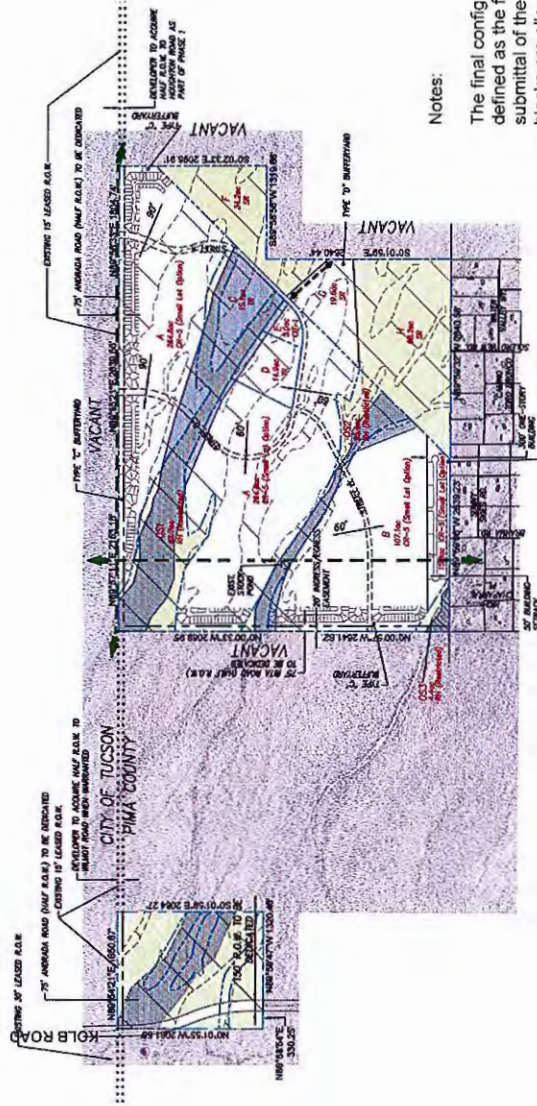
Map Date: 6/12/2017 - ds



FIGURE II-B.1a PRELIMINARY DEVELOPMENT PLAN (PDP)

LEGEND

-  100 Year Flood Plains
-  Open Space
-  Lee Moore Flow Corridors
-  Zoning Boundaries
-  Greenways
(per PC Reg. Trail System MP)
-  Conceptual Location of Bicycle/Pedestrian
Connection to East



Notes:

The final configurations of the development limits for the remainder of blocks will be defined as the flow corridors are determined with the drainage studies due upon submittal of the Master Block Plat. Minor variations from the zoning boundaries or blocks are allowed based upon the findings of the drainage studies due upon submittal of the Master Block Plat, however, more significant changes as determined by the Planning Director may require approval of a Modification of Rezoning Condition by the Board of Supervisors. Blocks C (at a minimum of 15.1 acres), D (at a minimum of 14.0 acres) and E (at a minimum of 5.0 acres) shall retain their minimum acreages outside of the flow corridors with the exception of a minor reduction up to 10% in acreage per block if shown necessary due to the final flow corridor configurations.

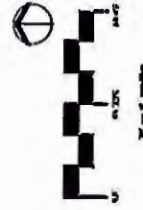
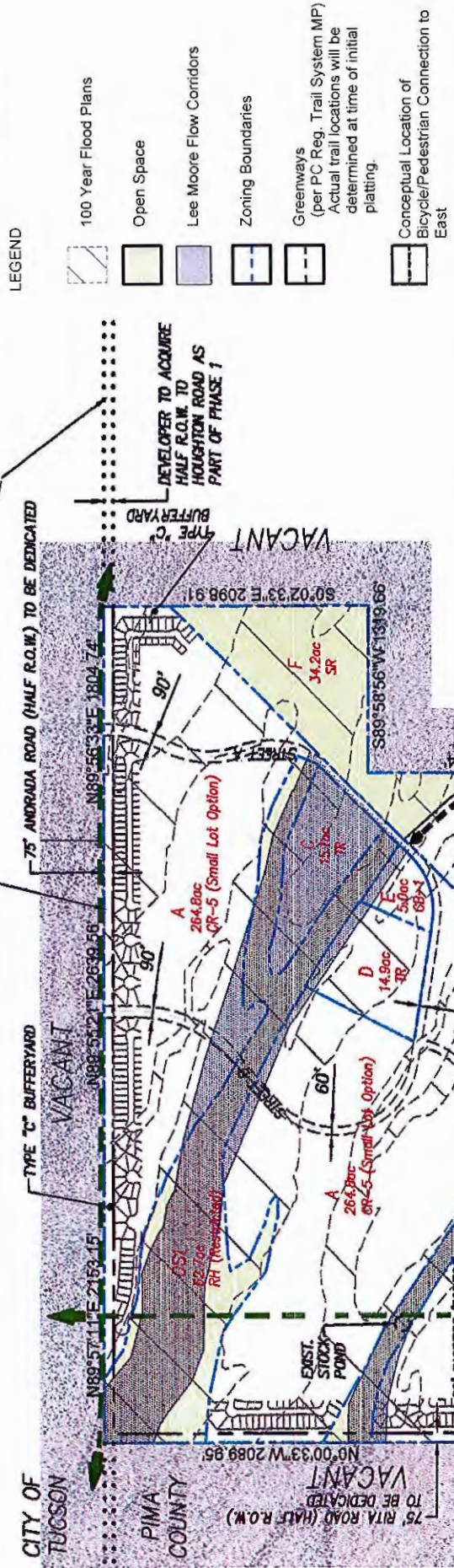


FIGURE II-B.1b PRELIMINARY DEVELOPMENT PLAN (PDP)



Note: The final configurations of the development limits for the blocks will be defined as the flow corridors are determined with the drainage studies due upon submittal of the Master Block Plat. Minor variations from the zoning boundaries or blocks are allowed based upon the findings of the drainage studies due upon submittal of the Master Block Plat, however, more significant changes as determined by the Planning Director may require approval of a Modification of Rezoning Condition by the Board of Supervisors. Blocks C (at a minimum of 15.1 acres), D (at a minimum of 14.0 acres) and E (at a minimum of 5.0 acres) shall retain their minimum acreages outside of the flow corridors with the exception of a minor reduction up to 10% in acreage per block if shown necessary due to the final flow corridor configurations.

Salero View Road is located within an existing private easement which ends at the south property line of Hook M Ranch.

Homes within the area south of Hook M Ranch consist of both one and two story conventional and manufactured housing.

LEGEND

- 100 Year Flood Plains
- Open Space
- Lee Moore Flow Corridors
- Zoning Boundaries
- Greenways (per PC Reg. Trail System MP) Actual trail locations will be determined at time of initial platting.
- Conceptual Location of Bicycle/Pedestrian Connection to East



ANDRADA WILMOT 180, LLC

2200 E. River Road, Suite 115
Tucson, Az 85718
Ph. (520) 577-0200

March 24, 2017

Mr. Thomas Drzazgowski
Zoning Administrator
Pima County Development Services Department
201 N. Stone Avenue, 1st Floor
Tucson, AZ 85701

RE: Co9-11-08 Andrada Investors, LLC (Hook M) – Rezoning Time Extension
Tax Code Numbers: 305-22-004A, 305-22-004B, 305-22-0030, 305-22-0050, 305-23-0140 (+/- 716 acres)

Dear Mr. Drzazgowski;

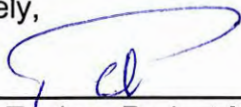
On April 3, 2012 the Pima County Board of Supervisors approved the rezoning of the above listed property, which is collectively known as Hook M. Since that time we have made significant progress with the planning and engineering of the project including the completion of a Development Agreement, completion of preliminary engineering including topography, hydrological evaluations, Preliminary Jurisdictional Determination mapping from the Corps of Engineers, preliminary sewer system planning and preliminary design of Andrada Road.

While we have made significant progress with moving Hook M closer to development, the prolonged national and local recession has precluded us from implementing the original timeline for development of Hook M. It is for this reason that we are requesting a rezoning time extension.

As requested, I have attached copies of the Special Warranty Deed for the property, the Articles of Organization of Andrada Investors, LLC, a check for processing fees in the amount of \$23,212.75 and a Biological Assessment memo from EEC.

If you have any questions or need additional information, please call me at the number above or email me at rtucker@diamondven.com.

Sincerely,



Robert Tucker, Project Manager

RECEIVED

APR 14 2005

ARTICLES OF ORGANIZATION
OF
ANDRADA INVESTORS, LLC

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

1. **Name.** The name of the limited liability company is Andrada Investors, LLC.
2. **Known Place of Business.** The address of the known place of business of the limited liability company is 2200 East River Road, Suite 115, Tucson, Arizona 85718.
3. **Statutory Agent.** The name and address of the initial statutory agent is Diamond Ventures, Inc., 2200 East River Road, Suite 115, Tucson, Arizona 85718.
4. **Duration.** The duration of the limited liability company is perpetual.
5. **Management.** Management of the limited liability company is vested in a designated manager whose name and address is Diamond Ventures, Inc., 2200 East River Road, Suite 115, Tucson, Arizona 85718. The names and addresses of the members who own a twenty percent or greater interest in the capital or profits of the limited liability company are Diamond Ventures, Inc., 2200 East River Road, Suite 115, Tucson, Arizona 85718; Diamond Equity Pool VII, L.L.C., 2200 East River Road, Suite 115, Tucson, Arizona 85718; and Donald R. Diamond, as Trustee of the DVI-2003 Irrevocable Trust, 2200 East River Road, Suite 115, Tucson, Arizona 85718.

Dated: April 13th, 2005.




David Goldstein, Organizer

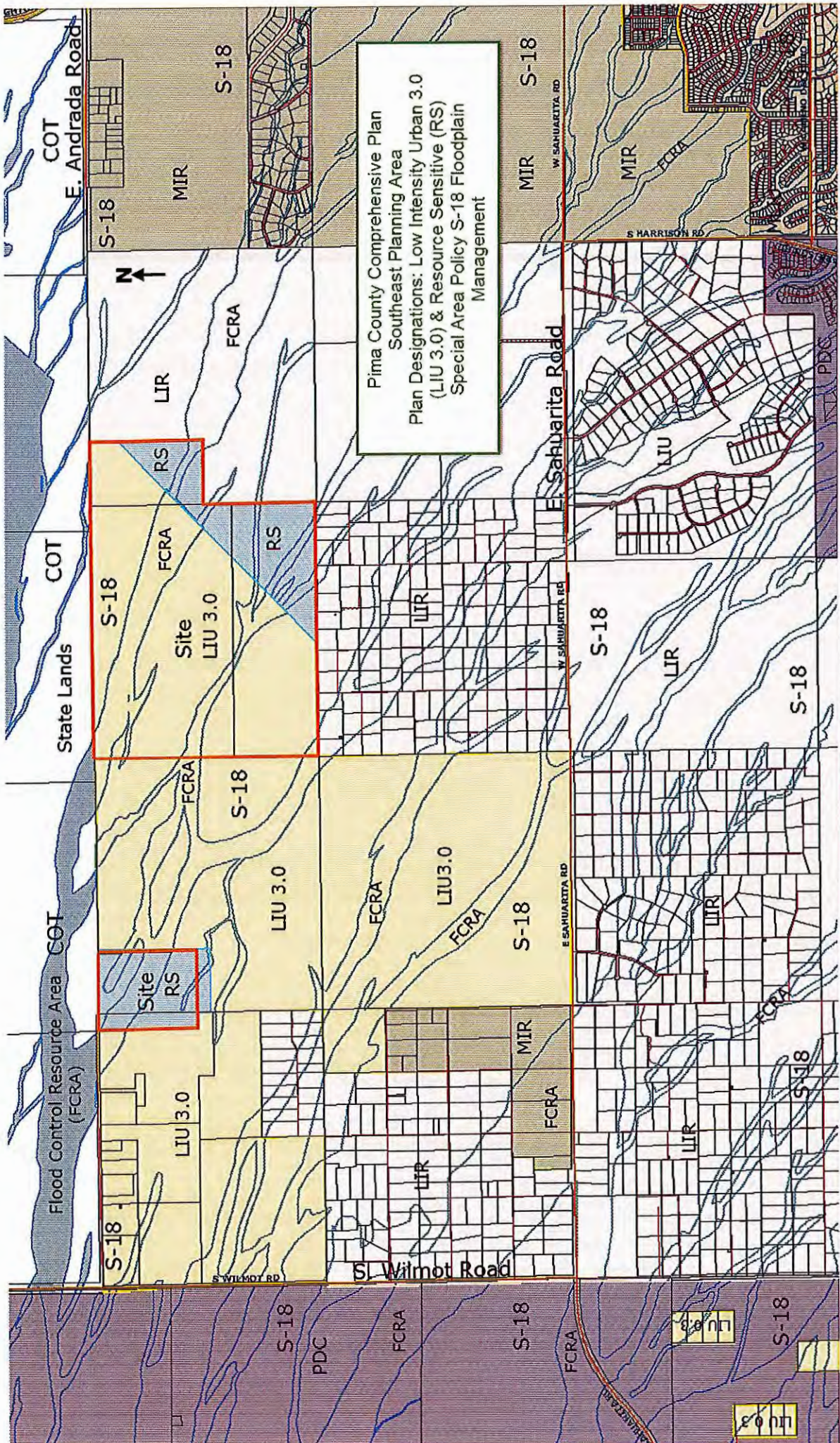
ACCEPTANCE OF APPOINTMENT
BY STATUTORY AGENT

The undersigned, having been designated to act as statutory agent, hereby consents to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Dated: April 13th, 2005.

Diamond Ventures, Inc.,
an Arizona corporation

By: 
Name: David Goldstein
Its: President
2200 East River Road, Suite 115
Tucson, Arizona 85718



Pima County Comprehensive Plan
 Southeast Planning Area
 Plan Designations: Low Intensity Urban 3.0
 (LIU 3.0) & Resource Sensitive (RS)
 Special Area Policy S-18 Floodplain
 Management

1:20,874
 5.67 x 3.34 (mi)

Low Intensity Urban (LIU)

Low Intensity Urban includes four land use categories designations ranging from a maximum of 3 RAC stepped down to 0.3 RAC. The Low Intensity Urban categories are LIU3.0, LIU1.2, LIU0.5, and LIU-0.3.

- a. Objective: To designate areas for low-density residential and other compatible uses and to provide incentives for residential conservation subdivisions to provide more natural open space. Density bonuses are offered in exchange for the provision of natural and/or functional open space. Natural open space must be set aside, where applicable, to preserve land with the highest resource value and to be contiguous with other dedicated natural open space and public preserves.

1) Low Intensity Urban 3.0 (LIU-3.0)

- a) Residential Gross Density:
 - i) Minimum – none
 - ii) Maximum – 3.0 RAC.
- b) Residential Gross Densities for Developments Using Transfer of Development Rights (TDRs): Projects within designated Receiving Areas utilizing TDRs for development shall conform to the following density requirements:
 - i) Minimum density – 1.5 RAC
 - ii) Maximum density – 3.0 RAC.

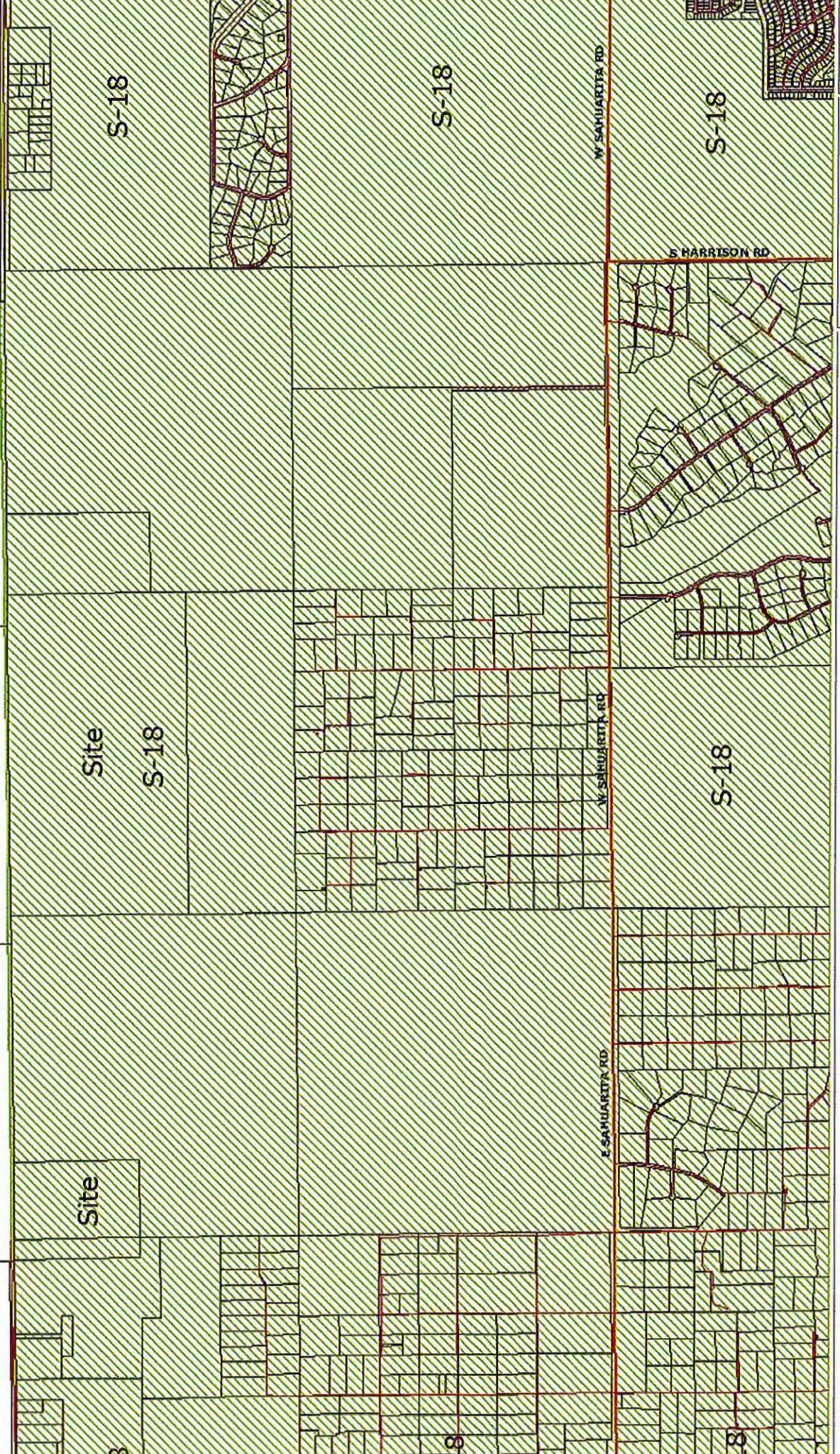
Resource Sensitive (RS)

- a. Objective: To designate key larger parcels and land holdings with environmentally sensitive characteristics in close proximity to public preserves or other environmentally sensitive areas. Development of such land shall emphasize design that blends with the surrounding natural desert and provides connectivity to environmentally sensitive linkages in developing areas.
- b. Residential Gross Density:
 - 1) Minimum – none
 - 2) Maximum – 0.3 RAC.
- c. Residential Gross Densities for Developments Using Transfer of Development Rights (TDRs): Projects within designated Receiving Areas utilizing TDRs for development shall conform to the following density requirements:
 - 1) Minimum – none
 - 2) Maximum – 0.3 RAC.

Special Area Policy S-18
Floodplain Management

COT

COT



Special Area Policy S-18E Floodplain Management

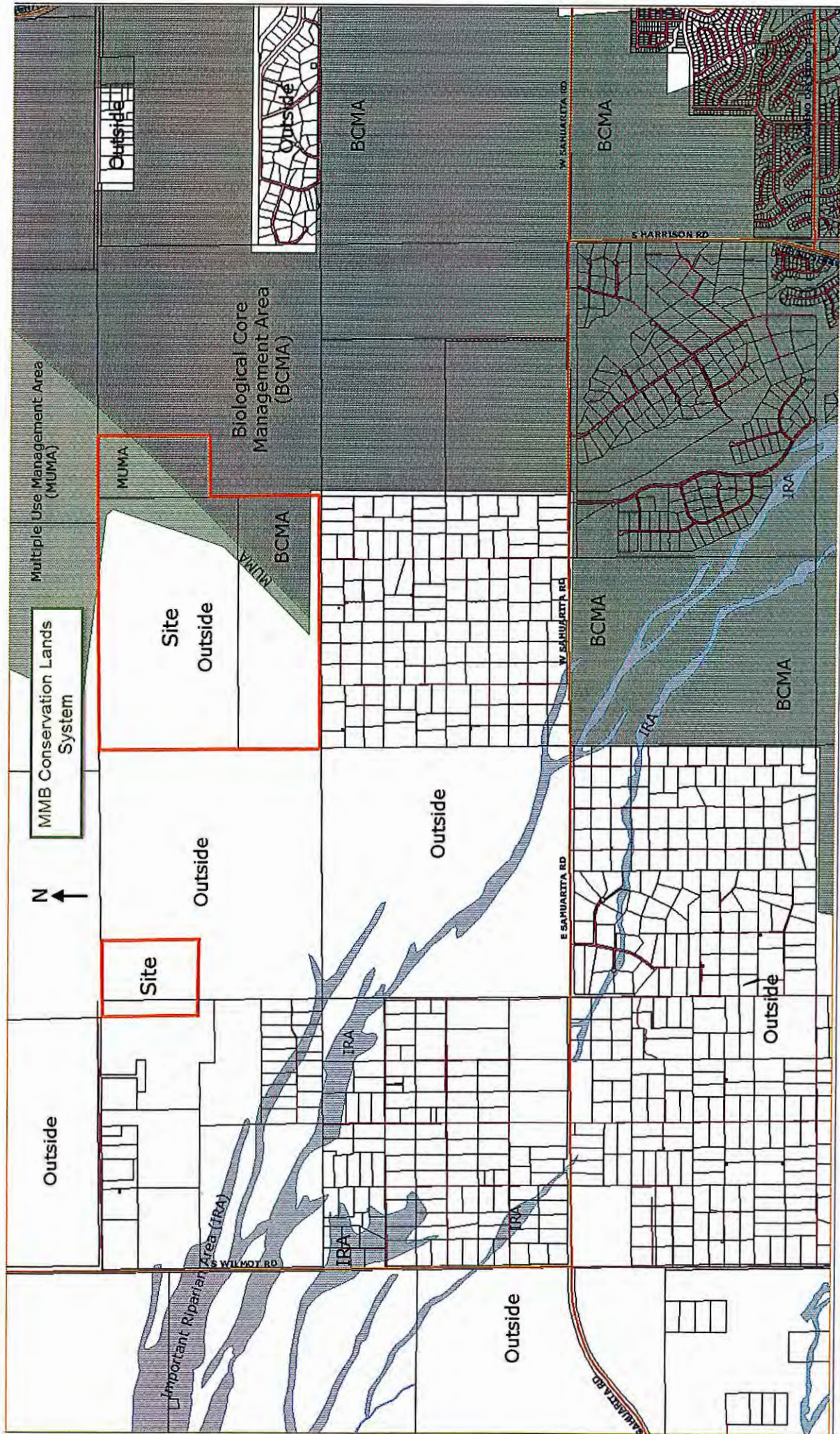
General Location

There are several sites within eastern Pima County designated as Floodplain Management Special Areas by the Pima County Regional Flood Control District. They are: Upper Santa Cruz River; Rillito Creek Overbank Storage; Cienega Creek; Wakefield and Anderson Washes and Lee Moore Wash, including eight tributaries: Gunnery Range Wash, Sycamore Canyon Wash, Fagan Wash, Cuprite Wash, Petty Ranch Wash, Franco Wash, Flato Wash and Summit Wash.

Policies

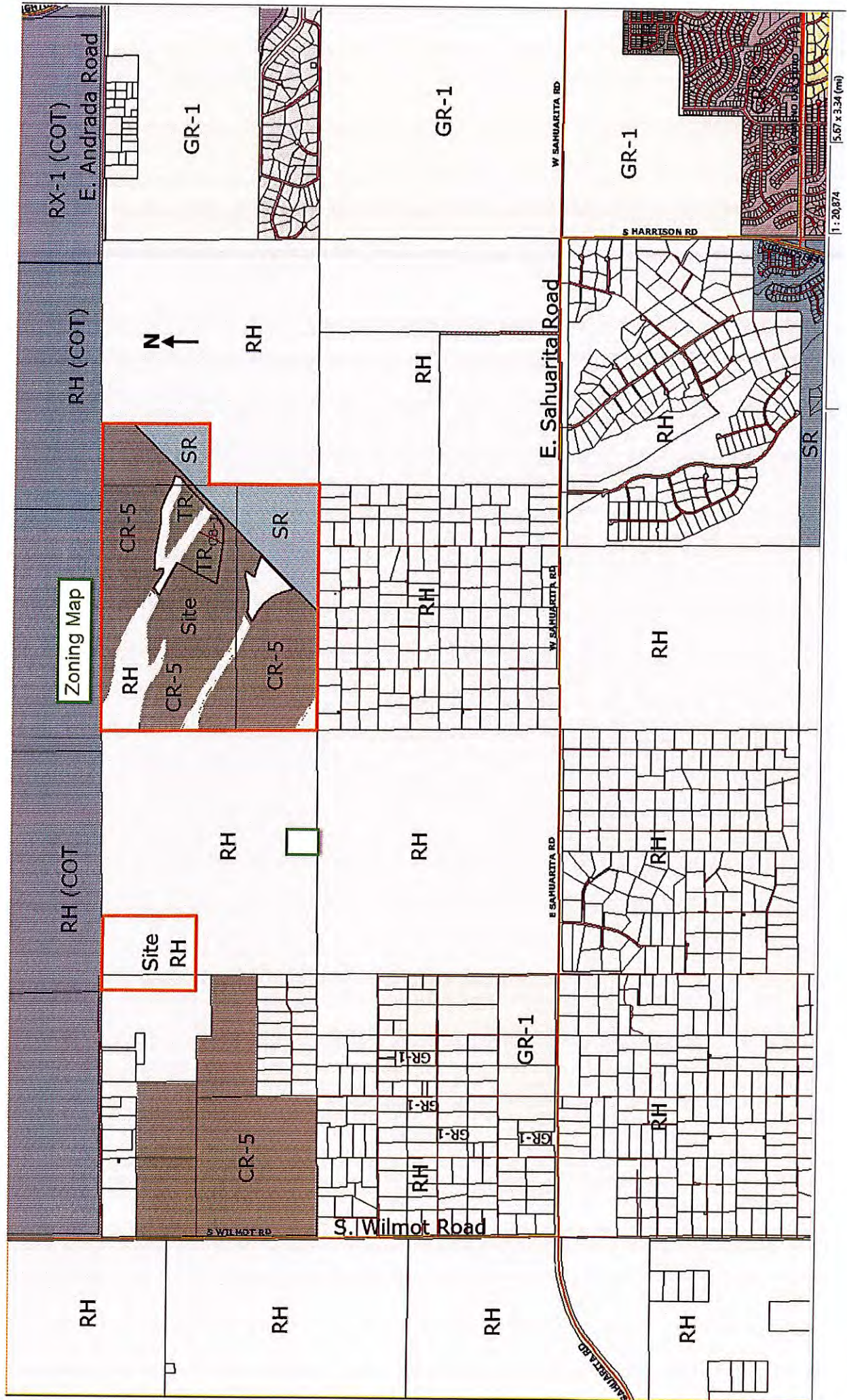
.....

- E. Lee Moore Wash Basin Special Area Policy: Development shall be regulated per the Lee Moore Wash Basin Management Study. This study provides hydrology and hydraulics to ensure consistency between land uses, identifies permanent natural flow corridors, and establishes Development Criteria in addition to those contained within Floodplain and Erosion Hazard Management Ordinances. This policy adopts by reference the entire Study including floodplain maps, flow corridor maps, flood hazard data, and development criteria as described in Development Criteria for the Lee Moore Wash Basin Management Study, as adopted by the Pima County Regional Flood Control District Board of Directors on June 1, 2010 (Resolution 2010-FC6).



1 : 20,874

5.67 x 3.34 (mi)





MEMORANDUM

DATE: May 1, 2017

TO: David Petersen

FROM: City of Tucson Planning and
Development Services

**SUBJECT: Referral No. P16SA00006
Co9-11-08 Rezoning Time Extension**

The proposed rezoning is from RH (Rural Homestead) to RH-R (Rural Homestead-Restricted), SR (Suburban Ranch), TR (Transitional), CR-5 (Multiple Residence - Small Lot Option), and CB-1 (Local Business) zones. The proposed land is approximately 716.3 acres and contains four parcels located in T17S, R15E. The area location is roughly 1.75 miles west of Houghton Road, and approximately 1 mile north of Sahuarita Road. The proposed rezoning site is within the *Rincon-Southeast Subregional Plan*. Plan policy calls for a cluster development approach in which building lots are reduced in size and buildings are sited closer together in order to preserve open spaces, native vegetation, washes, significant topography, and historic or archaeological resources. Staff has no objection or further comments.

P0230
PIMA CO CLERK OF THE BOARD
PICKUP



SEQUENCE: 20121630661
NO. PAGES: 10
ORDIN 06/11/2012 18:00
PICK UP
AMOUNT PAID: \$0.00

ORDINANCE 2012- 28

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA; RELATING TO ZONING; REZONING PROPERTY (PARCEL CODES 305-22-0030, 004A, 004B, 0050 AND 305-23-0140) IN CASE **Co9-11-08 ANDRADA INVESTORS LLC - ANDRADA ROAD (ALIGNMENT) REZONING** OF 637.3 ACRES FROM RH (RURAL HOMESTEAD ZONE) TO RH-® (RURAL HOMESTEAD ZONE - RESTRICTED), SR (SUBURBAN RANCH ZONE), CR-5 (MULTIPLE RESIDENCE ZONE) (SMALL LOT SUBDIVISION OPTION), TR (TRANSITIONAL ZONE) AND CB-1 (LOCAL BUSINESS ZONE), LOCATED APPROXIMATELY 1 ¾ MILES WEST OF HOUGHTON ROAD, ¾ MILE WEST OF ANDRADA ROAD, AND ONE MILE NORTH OF SAHUARITA ROAD AND 79 ACRES FROM RH (RURAL HOMESTEAD) TO RH-® (RURAL HOMESTEAD ZONE - RESTRICTED) LOCATED APPROXIMATELY 3 ¾ MILES WEST OF HOUGHTON ROAD, 2 ¾ MILES WEST OF ANDRADA ROAD, AND 1 ½ MILES NORTH OF SAHUARITA ROAD, AMENDING PIMA COUNTY ZONING MAPS NO. 387 AND EPC.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA:

Section 1. The 637.3 acres, located approximately 1 ¾ miles west of Houghton Road, ¾ mile west of Andrada Road, and one mile north of Sahuarita Road and the 79 acres, located approximately 3 ¾ miles west of Houghton Road, 2 ¾ miles west of Andrada Road, and 1 ½ miles north of Sahuarita Road, illustrated by the two shaded areas on the attached rezoning ordinance map (EXHIBIT A), which amends Pima County Zoning Maps No. 387 and EPC is hereby rezoned from RH (Rural Homestead Zone) to RH-® (Rural Homestead - Restricted Zone), SR (Suburban Ranch Zone), CR-5 (Multiple Residence Zone) (Small Lot Subdivision Option), TR (Transitional Zone), and CB-1 (Local Business Zone).

Section 2. Rezoning Conditions.

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. A master block plat along with the studies and/or plans required by various departments shall be submitted prior to any individual subdivision plats or development plans.
8. Transportation conditions:
 - A. The property owner/developer(s) shall dedicate 75 feet half right-of-way for Andrada Road, along the northern boundary of the rezoning.
 - B. The property owner/developer(s) shall dedicate 150 feet right-of-way, for Kolb Road along the western boundary of the western portion of the rezoning.
 - C. The property owner/developer(s) shall dedicate 75 feet half right-of-way for Rita Road, along the western boundary of the eastern portion of the rezoning.
 - D. Development shall comply with a 105 feet building setback measured from the centerline on Andrada Road located along the north boundary of the rezoning.
 - E. The property owner(s)/developer(s) shall enter into a Development Agreement with Pima County addressing, at a minimum, offsite improvements, phasing of access and right-of-way as approved by the Department of Transportation.

9. Flood Control conditions:

A. A Master Drainage Report shall be submitted with the Master Block Plat or the initial individual block individual block submittal whichever comes first for the Regional Flood Control District to determine 100-year water surface elevations for all lots and to analyze detention/retention requirements. The report shall determine final boundaries of the Lee Moore Wash Basin Management Study Flow corridors and associated Regulated Riparian Habitat for preservation within open space.

B. The property owner(s) shall dedicate right-of-way or easements for drainage and riparian preservation purposes to the Flood Control District and/or a Homeowners Association, as determined necessary during the development review process.

C. The property owner(s) shall provide all necessary on-site and off-site drainage related improvements at no cost to Pima County that are needed as a result of the proposed development of the subject property. The location, design and construction of said improvements shall be subject to the approval of the Flood Control District.

D. All-weather access shall be provided to all lots to meet concurrency requirements.

E. A Riparian Habitat Mitigation Plan and Conservation Plan shall be submitted during the development review process. This Plan shall address maintenance, restoration and mitigation of Regulated Riparian Habitat not just where it may be disturbed but also within the Lee Moore Wash Basin Management Study Flow Corridors on the developed portion of the project and also within the western set-aside area.

F. A final Integrated Water Management Plan (FIWMP) shall be submitted for review at the time of submittal of the block plat or development plans (for commercial) detailing conservation measures, including water harvesting and other indoor and outdoor conservation measures.

10. Wastewater Reclamation conditions:

A. The owner / developer shall construe no action by Pima County as a commitment of capacity to serve any new development within the rezoning area until Pima County executes an agreement with owner / developer to that effect.

B. By accepting this rezoning, the owner / developer acknowledges and agrees that there is no existing treatment facility for this development in the Southlands Service Basin and that the Corona de Tucson WRF was not designed to provide service for these downstream parcels. Any connection to the Corona de Tucson WRF will require augmentation of the treatment capacity.

C. By accepting this rezoning, the owner / developer acknowledges and agrees that in order to be served by the Corona de Tucson WRF, a conveyance system must be constructed by the owner / developer. Pima County shall decide whether this system will be conveyed to public ownership, or operated as a private sewer system by the owner / developer.

D. The owner / developer shall prepare a study of the sewer basin at his or her sole expense for the purposes of determining the routing and sizing of all off-site and on-site private or public sewer facilities necessary to provide both conveyance and treatment capacity and service to the rezoning area, and / or for the purpose of conceptual phasing of a pump station. The owner / developer shall fund, design and construct the necessary wastewater collection, conveyance and treatment facility improvements necessary to serve the rezoning area, as determined by the basin study.

E. The owner / developer shall sewer the rezoning area as directed below:

1) At the time of Block Platting, a detailed basin study and a financial analysis of all viable options shall be required to establish the method of sewer service and required capacity.

2) The rezoning area may be sewered using private gravity sewers and a private sewage pumping station that discharges via a private force main to the Corona de Tucson WRF, only if authorized by the Pima County Regional Wastewater Department in their written documentation that treatment capacity for the proposed development is available.

3) If Pima County allows the conveyance system to be public, the rezoning area may be sewered using public sewers, if and only if the owner / developer meets the following conditions:

a. The owner / developer may fund, design and construct 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.

b. Upon approval of the basin study, the owner / developer shall enter into a master sewer service agreement with Pima County that specifies the improvements to be made to Pima County's public sewerage system and their timing.

c. A sewer master sewer service agreement must be approved by the Pima County Regional Wastewater Reclamation Department prior to approval of a master block plat, any tentative plat, development

plan, sewer construction plan, or request for building permit.

d. Should the rezoning area be serviced to the Corona de Tucson Wastewater Treatment facility, the owner / developer shall provide all weather, unrestricted vehicular access to all new public sewer manholes within the rezoning area. The owner / developer shall obtain all necessary public sewer easements within the rezoning area prior to approval of a master block plat, any tentative plat, development plan, sewer construction plan, or request for building permit at his / her own expense.

F. No more than 90 days before submitting any tentative plat, development plan, sewer improvement plan or request for building permit for review, the owner / developer shall obtain written documentation that sanitary sewerage treatment and conveyance capacity for the proposed development will be available when needed to serve the development.

11. Office of Sustainability and Conservation conditions:

A. Landscaping in developed areas will be limited to native plants.

B. A Conservation Plan will be submitted with the initial submittal of the block plat and be approved by the Planning Director, or their designee, prior to the approval of the final block plat. The Conservation Plan will include, but not be limited to the following:

1) An evaluation of the potential to retain the existing stock tank for purposes of water harvesting, riparian resources, and as a source of water for wildlife. Where potential exists, recommendations as to how such purpose(s) can be accomplished will be included.

2) A program for the entirety of the rezoned property that will reduce grazing pressure to levels that will improve on-site ecological conditions. This program will also evaluate elimination of cattle grazing and present an implementation schedule, as appropriate.

3) A quantitative assessment of the entire project area to determine biological and vegetative quality and will: include observations of saguaro and Pima pineapple cactus; map areas suitable to receive transplanted and replacement specimens of saguaro, Pima pineapple cactus, and other plantings intended to augment undeveloped areas; and delineate any mitigation measures that exceed the regulatory requirements of the Native Plant Preservation Ordinance (18.72) for Pima pineapple cactus that will be implemented as part of block platting or subsequent subdivision platting stages.

4) Describe and generally identify the location of those water-harvesting measures that will be used to support and promote riparian areas and other re-vegetated areas.

12. Cultural Resources conditions:

A. If the recorded National Register-eligible cultural resources within the current development property cannot be avoided during construction, a cultural resources mitigation treatment plan shall be developed and implemented before any construction begins. The mitigation treatment will address impacts on the resources by archaeological data recovery (excavation). All work shall be conducted by an archaeologist permitted by the Arizona State Museum. Following rezoning approval, any subsequent development requiring a Type II grading permit will be reviewed for compliance with Pima County's cultural resources requirements under Chapter 18.81 of the Pima County Zoning Code.

B. A caution must be noted concerning human burials. Archaeological clearance recommendations do not exempt the construction and other ground-disturbing activities from compliance with State burial protection laws. In the event that human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State laws A.R.S. § 41-865 and A.R.S. § 41-844, require that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups.

13. Natural Resources, Parks and Recreation conditions:

A. With the submittal of a subdivision plat, a recreation area plan shall be submitted and meet the requirements of 18.69.090 Residential recreation area.

B. G047 Southlands Greenway, as identified in the Pima Regional Trail System Master Plan, shall be located on the southern side of Andrada Road and within the subject property, installed at the time Andrada Road is constructed and meet the greenway standards as stated in the master plan.

14. Environmental Planning conditions:

A. Upon the effective date of the Ordinance, the owner(s)/developer(s) of the rezoned property 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 the 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.

B. Maintenance of Lots by Owners: Lot Owners shall keep private lots free of invasive non-native plant species including but not limited to those listed below.

Invasive Non-Native Plant Species Subject to Control:

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

15. Adherence to the preliminary development plan shall be required. A maximum of 1,736 dwelling units shall be allowed.

16. A mix of housing types shall be provided to insure a diverse community. Single-family detached residential development shall not be allowed within the CAC mixed-use activity center or area(s).

17. A three hundred (300) foot wide lower-density residential buffer area shall be located along the perimeter of the site where residences exist adjacent to the project (Parcel "I" on the preliminary development plan). The buffer area shall allow no more than

one residence per acre, lighting shall be shielded and will be directed within the project, not offsite, and a fifty (50) foot minimum rear setback is required for buildings. The 300-foot transition area will be designated as a Study Area, with the uses within the Study Area further defined at the time of platting. Informational meetings with residents will be held during the refinement of land uses within the Study Area.

18. No two-story structures shall be allowed along the 300-foot perimeter of the property where there are abutting, existing residences. All homes located adjacent to the spine road within the property will be limited to single-story. Only single-story homes will be allowed on corner lots at intersections of neighborhood streets. No more than three, two-story houses will be constructed in a row. No continuous walls along the south property line or where there are abutting, existing residences.

19. The development shall incorporate safe and convenient facilities for children to walk to school and/or provide safe and convenient staging areas for children to wait for school buses.

20. If wells are used, they shall be located in the northern half of the rezoning site.

21. In the event the subject property is annexed, the property owner(s) / developers(s) 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.

22. The property owner(s) / developers(s) shall execute and record a document acceptable to the Pima County Community Development and Neighborhood Conservation Department indicating that the owner/developer shall contribute to the affordable housing trust fund as adopted by the Pima County Board of Supervisors on December 13, 2005, before a certificate of compliance is issued.

23. The property owner shall execute and record the following disclaimer regarding Prop 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)."

24. An alternative energy plan, including solar features within the homes similar to the Civano development, shall be submitted with the block plat.

25. The development shall provide enhanced water harvesting.

Section 3. Time limits, extensions and amendments of conditions.

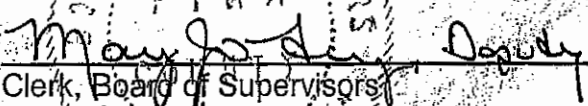
1. Conditions 1 through 25 shall be completed by April 3, 2017.
2. The time limit may be extended by the Board of Supervisors by adoption of a resolution in accordance with Chapter 18.91 of the Pima County Zoning Code.
3. No building permits shall be issued based on the rezoning approved by this Ordinance until all conditions 1 through 25 are satisfied and the Planning Official issues a Certificate of Compliance.
4. The rezoning conditions of Section 2 may be amended or waived by resolution of the Board of Supervisors in accordance with Chapter 18.91 of the Pima County Zoning Code.


Section 4. The effective date of this Ordinance shall be on the date of the signing of this Ordinance by the Chairman of the Board of Supervisors.

Passed and adopted by the Board of Supervisors of Pima County, Arizona, on this
5th day, June, 2012.

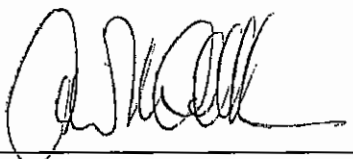


Chairman of the Board of Supervisors 6/5/12

ATTEST: OF SUPERVISORS
PIMA
ARIZONA


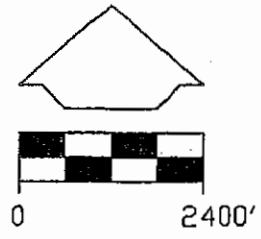
Clerk, Board of Supervisors


Deputy County Attorney
ANDREW FLAGG

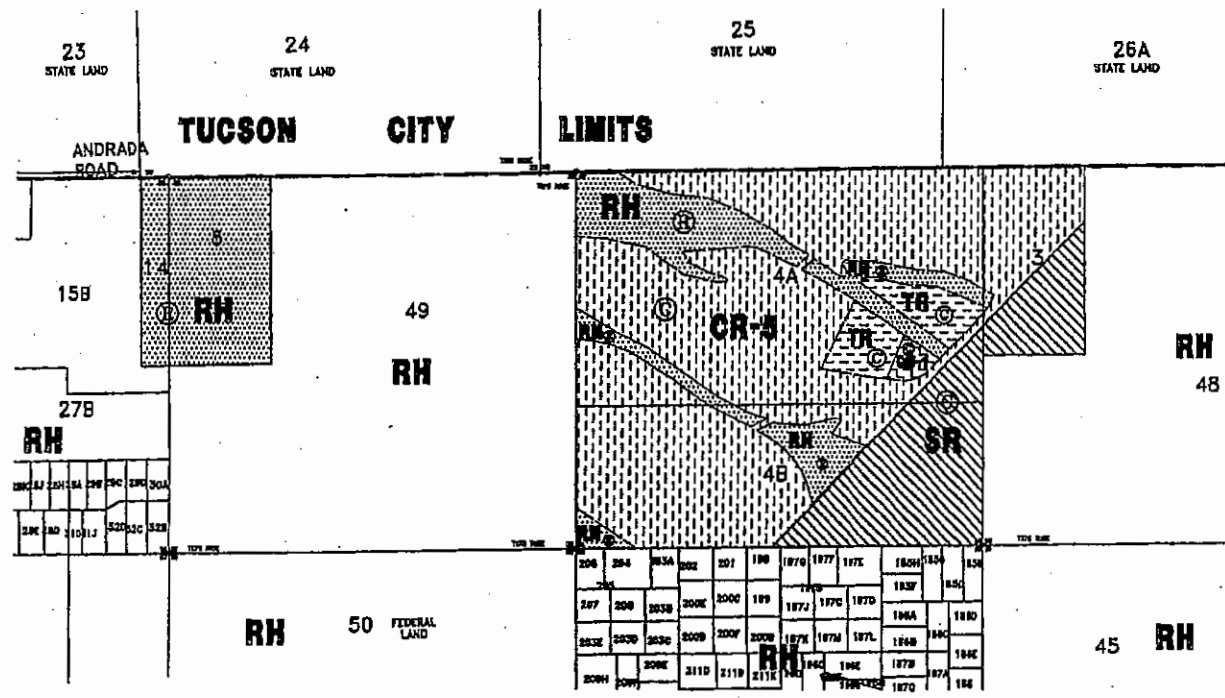


Executive Secretary,
Planning and Zoning Commission

AMENDMENT NO'S, 3, 134 BY ORDINANCE NO. 2012-28
 TO PIMA COUNTY ZONING MAP NO'S, 387, EPC TUCSON, AZ.
 PARCEL'S 030, 04A, 04B, 050 & 140 LOCATED IN THE W 1/2 OF
 NW 1/4 OF SEC 3, SEC 4, W 1/2 OF NW 1/4 OF SEC 5 AND
 PORTION OF NE 1/4 OF SEC 6 ALL WITHIN T17S R15E.



ADOPTED June 5, 2012 EFFECTIVE June 5, 2012



[Handwritten Signature]

EXECUTIVE SECRETARY PIMA COUNTY PLANNING AND ZONING COMMISSION

© NO BUILDING PERMITS WITHOUT CERTIFICATE OF COMPLIANCE
 FROM RH 716.3 ac±
 ds-APRIL 30, 2012

CO9-11-08
 CO7-05-17
 CO7-05-18



SEQUENCE: 20141280191
NO. PAGES: 16
AG 05/08/2014 12:12
PICK UP
AMOUNT PAID: \$0.00

150 W. Congress
Tucson, Arizona 85701

HOOK M DEVELOPMENT AGREEMENT

This Agreement, known as the Hook M Development Agreement (the "Agreement"), is entered into by Andrada Investors, L.L.C., an Arizona limited liability company ("Developer") and Pima County, a body politic and political subdivision of the State of Arizona (the "County").

RECITALS

A. On June 5, 2012 the Pima County Board of Supervisors approved a rezoning (Co9-11-08) of that certain property legally described on Exhibit "A" attached hereto (the "Property"), subject to standard and special conditions.

B. The rezoning conditions require that the Developer and County enter into a development agreement to provide for the construction and phasing of certain infrastructure related to the development of the Property.

C. Developer and County are hereby entering into this Agreement to satisfy the above condition and to provide for orderly development of the Property.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein, the County and Developer agree as follows:

1. Authority/Recitals. Developer and County are entering into this agreement pursuant to Pima County Ordinance 2012-28 and A.R.S. § 11-1101 *et seq.* The Recitals set forth above are hereby incorporated into this agreement as though fully set forth herein.
2. Property. "Property" as used in this Agreement means the land legally described and depicted on Exhibits A and B attached hereto and incorporated by this reference.
3. Design and Construction of Off-Site Transportation Improvements. Subject to the terms and conditions set forth below, Developer shall be obligated to design and construct the following off-site transportation improvements with respect to the Property (the "Off-Site Transportation Improvements"):
 - 3.1. Phase One Andrada Road Extension: Prior to issuance of the first certificate of occupancy for any dwelling unit on the Property, Developer shall:

- 3.1.1. Design a 4-lane roadway extending Andrada Road from Houghton Road to the project entrance as shown on Exhibit C ("Andrada Road Extension"). The Andrada Road Extension shall be designed in accordance with the Pima County Cross Section attached hereto as Exhibit D;
 - 3.1.2. Obtain approval from the Arizona State Land Department ("ASLD") for the necessary right of way to construct the Andrada Road Extension; and
 - 3.1.3. Construct the first two lanes of the Andrada Road Extension in accordance with the Pima County Cross Section attached hereto as Exhibit D and in compliance with the approved plans and specifications. ("Phase One Andrada Road Extension").
 - 3.1.4. Intersection Improvements. Construct improvements at the intersection of Houghton and Andrada, as determined necessary by County DOT. The need and required timing for intersection improvements at Houghton, if any, shall be determined by the County based on a traffic impact study (the "Traffic Study") to be obtained by Developer, at Developer's cost, and approved by County prior to recordation of the master block plat for the Property. All costs of design, construction and right of way acquisition for the Phase One Andrada Road Extension, including any required intersection improvements, are eligible for impact fee credits/reimbursement as set forth below.
- 3.2. Phase Two Andrada Road Extension: Prior to issuance of building permits that would result in more than 800 single family residential units on the Property, Developer shall construct the remaining two lanes of the Andrada Road Extension in accordance with the Pima County Cross Section attached hereto as Exhibit D. ("Phase Two Andrada Road Extension"). All costs of design, construction and right of way acquisition for the Phase Two Andrada Road Extension, including any required intersection improvements, are eligible for impact fee credits/reimbursement as set forth below.
- 3.3. Off-Site Alternative: If Developer, despite its best efforts, has not been successful in obtaining ASLD's approval for the sale of the right-of-way for the Andrada Road Extension as provided in Section 3.5 below, and any requisite approvals from the City of Tucson, by the date that is 36 months after Developer's application to ASLD, then Developer may propose an alternative design for the Andrada Road Extension, based on an updated Traffic Study, that is acceptable to the County ("Off-Site Alternative").
- 3.4. Relocation/Undergrounding of Utilities. Developer and the County shall cooperate to attempt to design and locate the Andrada Road Extension in a manner that minimizes required relocation or undergrounding of existing power lines or poles located along or near the section line and the moving of existing underground utilities but is still consistent with County requirements and does not increase on-going County maintenance costs.

- 3.5. ROW Acquisition: Developer will make application to acquire all necessary rights of way and/or easements from private property owners and public property owners, including the ASLD and the United States Bureau of Land Management, for the Off-Site Transportation Improvements.
- 3.5.1. The County will cooperate with such efforts, including but not limited to serving as the applicant on all governmental applications and assisting in the processing of such applications, provided that County will not be required to bear any expenses associated with the process.
- 3.5.2. If, despite Developer's best efforts, Developer is unsuccessful in acquiring necessary rights-of-way from other third party landowners outside the Property, then the County will, at Developer's request, acquire the property by negotiated acquisition or through exercise of its powers of eminent domain. Developer shall be responsible for all costs of acquisition, including, if a condemnation action is brought, any award to the property-owner, whether for compensation or attorney fees or other damages, and the County's cost of bringing and prosecuting the action, including the County's attorney fees and/or the cost of in-house counsel. Developer will deposit funds, in an amount reasonably estimated by County as sufficient to cover the above amounts, with the County prior to the County bringing any condemnation action. If that estimate exceeds 200% of the appraised value for such property, County and Developer shall determine the best method of proceeding with the acquisition.
- 3.6. Transportation Impact Fees. Impact fees collected from within the Property shall be held in the Pima County Mountain View Impact Fee Benefit Area account but Pima County shall keep track of the fees paid by the Property (the "Hook M Transportation Impact Fees"). As Developer designs and constructs eligible Off-Site Transportation Improvements, the Hook M Transportation Impact Fees, if available, shall be used to reimburse Developer for such eligible costs. If there are not sufficient collected Hook M Transportation Impact Fees to pay the full cost to design and construct the eligible Off-Site Transportation Improvements as the work is being done, then Developer shall be entitled, at its election, to either: (i) reimbursement of such costs from future collected Hook M Transportation Impact Fees; (ii) credits for such costs against County transportation impact fees due with respect to the Property pursuant to A.R.S. § 11-1102. In no event will County provide reimbursement or credits that, in total, exceed the amount of the Hook M Transportation Impact Fees. Credits shall be granted on a first come, first served basis as building permits are requested at the then-current transportation impact fee rate, which the County may change from time to time. The total amount of reimbursement or credits shall not exceed the total eligible costs. Developer must provide County with appropriate documentation establishing to the County's reasonable satisfaction the total amount of eligible costs.
- 3.7. Design, Inspection and Approval. Developer shall design, engineer and construct the Off-Site Transportation Improvements in accordance with County design

standards. Before construction, the Developer shall submit the design plans for the Off-Site Transportation Improvements to the County for review and approval. The County shall inspect the Off-Site Transportation Improvements. If the County finds that the Off-Site Transportation Improvements were completed in substantial conformance with the approved plans and in compliance with all applicable County standards, the County shall approve the Off-Site Transportation Improvements, Developer will convey the Off-Site Transportation Improvements to the County, and the County will accept ownership and maintenance responsibility for improvements located in the County. County shall not withhold its approval of the County Off-Site Transportation Improvements unreasonably.

- 3.8. As-Built Drawings. Upon completion of the Off-Site Transportation Improvements, the Developer's engineer shall provide to the County as-built drawings and shall certify that the Off-Site Transportation Improvements were constructed in accordance with the approved plans. The Developer shall, at the completion of construction provide the County a warranty from the contractor stating that the Off-Site Transportation Improvements will be free from any material defect for a period of two years from the date the County accepts maintenance of the last Off-Site Transportation Improvements completed by the Developer. The warranty shall run to the benefit of the Developer and the County.
 - 3.9. The Parties agree that, under A.R.S. §28-6713(G) et seq., the Developer can perform the County Off-Site Transportation Improvements on a negotiated contract basis in lieu of obtaining public bids for the construction and it shall not be a requirement that the County Off-Site Transportation Improvements be publicly bid in order for the same to be dedicated to and accepted by the County. The Developer shall be diligent in negotiating the costs for the County Off-Site Transportation Improvements that are reasonable and consistent with the cost of work of similar nature within the County. The Developer shall provide the County with a copy of the contractor's estimate of total costs for review prior to the notice to proceed to the construction. Notwithstanding the foregoing, the Developer agrees that it will conduct a bidding process for the construction if the County requests it to do so.
 - 3.10. The Off-Site Transportation Improvements described in this Section 3 are the only off-site transportation improvements that Developer will be required to construct in connection with the development of the Property.
4. Wastewater. The Property is planned to be served by the Corona de Tucson Wastewater Treatment Plant (the "Treatment Plant"). Developer will be responsible for the design and construction of any pump stations, force mains and/or delivery lines from the Treatment Plant to the Property as well as all on-site wastewater improvements necessary to serve the Property (the "Wastewater Improvements").
 - 4.1. Developer shall negotiate a separate Master Sewer Service Agreement with the County prior to recordation of the master block plat for the Property, which Master Sewer Service Agreement shall be consistent with this Agreement and shall more

specifically identify the design, bid, construction, acceptance, administration, operation, and maintenance requirements for the Wastewater Improvements.

- 4.2. Connection Fees and Treatment Capacity. The Master Sewer Service Agreement shall provide that the County shall charge, for each sewer connection within the Property, both residential and commercial, a connection fee at the then-current rate established in the Pima County Code. If, at any time, there is insufficient sewer capacity to serve the Property, the Developer will agree to expand the capacity of the Treatment Plant at Developer's cost to the extent necessary to serve the Property, in a manner acceptable to County. If Developer funds an expansion of the Treatment Plant, Developer will be entitled to reimbursement for the cost of the expansion in the form of County sewer connection-fee credits or rebates in the manner provided by the Pima County Code. The timing and manner of such connection fee reimbursements and credits shall be identified in the Master Sewer Service Agreement. The Developer shall have the right to convey wastewater credits to homebuilders tributary to the Treatment Plant, with appropriate notice to County.
 - 4.3. The Master Sewer Service Agreement shall incorporate details of any required Special Facilities Agreements, and the method of payment of any fees associated with the operation of such facilities.
 - 4.4. The Wastewater Improvements described in this Section 4 are the only off-site wastewater improvements that Developer will be required to construct in connection with the development of the Property and nothing in this Agreement requires the Developer to address increased wastewater-collection and treatment-capacity needs caused by development of land other than the Property.
5. Protected Development Right. Pursuant to A.R.S. § 11-1202(F), the Preliminary Development Plan (the "Plan") as presented and approved at by the Board of Supervisors at the rezoning public hearing is hereby designated a protected development right plan, as such term is defined by A.R.S. § 11-1201. County and Developer each acknowledge that granting a protected development right to undertake and complete the development shown on the Plan and permitted under current zoning regulations will promote reasonable certainty, stability and fairness in the land use planning and regulatory process and secure the reasonable investment backed expectations of Developer. The protected development rights granted by this paragraph are governed by the following:
 - 5.1. Term. Pursuant to A.R.S. § 11-1203(A), Developer's protected development right for all development within the Plan as described herein shall terminate ten (10) years after execution and recording of this Agreement (the "PDR").
 - 5.2. Governing Rules. Under the PDR, the development of the Plan shall be governed by the applicable provisions of the Pima County Zoning Code in effect on the effective date of this agreement. Developer's protected development rights, as established by this Agreement, precludes the enforcement against the Property of any other legislative or administrative land use regulation by the County or pursuant

to an initiated measure that would change, alter, impair, prevent, diminish, delay or otherwise impact the development or use of the Property. Notwithstanding the foregoing, the County may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the property as set forth in Ordinance 2012-28, the Plan and this Agreement:

- 5.2.1. Provisions adopted with the written consent of the affected landowner.
- 5.2.2. On findings, by ordinance or resolution and after notice and a public hearing, that natural or man-made hazards on or in the immediate vicinity of the Property, if uncorrected, would pose a serious threat to the public health, safety and welfare if the project were to proceed as approved pursuant to this Agreement and the Plan.
- 5.2.3. On findings, by ordinance or resolution and after notice and a hearing, that the landowner or his representative intentionally supplied inaccurate information or made material misrepresentations that made a difference in the County's approval of the Plan or any other plat, plan or permit based on the Plan.
- 5.2.4. On the enactment of a state or federal law or regulation that precludes development as approved in the Plan and pursuant to this Agreement, in which case the governing body of Pima County, after notice and a hearing, may modify the affected provisions, on a finding that the change in state or federal law has a fundamental effect on the protected development rights.
- 5.2.5. The PDR granted by this Agreement does not preclude the enforcement of a subsequently-adopted overlay zoning classification that imposes additional requirements that do not affect the allowable type or density or use, or the infrastructure to serve same, or ordinances or regulations that are general in nature and that are applicable to all property subject to regulation by the County, such as building, fire, plumbing, electrical and mechanical codes. The protected development rights do not preclude, change, or impair the authority of the County to adopt and enforce zoning ordinance provisions governing nonconforming property or uses.
- 5.2.6. Nothing herein shall be construed as diminishing or altering the authority of the County to exercise its eminent domain powers or to adopt or increase development impact fees authorized by A.R.S. §§ 11-1102 and 11-1103 or sanitary sewer user or connection fees authorized by Title 13 of the Pima County Code.
- 5.2.7. Nothing in this Agreement shall affect the claims of the Parties, if any, regarding the vesting of all or a portion of the Plan as a matter of common law, either during the term of or following termination of this Agreement.

6. General Provisions.

- 6.1. Binding Effect and Recording. The obligations of the Developer under this Agreement will run with the land and will be binding upon each successor owner of any portion of the Property, without the necessity of any explicit assignment and acceptance. Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof. Developer will be released from obligations under this Agreement that apply to any portion of the Property conveyed by Developer to another person, but only to the extent that the new owner has entered into an agreement with the County as contemplated in Section 6.16 below, and has in that agreement agreed to perform those obligations. This does not relieve Developer of any obligations that accrued prior to the conveyance. Upon execution hereof, this Agreement shall be recorded in the Office of the Pima County Recorder for Pima County, Arizona.
- 6.2. 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 and the owners of that portion of the Property. The amendment or cancellation shall be recorded in the Office of the Pima County Recorder.
- 6.3. Effective Date and Term. The effective date of this Agreement (the "Effective Date") is the date the Agreement is signed by all the Parties. This Agreement expires twenty-five (25) years from the Effective Date, except that any applicable indemnification and insurance requirements required by this Agreement shall continue in full force and effect.
- 6.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The 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. The Developer and the County warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the County that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of this Agreement.
- 6.5. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the County or the 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.
- 6.6. 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. The signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

- 6.7. Notices. Any notice to be given or served (and any election to be made or delivered) upon any party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received (or made and delivered) three (3) days after a Certified or Registered letter containing such notice (or selection), properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by Registered or Certified mail, it shall be deemed to have been given (or made) when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at the following addresses:

DEVELOPER	COUNTY
Andrada Investors, LLC 2200 E. River Rd. #115 Tucson, AZ 85718 Attn: David Goldstein	Pima County Administrator 130 W. Congress 10th Floor Tucson, AZ 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.

- 6.8. 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.
- 6.9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. The Parties acknowledge and agree that this Agreement does not replace, supersede or amend the Plan or the conditions of rezoning of the Property.
- 6.10. Exhibits. The exhibits in this Agreement are fully incorporated herein as if set forth at length in the body of this Agreement.
- 6.11. 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.
- 6.12. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, which are incorporated into this Agreement by this reference.

6.13. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency or other arrangement between the parties hereto. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation and no such other person, firm, organization or corporation to a party hereto shall have any right or cause of action, except as specifically set forth herein.

6.14. Representatives, Mediation, Default and Non-Liability.

6.14.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the County and the Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and the Developer. The initial representative for the County (the "County Representative") shall be the County Administrator or his designee and the initial representative for the Developer shall be its project manager, as identified by the Developer from time to time (the "Developer Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

6.14.2. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) calendar days of a written demand from one party to the other invoking this mediation right, any of the parties may request the presiding judge of the Superior Court of Pima County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

6.14.3. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of thirty (30) business days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within thirty (30) days, the cure, to be timely, must be commenced within the 30-day period, and diligently pursued to completion. The notice must specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. 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, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

- 6.14.4. Non-Liability of County and District Officials and Employees. No member, official or employee of the County shall be personally liable to the Developer, or any successor in interest or successor owner of any portion of the Property, for any obligation of the County under this Agreement or any default or breach of such an obligation by the County, or for any amount that may become due to the Developer or successor under this Agreement. This does not preclude Developer or a successor from obtaining injunctive relief against the County or a County official through a mandamus or other special action.
- 6.15. Attorney's 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 attorneys' fees and court costs.
- 6.16. Sub-agreements. The County and the Developer hereby acknowledge that the development of the Property may be accomplished by the Developer through a series of sales, leases, joint ventures and/or other agreements and arrangements with other experienced developers, investors and owners of real property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors or owners may desire to negotiate and enter into separate and subordinate development agreements with the County and/or the Developer with respect to infrastructure improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the County and/or the Developer. The parties hereby agree that any and all development agreements entered into with any such developer, investor or owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and, in the event of any conflict or discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement, this Agreement shall govern and control.
- 6.17. 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. The County Administrator is authorized to sign any such documents on behalf of the County, but this does not authorize the County Administrator to agree to an Amendment of this Agreement, or approve additional development agreements as described in Section 6.16 above.
- 6.18. 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.

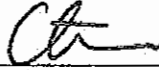
6.19. Severability. If any provision, other than the financing provisions, of this Agreement is declared void or unenforceable, such declaration shall have no effect on those portions of the Agreement not declared void.

6.20. Termination Upon Sale to End Purchaser or User. This Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot that has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement, or entitled to its benefits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Andrada Investors, LLC

By: **Diamond Ventures, Inc., Manager**

By: 

Its: President

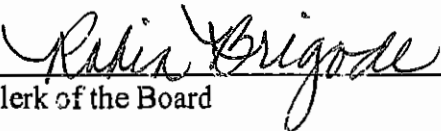
Date: 2/18/14

Pima County

By: 
Chair, Pima County Board of Supervisors

Date: APR 01 2014

Attest:


Clerk of the Board

Approved as to form:


Deputy County Attorney

REGINA NASSEN

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing Agreement was acknowledged before me this 18th day of FEBRUARY, 2014, by David Goldstein, the President of Diamond Ventures, Inc., an Arizona corporation, as the Manager of Andrada Investors, LLC, an Arizona limited liability company, on behalf of the company.

Nicola Madsen
Notary Public

My Commission Expires: 6/23/2017

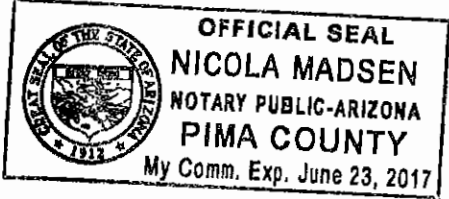


EXHIBIT "A"

Parcel 1

Lot 4 and the Southwest Quarter of the Northwest Quarter of Section 3, Township 17 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel 2

Section 4, Township 17 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the South Half of the South Half AND the South Half of the North Half of the South Half thereof.

Parcel 3

The South Half of the South Half AND the South Half of the North Half of the South Half of Section 4, Township 17 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel 4

Lot 4 and the Southwest Quarter of the Northwest Quarter of Section 5, Township 17 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel 5

Lot 11 and the East Half of the East Half of the Southeast Quarter of the Northeast Quarter of Section 6, Township 17 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Exhibit "B"

Property Depiction

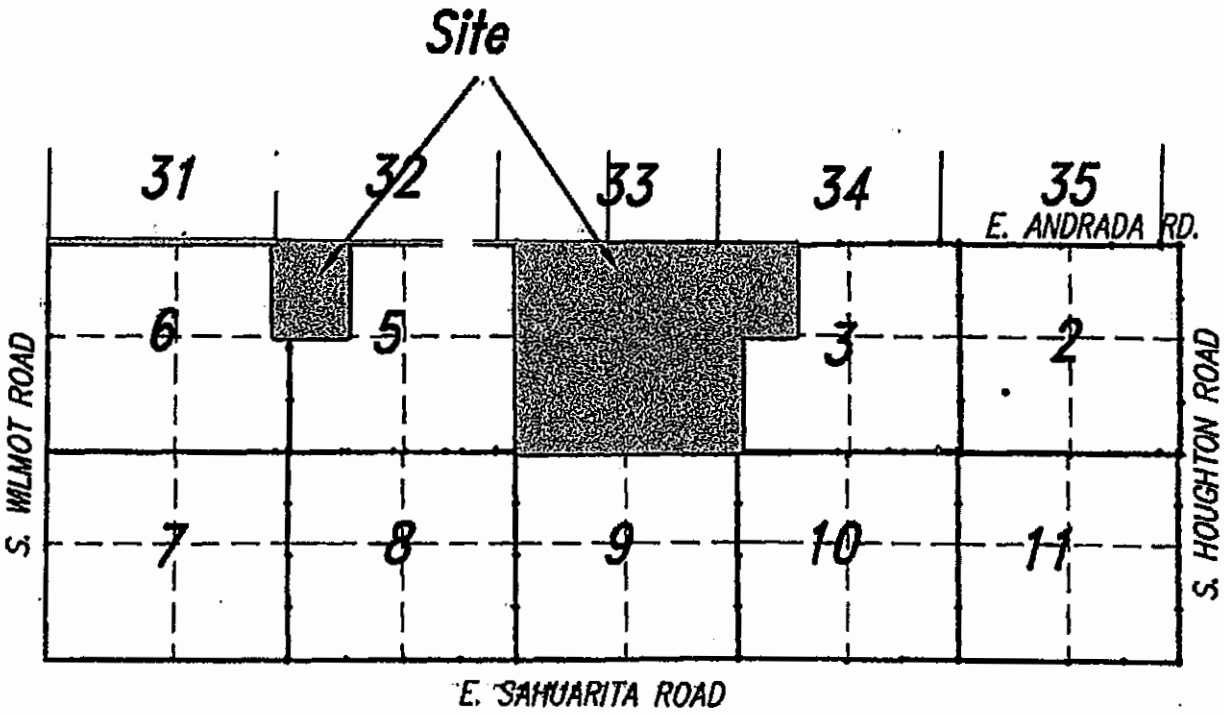


Exhibit C

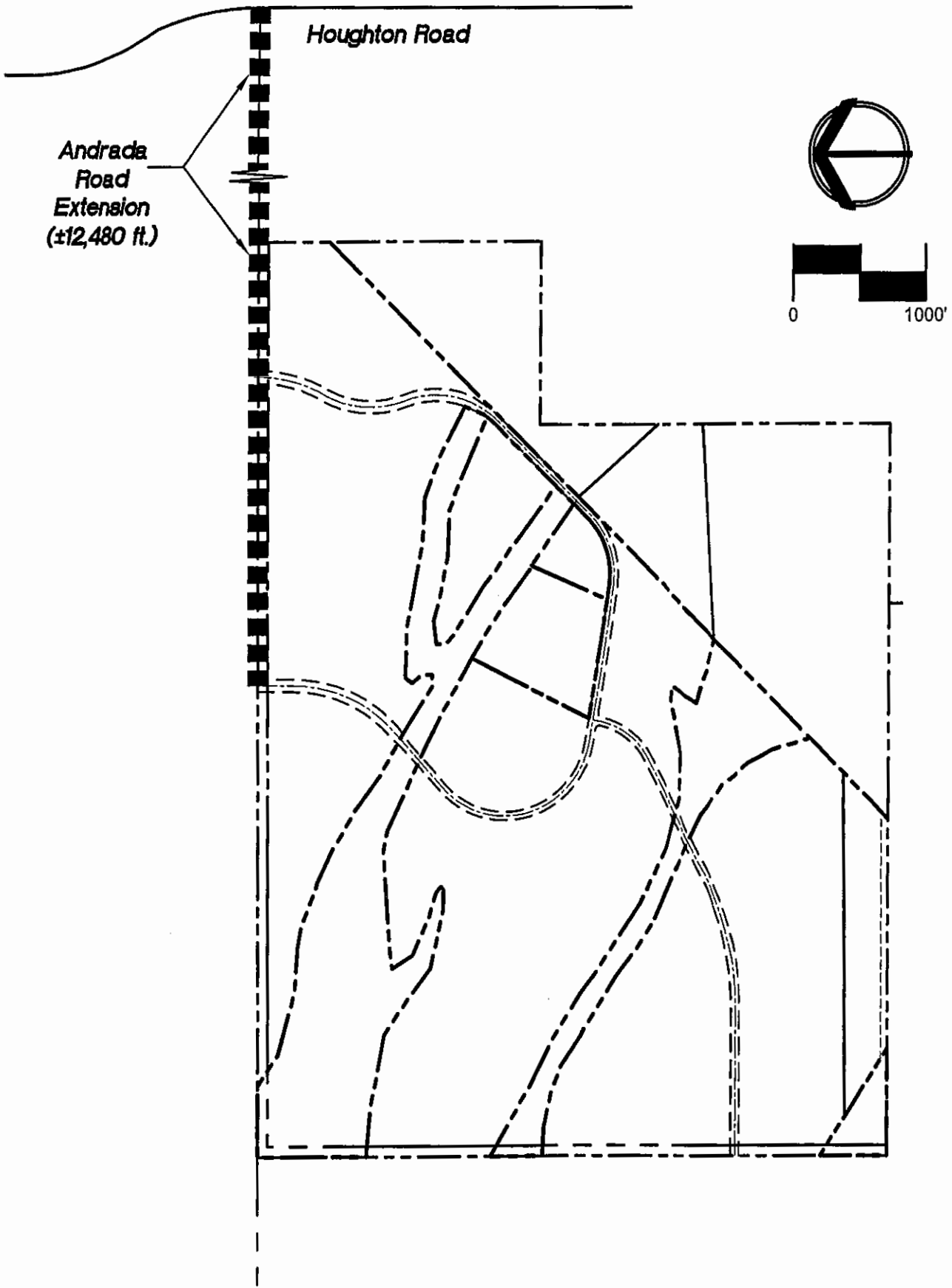
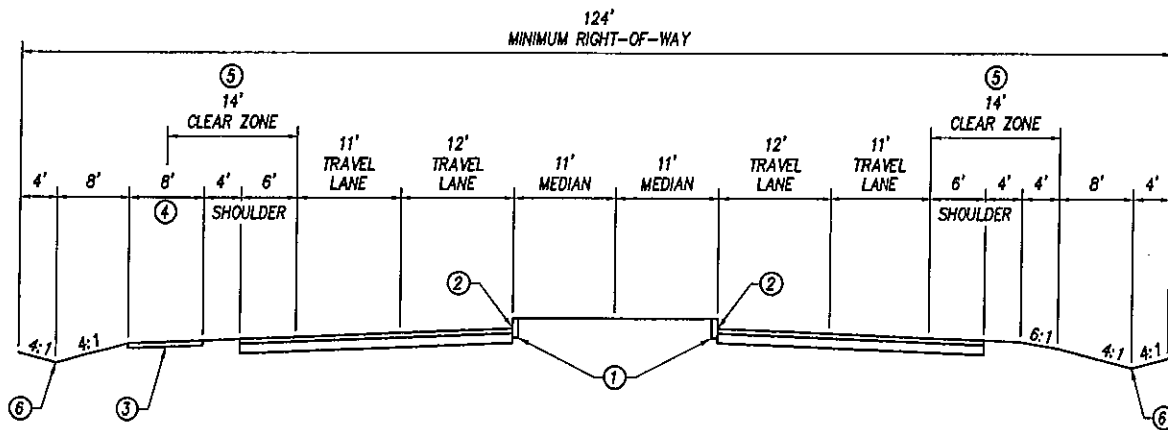


EXHIBIT "D"



- ① MOUNTABLE (H=6") CONC. VERTICAL CURB PER PC/COT SD 209, TYPE 1 (TYP.)
- ② MEDIAN CONTROL PROFILE GRADE AND AXIS OF ROTATION, HORIZONTAL LOCATION MAY VARY.
- ③ PEDESTRIAN WALKWAY.
- ④ 8' MEANDERING ASPHALT WALKWAY, SOUTH SIDE ONLY.
- ⑤ FOR CLEAR ZONE REQUIREMENTS, REFER TO AASHTO ROADSIDE DESIGN GUIDE, 2002 (CHAPTER 3).
- ⑥ A 2' MINIMUM DEPTH ROADWAY CHANNEL IS REQUIRED TO PREVENT SURFACE OR OFF-SITE WATER FROM ENTERING THE SUBGRADE.

TYPICAL SECTION FOR 4-LANE DIVIDED ROAD ANDRADA ROAD RIGHT-OF-WAY


AGREEMENT

This Agreement (the "Agreement") by and between the Vail School District (the "District") and Andrada Investors, LLC (the "Developer"), its successors, assigns and/or optionees for the project known as Hook M (the "Project") which is being planned for development, hereby set forth the following:

In consideration of the potential impact of the Project on the resources of the Vail School District, the parties have agreed to the following:

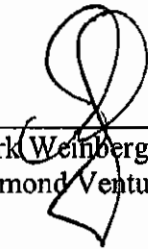
- High quality schools are in the best interest of the Vail School District, present and future residents of the District and Andrada Investors, LLC.
- As the Developer of Hook M, you will fulfill your responsibility by agreeing to contribute an "Education Fee" of One Thousand, Three Hundred and Fifty Dollars (\$1,350.00) for each residential lot in Hook M, if the platting and rezoning are approved as presented to the Pima County.
- The Education Fee will be paid at closing of the sale of each house and shall be from Seller's proceeds at closing and shall not be shown as a charge against Buyer on the closing statement for any house.
- The obligation to pay the Education Fee shall terminate if at any time a mandatory school impact fee in an amount equal to or greater than the Education Fee is imposed by the State of Arizona or any of its political subdivisions on residential development within the project. If a mandatory school impact fee in an amount less than the Education Fee becomes legally binding on the residential development within the project, the Education Fee shall be reduced by the difference between the mandatory school impact fee and the Education Fee.
- Upon the payment of the One Thousand, Three Hundred and Fifty Dollar (\$1,350.00) Education Fee with respect to any residential lot, that lot shall be automatically released from the terms of this agreement
- The Developer of Hook M agrees to donate one school site of approximately fifteen acres at a location on the property to be mutually agreed upon, for the District to establish a school having all or part of a kindergarten through eighth grade curriculum, subject to the District contributing a mutually agreed upon share of the infrastructure costs to serve the site

Sincerely,

YAIL SCHOOL DISTRICT

Calvin Baker
Superintendent

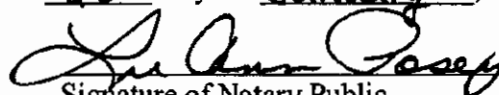
The foregoing is hereby agreed to this 20th day of January, 2012, by:

ANDRADA INVESTORS, LLC

By: 
Mark Weinberg, Vice-President, Land Development
Diamond Ventures, Inc., its Manager

STATE OF ARIZONA)
) ss
County of Pima)

Subscribed and sworn to before me this 20th day of January, 2012, by
Calvin Baker.

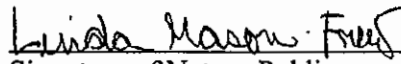

Signature of Notary Public

Notary Public, State of Arizona
My Commission Expires: August 31, 2014



STATE OF ARIZONA)
) ss;
County of Pima)

Subscribed and sworn to before me this 11th day of JANUARY, 2011, by
Mark Weinberg.


Signature of Notary Public

Notary Public, State of Arizona
My Commission Expires: 5/10/13



CORONA DE TUCSON FIRE DEPARTMENT

99 E. Tallahassee Drive
Coronal, AZ 85641

JAN 24 2012

JE

January 23, 2012

Mr. Arlan Colton
Manager, Pima County Planning Department
201 N. Stone Avenue
Tucson, AZ 85701

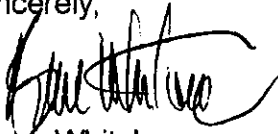
RE : **Co9-11-08 Andrada Investors, LLC Rezoning Request**
Hook M/Andrada Road Alignment

Dear Arlan:

The Corona de Tucson Fire Department has been working with Andrada Investors since the Comprehensive Plan Amendments back in 2005. We have discussed provision of fire protection and emergency medical services for the proposed project, including annexation of the property into the fire district at the appropriate time.

Corona de Tucson Fire Department is supportive of developments that provide necessary infrastructure to support the future residents of the development, which we believe Hook M as currently planned will do.

Sincerely,



Bruce Whitehouse
Fire Chief

Original Rezoning Approval Co9-11-08

BOS Minutes 4-3-12

18. FRANCHISE/LICENSE/PERMIT: Liquor License

12-05-9102, Robert Patrick Robley, Tucson International Raceway, L.L.C., Series 7, Beer and Wine Bar, Person Transfer and Location Transfer.

The Chairman inquired whether anyone wished to be heard. No one appeared. It was thereupon moved by Supervisor Bronson, seconded by Supervisor Elías and unanimously carried by a 5-0 vote, to close the public hearing, approve the license subject to the Sheriff's report and forward the recommendation to the Arizona State Liquor Licenses and Control.

19. DEVELOPMENT SERVICES: Rezoning

Co9-11-08, ANDRADA INVESTORS L.L.C. – ANDRADA ROAD (ALIGNMENT) REZONING

Request of Andrada Investors L.L.C., represented by Engineering and Environmental Consultants, Inc., for a rezoning of two sites (referred to as the "east site" and the "west site") totaling approximately 716.3 acres. The "east site" (approximately 637.3 acres) is a rezoning from RH (Rural Homestead) to RH-® (Rural Homestead – Restricted), SR (Suburban Ranch Zone), CR-5 (Multiple Residence Zone) (Small Lot Subdivision Option), TR (Transitional Zone), and CB-1 (Local Business Zone) and is located approximately 1 3/4 miles west of Houghton Road, 3/4 mile west of Andrada Road, and 1 mile north of Sahuarita Road. The "west" site (approximately 79 acres) is a rezoning from RH (Rural Homestead) to RH-® (Rural Homestead – Restricted) and is located approximately 3 3/4 miles west of Houghton Road, 2 3/4 miles west of Andrada Road, and 1 1/2 miles north of Sahuarita Road. The proposed rezoning conforms to the Pima County Comprehensive Plan, Co7-00-20. On motion, the Planning and Zoning Commission voted 7-1 (Commissioner Holdridge voted NAY, Commissioners Steinbrenner and Membrilla were absent) to recommend APPROVAL WITH STANDARD AND SPECIAL CONDITIONS. Staff makes NO RECOMMENDATION. (District 4)

Arlan Colton, Planning Director, offered the staff report and advised that a portion of the site was located within the Maeveen Marie Behan Conservation Lands System, and that there had been minimal public comment. Mr. Colton stated that should the Board decide to approve the rezoning, staff recommended that Condition No. 26 be deleted as a condition and with the Planning and Zoning Commission's recommendation that if the 79 acre western site was ever traded, that it be traded for Conservation Land System Land or Pima Pineapple Cactus Conservation Land.

Bill Carroll, Engineering and Environmental Consultants, provided an overview of their work with County staff. He felt that they had worked hard to develop a plan that requested 200 less homes than allowed by the Comprehensive Plan, allocated 40% more open space than required, that the owner had committed to build two lanes of public roadway in the area, and that they had worked with the Vail Unified School District to provide a much-needed education site in the area. Mr. Carroll stated that they would be working diligently over the next 5-7 years to comply with

all of the requirements of the rezoning so that they would be prepared to move forward to meet the community needs when the time was appropriate. He summarized by stating that the neighborhood, fire district, and school district all supported this project.

On consideration, it was moved by Supervisor Carroll and seconded by Supervisor Bronson, to close the public hearing, approve the rezoning request with standard and special conditions which included the deletion of Condition No. 26, and to direct the County Administrator that if the 79 acre western site was ever to be traded, that it be traded for Conservation Land System Land or for Pima Pineapple Cactus Conservation Land.

No vote was taken as this time.

Supervisor Elías stated approval of the rezoning was premature and that matters pertaining to Painted Hills still needed further discussion. He asked the maker of the motion to continue this item for 90 days for further discussion and review of the conditions, and questioned the rush to approve this rezoning at this time.

Supervisor Carroll responded that the fast turn-around time on this rezoning was directly related to the lack of work in Development Services. He stated the surrounding community had been thriving since the 1960's and this rezoning would help meet the community needs. Supervisor Carroll stated that his original motion would stand and called for the question.

Supervisor Elías made a substitute motion to continue the item for 90 days for further investigation and research. The substitute motion died for lack of a second.

Upon the vote, the original motion carried by a 4-1 vote, Supervisor Elías voting "Nay."

20. **DEVELOPMENT SERVICES: Rezoning**

Co9-11-09, PASCUA YAQUI TRIBE, ET AL. – MARK ROAD REZONING

Request of the Pascua Yaqui Tribe, et al. for a rezoning of approximately 30.1 acres from GR-1 (TDR-RA) (Rural Residential) (Transfer of Development Rights – Receiving Area) to CB-2 (General Business) (TDR-RA), on property located at the southeast corner of Mark Road and Valencia Road. The proposed rezoning conforms to the Pima County Comprehensive Plan, Co7-00-20. On motion, the Planning and Zoning Commission voted 6-0 (Commissioners Membrilla, Cook, Matter and Steinbrenner were absent) to recommend APPROVAL WITH STANDARD AND SPECIAL CONDITIONS. Staff recommends APPROVAL WITH STANDARD AND SPECIAL CONDITIONS. (District 3)

Without objection, this item was continued to the Board of Supervisors Meeting of April 17, 2012.