



Pursuant to A.R.S. § 38-431.02 notice is hereby given to the public that the Sahuarita Town Council will hold a meeting at the date and time specified below at the Sahuarita Town Hall Council Chambers, 375 West Sahuarita Center Way, Sahuarita, Arizona. Members of the Town of Sahuarita Council will attend either in person or by telephone conference call.

To better serve our community, the Council Chambers is wheelchair accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk's Office at 520-822-8801. Requests should be made no later than three working days prior to the meeting to arrange the accommodation.

**\*REVISED**

**December 12, 2016  
REGULAR MEETING  
AT OR AFTER 6:30 P.M.**

**1. Call to Order**

**2. Pledge of Allegiance**

**The Pledge of Allegiance will be led by Girl Scout Troop 66.**

**3. Invocation**

**The Invocation will be given by Pastor Brian Steely from Sahuarita Baptist Church.**

*Our invocations are provided by volunteers, and presenters will be accepted and welcomed regardless of religious affiliation. Interested parties may contact the Town Clerk.*

**4. Roll Call**

**5. Discussion and possible selection of the Mayor of the Town of Sahuarita.**

**6. Discussion and possible selection of the Vice Mayor of the Town of Sahuarita.**

**7. Approval of Agenda**

**8. Call to the Public**

*At this time, any member of the public is invited to address the Town Council on any issue which is on tonight's Consent Agenda or on any issue which the Town Council can lawfully act upon at a future meeting. Written comments regarding any item on the agenda or on any issue which the Town Council can lawfully act upon may be submitted prior to the beginning of the council meeting for distribution to the Town Council. Pursuant to the Arizona Open Meeting Laws, the Council may not discuss the items, but individual members of the Council may respond to criticism made by those who have addressed the Council, may ask staff to review the matter, or may ask that the matter be placed on a future agenda.*



9. Consent Agenda
  - A. Approval of the November 14, 2016 Regular Meeting Minutes.
  - B. Adoption of Resolution No. 2016-0490, prescribing standards of financial disclosure for local elected officials, and declaring an emergency to exist.
  - C. Adoption of Resolution No. 2016-0491, authorizing the Town to enter into Sahuarita Contract No. 170042, an Intergovernmental Agreement (IGA) between the Town of Sahuarita and Arizona Department of Homeland Security, for the purpose of receiving grant funds from the Arizona Department of Homeland Security in the amount of \$174,000, for overtime and mileage to increase the Town's law enforcement capacity to combat criminal activity associated with or directly stemming from the International Border. The grant is in effect from November 1, 2016, through December 31, 2017.
  - D. Adoption of Resolution No. 2016-0493, extinguishing public utility easements established by the Final Plat for Rancho Resort, Lots 1 through 326, Tracts 1-4, Common Areas "A" (Private Streets), "B" (Open Space, Drainage, Landscape, Pedestrian, Utility), "C" (Recreation Facilities), and "D" (Drainage), recorded In Pima County at Book 56, Page 78.
  - E. Approval of the Amended Final Plat for Rancho Sahuarita Rancho Resort (Case No. SA12-16-00008).
  - F. Approval of the Final Plat for The Corner at Rancho Sahuarita (Case No. SA12-16-00011).
  - G. Adoption of Resolution No. 2016-0494, granting a License Agreement for right-of-way encroachment to FICO CAP Line, LLC, and Freeport-McMoRan Sierrita, Inc., Town Sahuarita Contract No. 170034, for the purpose of allowing FICO CAP Line, LLC, and Freeport-McMoRan Sierrita, Inc., access to install and maintain a water delivery pipeline located in the Town of Sahuarita's right-of-way.
10. Discussion and possible appointment to fill an existing vacancy on the Town of Sahuarita Planning and Zoning Commission.
11. Presentation acknowledging a Commendation Award to Sahuarita Police Officer Shawn Patze.
12. Presentation of the Town of Sahuarita 2016 Employee Awards.
13. Adoption of Resolution No. 2016-0492, authorizing the Town to enter into a Development Agreement between the Town of Sahuarita and Wadsworth Acquisitions, LLC, for the purpose of commercial development of the real property, The Crossing at Sahuarita, located at the southeast corner of Abrego Drive and Nogales Highway in the Town of Sahuarita.
14. Council and Town Manager Reports and Requests



## 15. Adjournment

*Action may be taken by the Town Council on any item listed on this agenda. Council may vote to go into executive session pursuant to A.R.S. § 38-431.03 (A) (3) for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.*



**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 30, 2016

**AGENDA ITEM 5**

**TO:** Honorable Mayor and Council

**FROM:** Lisa Cole, MMC, Town Clerk

**SUBJECT:** Discussion and possible selection of the Mayor of the Town of Sahuarita.

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input checked="" type="checkbox"/> Other

**GOALS/OTHER:** Sahuarita Town Code Sections 2.10.010 – Selection of Mayor and 2.10.030 Term of the mayor and vice mayor.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted:
2. Available Budget/Project Capacity (\$):

**STAFF RECOMMENDATION**

None.

**SUGGESTED MOTION**

Council pleasure.

**DISCUSSION**

Town code states that council members shall choose a mayor from among the council at the second meeting following the general election immediately following the roll call. The mayor will be selected using the following process:

Each council member will be called upon in random order to nominate one member of the council as a candidate for mayor. The nominee will accept or decline the nomination. After all council have had an opportunity to nominate a candidate, those nominees willing to serve shall be the slate of mayoral candidates.

After the slate of candidates has been determined, each council member will be called upon in random order to vote for one person from the slate of mayoral candidates. If no candidate receives at least four votes, no candidate will be designated the mayor and the process, beginning with the nomination process, will be repeated until a candidate receives four votes or more than half of the council vote to end the process and proceed to the next agenda item.

The mayor shall serve at the pleasure of the council until a new mayor is selected following the next regularly scheduled council member election. Or upon the written request of one or more council members to discuss at a future council meeting and an affirmative vote of the majority of council to place the selection of the mayor on a subsequent council meeting.

**ATTACHMENTS**

None





**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 30, 2016

**AGENDA ITEM 6**

**TO:** Honorable Mayor and Council  
**FROM:** Lisa Cole, MMC, Town Clerk  
**SUBJECT:** Discussion and possible selection of the Vice Mayor of the Town of Sahuarita.

	<input type="checkbox"/> Economic Development	<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Planning for Our Community's Future
	<input type="checkbox"/> Organizational Effectiveness	<input type="checkbox"/> Quality of Life	<input checked="" type="checkbox"/> Other

**GOALS/OTHER:** Sahuarita Town Code Sections 2.10.020 Selection of Vice Mayor and 2.10.030 Term of the mayor and vice mayor.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted:
2. Available Budget/Project Capacity (\$):

**STAFF RECOMMENDATION**

None.

**SUGGESTED MOTION**

Council pleasure.

**DISCUSSION**

Town code states that council members shall choose a vice mayor from among the council at the second meeting following the general election immediately following the selection of the mayor. The vice mayor will be selected using the following process:

Each council member will be called upon in random order to nominate one member of the council as a candidate for vice mayor. The nominee will accept or decline the nomination. After all council have had an opportunity to nominate a candidate, those nominees willing to serve shall be the slate of vice mayoral candidates.

After the slate of candidates has been determined, each council member will be called upon in random order to vote for one person from the slate of vice mayoral candidates. If no candidate receives at least four votes, no candidate will be designated the vice mayor and the process, beginning with the nomination process, will be repeated until a candidate receives four votes or more than half of the council vote to end the process and proceed to the next agenda item.

The vice mayor shall serve at the pleasure of the council until a new vice mayor is selected following the next regularly scheduled council member election. Or upon the written request of one or more council members to discuss at a future council meeting and an affirmative vote of the majority of council to place the selection of the vice mayor on a subsequent council meeting.

**ATTACHMENTS**

None





**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 30, 2016

**AGENDA ITEM 9A**

**TO:** Honorable Mayor and Council  
**FROM:** Lisa Cole, MMC, Town Clerk  
**SUBJECT:** Approval of the November 14, 2016 Regular Meeting Minutes.

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input checked="" type="checkbox"/> Other

**GOALS/OTHER:** Sahuarita Town Code 2.15.040 (Consent Agenda)

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted:
2. Available Budget/Project Capacity (\$):

**STAFF RECOMMENDATION**

Staff recommends approval of the attached minutes.

**SUGGESTED MOTION**

**I move to approve the minutes as submitted (or amended).**

**DISCUSSION**

Draft minutes submitted for Town Council approval.

**ATTACHMENTS**

1. November 14, 2016 Regular Meeting Minutes Draft







**REGULAR MEETING MINUTES  
November 14, 2016**

The Mayor and Council of the Town of Sahuarita met in the Town Hall Council Chambers, 375 West Sahuarita Center Way, Sahuarita, Arizona on Monday, November 14, 2016.

**1. Call to Order**

The meeting was called to order at 6:31 p.m. by Mayor Duane Blumberg.

**2. Pledge of Allegiance**

The Pledge of Allegiance was led by Daniel Shapiro, a Boy Scout from Pack 357.

**3. Invocation**

The Invocation was given by Pastor Brent Salsbury from Grace Church of Sahuarita.

Mayor Blumberg suspended the Regular Town Council meeting to commence the Quail Creek and Rancho Sahuarita Community Facilities District Board meetings at 6:34 p.m.

Mayor Blumberg reconvened the Regular Town Council meeting with the Roll Call at 6:37 p.m.

**4. Roll Call**

Attendee Name	Title	Status	Arrived
Kara Egbert	Town Council Member	Absent	
Melissa Hicks	Town Council Member	Present	
Gil Lusk	Town Council Member	Present	
Tom Murphy	Town Council Member	Present	
Lynne Skelton	Town Council Member	Present	
Bill Bracco	Vice Mayor	Present	
Duane Blumberg	Mayor	Present	

Also present were Town Manager L. Kelly Udall, Town Attorney Dan Hochuli and Town Clerk Lisa Cole.

**5. Presentation**

Mayor Blumberg proclaimed Davis-Monthan Air Force Base as “America’s Asset and Tucson’s Treasure”.

Mayor Blumberg announced the importance of the oath of office that would be administered to the council members-elect at the end of the meeting and stated that the Town Council would select a



Mayor and Vice Mayor at the town council meeting scheduled on December 12. Mayor Blumberg declared he would not be considered as a mayoral candidate.

## 6. Approval of Agenda

**MOTION** was made to approve the agenda as published.

**RESULT:** APPROVED, [UNANIMOUS]  
**MOVER:** Tom Murphy, Town Council Member  
**SECONDER:** Gil Lusk, Town Council Member  
**AYES:** Blumberg, Bracco, Hicks, Skelton (Council Member Egbert was absent).

## 7. Call to the Public

Penny Pestle, Sahuarita Food Bank, commended the Council and Town staff for their cooperation, support and donations made at past events that were held in the Town of Sahuarita.

Dana Nicol, Rural Metro Fire Department, briefed the Council on past and future community events sponsored by Rural Metro.

## 8. Consent Agenda

- A. Approval of the October 24, 2016 Regular and Study Session Meeting Minutes.
- B. Adoption of Resolution No. 2016-0486, granting a License Agreement for right-of-way encroachment to JPAR, LLC, Town of Sahuarita Contract No. 170033, for the purpose of allowing JPAR, LLC, access to install and maintain a water delivery pipeline located in the Town of Sahuarita right-of-way.
- C. Adoption of Resolution No. 2016-0487, authorizing the Town to enter into an Intergovernmental Agreement (IGA), Sahuarita Contract No. 170035, to accept a grant in the amount of \$10,000 from the Governor's Office of Highway Safety for DUI Enforcement by the Sahuarita Police Department. The grant is in effect from October 1, 2016 through September 30, 2017.
- D. Adoption of Resolution No. 2016-0488, authorizing the Town to enter into an Intergovernmental Agreement (IGA), Sahuarita Contract No. 170036, to accept a grant in the amount of \$22,000 from the Governor's Office of Highway Safety for DUI Enforcement Equipment by the Sahuarita Police Department. The grant is in effect from October 1, 2016 through September 30, 2017.
- E. Adoption of Resolution No. 2016-0489, authorizing the Town to enter into an Intergovernmental Agreement (IGA), Sahuarita Contract No. 170037, to accept a grant in the amount of \$10,000 from the Governor's Office of Highway Safety for



**Speed/Selective Traffic Enforcement by the Sahuarita Police Department. The grant is in effect from October 1, 2016 through September 30, 2017.**

- F. Approval of Amendment No. Three (3) to Contract No. CO13-0071 with Sellers & Sons, Inc.; Contract No. CO13-0072 with Durazno Construction Corporation; and Contract No. CO13-0075 with Kittle Design & Construction, LLC for facility modifications, repair and maintenance as needed; extending each contract for one year, commencing December 10, 2016 and terminating December 9, 2017; each not-to-exceed \$500,000.**
- G. Approval of Contract No. 170041, for emergency housing and shelter services with Valley Assistance Services in the amount of \$32,000; commencing November 15, 2016 and terminating June 30, 2017.**
- H. Approval of the 2017 Town Council Meeting Schedule.**

**MOTION** was made to approve the consent agenda.

<b>RESULT:</b>	<b>APPROVED, [UNANIMOUS]</b>
<b>MOVER:</b>	Tom Murphy, Town Council Member
<b>SECONDER:</b>	Lynne Skelton, Town Council Member
<b>AYES:</b>	Blumberg, Bracco, Hicks, Lusk (Council Member Egbert was absent).

**9. Regional Transportation Authority presentation celebrating 10 years of regional success.**

Mindy Blake, Pima Association of Governments Outreach Coordinator, presented on Regional Transportation Authority’s 10 years of regional success and future projects.

**10. Update on the State of Arizona Public Safety Personnel Retirement System by Sahuarita Local Board Chairman Duane Blumberg.**

Chairman Blumberg presented the council with updates on the State of Arizona Public Safety Personnel Retirement System. Chairman Blumberg answered questions from the council.

No action was taken.

**11. Presentation, discussion and acceptance of the Branding, Development and Marketing Action Plan.**

Victor Gonzalez, Economic Development Manager, gave an overview on the Branding, Development and Marketing Action Plan.

Vice Mayor Bracco left at 7:42 p.m. and returned at 7:43 p.m.  
 Council Member Hicks left at 7:44 p.m. and returned at 7:46 p.m.

Mr. Gonzalez and L. Kelly Udall, Town Manager addressed questions from Council.



**MOTION** was made to accept the Branding and Marketing Action Plan by Roger Brooks International and authorize staff to implement the pertinent action items and concepts contained within the plan.

**RESULT:**      **APPROVED, [UNANIMOUS]**  
**MOVER:**       Tom Murphy, Town Council Member  
**SECONDER:**   Melissa Hicks, Town Council Member  
**AYES:**         Blumberg, Bracco, Lusk, Skelton (Council Member Egbert was absent).

**12. Council and Town Manager Reports and Requests**

The Town Manager, Council and Mayor reported on current events.

**13. Administration of oath of office to Council Members-elect: Bill Bracco, Melissa Hicks, Gil Lusk, and Lynne Skelton.**

Council Members-elect Bracco, Hicks, Lusk, and Skelton were sworn into office by Town Magistrate Maria Montaño Avilez.

**14. Adjournment**

The meeting was adjourned at 8:07 p.m. by Mayor Blumberg.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa Cole, MMC  
Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Meeting of the Town Council of the Town of Sahuarita held on the 14<sup>th</sup> day of November, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Lisa Cole, MMC  
Town Clerk

**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 29, 2016

**AGENDA ITEM 9B**

**TO:** Honorable Mayor and Council  
**FROM:** Lisa Cole, MMC, Town Clerk  
**SUBJECT:** Adoption of Resolution No. 2016-0490, prescribing standards of financial disclosure for local elected officials, and declaring an emergency to exist.

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input checked="" type="checkbox"/> Other

**GOALS/OTHER:** Sahuarita Town Code Sections 2.05.040 Candidate financial disclosure and 2.05.110 Financial disclosure statement.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted: Not applicable.
2. Available Budget/Project Capacity (\$): Not applicable.

**STAFF RECOMMENDATION**

Staff recommends adoption of Resolution No. 2016-0490.

**SUGGESTED MOTION**

**I move to adopt Resolution No. 2016-0490 and declare an emergency.**

**DISCUSSION**

House Bill 2429, adopted during the past legislative session, allows local public officers to file financial disclosure statements electronically beginning January 1, 2017; modifies the definition of *gift*; and expands the financial disclosure statements to include travel-related expenses of \$1,000 or more. Provisions:

1. Allow local public officers to file financial disclosure statements electronically on a form prescribed by the Secretary of State.
2. Require a public officer to disclose if their spouse is a member of the household.
3. Require the disclosure of the number of minor children in the household.
4. Permit the public officer to use either their home or work address.
5. Permit the use of the term spouse or minor child.
6. Require the statement to include the name of each meeting, conference or other event participated in by the public officer in their official capacity if the incurred travel expenses total more than \$1,000 and the expenses were not paid for by the public officer.
7. Exclude the following from the definition of *gift*:
  - a) publically reported travel-related expenses; and
  - b) publically reported political campaign contributions made pursuant to statute
8. Define the term travel-related expenses to mean any costs or expenditures associated with transportation, food, lodging and registration fees that are directly related to travel to or from a meeting, conference, or other event participated in by a public officer in their official capacity.

The emergency clause is required to allow public officers to complete and return the required annual financial disclosure statement electronically when the form becomes available from the Secretary of State after January 1, 2017.



**ATTACHMENTS**

1. Resolution No. 2016-0490
2. Sample Financial Disclosure Statement
3. HB2429 (52<sup>nd</sup> Legislature, Second Regular Session, 2016)



## **SAHUARITA RESOLUTION NO. 2016-0490**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS, AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, pursuant to the provisions of A.R.S. § 38-545, as amended, the Town of Sahuarita is required to adopt standards of financial disclosure consistent with the provisions of Title 38, Chapter 3.1, Article 1, Arizona Revised Statutes, as amended; and

WHEREAS, the Town Council has determined that the standards of financial disclosure hereinafter adopted are, with respect to the Town of Sahuarita, consistent with such standards of financial disclosure within the meaning of A.R.S § 38-545.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA, that the following standards of financial disclosure for local elected officials are hereby adopted:

**Section 1. DEFINITIONS.** In this resolution, unless the context otherwise requires:

1. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.
2. "Compensation" means anything of value of advantage, present or prospective, including the forgiveness of debt.
3. "Controlled business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a fifty percent interest.
4. "Dependent business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a ten percent interest, and during the preceding calendar year the business received from a single source more than ten thousand dollars and more than fifty percent of its gross income.
5. "Gift" includes any gratuity, special discount, favor, hospitality, service, economic

opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. "Gift" does not include travel-related expenses that are publicly reported as required by law or political campaign contributions that are publicly reported pursuant to Title 16, Chapter 6.

6. "Local public officer" means a person holding an elective office of the Town of Sahuarita.
7. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.
8. "Travel-related expenses" means any costs associated with transportation, food, lodging and registration fees and other expenses directly related to travel to, or from, a meeting, conference or other event where the local public officer is participating in the local public officer's official capacity.

**Section 2. DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT; CONTENTS; EXCEPTIONS.**

- A. In addition to other statements and reports required by law, every local public officer, as a matter of public record, shall file with the Town Clerk on a form prescribed by the Town Clerk a verified financial disclosure statement covering the preceding calendar year ending December 31. The statement shall disclose:
  1. The name and home or work address of the local public officer, whether the local public officer's spouse is a member of the local public officer's household, the number of minor children who are members of the local public officer's household and all names and addresses under which each does business. If disclosure of the identity of the local public officer's spouse or minor children otherwise be required, a local public officer may comply with the identification requirement by using the term "spouse" or "minor child," as applicable.
  2. The name and address of each employer and of each other source of compensation other than gifts amounting to more than one thousand dollars received during the preceding calendar year by the local public officer and members of his household in their own names, or by any other person for the use or benefit of the local public officer or members of his household, a description of the services for which the compensation was received and the nature of the employer's business. This paragraph shall not be construed to require the disclosure of individual items of compensation that constituted a portion of the gross income of the business from which the local public officer or members of his household derived compensation.
  3. For a controlled business, a description of the goods or services provided by

the business, and if any single source of compensation to the business during the preceding calendar year amounts to more than ten thousand dollars and is more than twenty-five percent of the gross income of the business, the disclosure shall also include a description of the goods or services provided to the source of compensation. For a dependent business the statement shall disclose a description of the goods or services provided by the business and a description of the goods or services provided to the source of compensation from which the dependent business derived the amount of gross income described in Section 1, paragraph 4. If the source of compensation for a controlled or dependent business is a business, the statement shall disclose a description of the business activities engaged in by the source of compensation.

4. The names and addresses of all businesses and trusts in which the local public officer or members of his household, or any other person for the use or benefit of the local public officer or members of his household, had an ownership or beneficial interest of over one thousand dollars at any time during the preceding calendar year, and the name and addresses of all businesses and trusts in which the local public officer or any member of his household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with the amount or value of the interest and a description of the interest, office or relationship.
5. All real property interests and real property improvements, including specific location and approximate size, located in the Town of Sahuarita, in which the local public officer, any member of his household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value of any such interest, except that this paragraph does not apply to a real property interest and improvements thereon used as the primary personal residence or for the personal recreational use of the local public officer. If a local public officer, any member of his household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, he shall also disclose that the transaction was made and the date it occurred. If the controlled or dependent business is in the business of dealing in real property interests or improvements, disclosure need not include individual parcels or transactions as long as the aggregate value of all parcels of such property is reported.
6. The names and addresses of all creditors to whom the local public officer or members of his household, in their own names or in the name of any other person, owed a debt of more than one thousand dollars or to whom a controlled business or dependent business owed a debt of more than ten thousand dollars which was also more than thirty percent of the total business indebtedness at any time during the preceding calendar year, listing

each such creditor. This paragraph shall not be construed to require the disclosure of debts owed by the local public officer or any member of his household resulting from the ordinary conduct of a business other than a controlled or dependent business. Nor shall disclosure be required of credit card transactions, retail installment contracts, debts on residences or recreational property exempt from disclosure under paragraph 5 of this subsection, debts on motor vehicles not used for commercial purposes, debts secured by cash values on life insurance or debts owed to relatives. It is sufficient disclosure of a creditor if the name and address or a person to whom payments are made is disclosed. If the local public officer, and any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding calendar year, the report shall disclose that the transaction was made and the date it occurred.

7. The identification and amount of each debt exceeding one thousand dollars owed at any time during the preceding calendar year to the local public officer and member of his household in their own names, or to any other person for the use or benefit of the local public officer or any member of his household. The disclosure shall include the identification and amount of each debt exceeding ten thousand dollars to a controlled business or dependent business which was also more than thirty percent of the total indebtedness to the business at any time during the preceding calendar year. This paragraph shall not be construed to require the disclosure of debts from the ordinary conduct of a business other than a controlled or dependent business. If the local public officer, any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding year, the report shall disclose that the transaction was made and the date it occurred.
8. The name of each source of any gift, or accumulated gifts from a single source, of more than five hundred dollars received by the local public officer and members of his household in their own names during the preceding calendar year, or by any other person for the use or benefit of the local public officer or any member of his household except gifts received by will or by virtue of intestate succession, or received by way of distribution from any intervivos or testamentary trust established by a spouse or by an ancestor, of gifts received from any other member of the household or relatives to the second degree of consanguinity. Travel-related expenses and political campaign contributions shall not be construed as gifts if otherwise publicly reported as required by law.
9. A list of all business licenses issued, by the Town of Sahuarita, or by any other governmental agency which requires for its issuance the consideration of the application for such license by the town council of the Town of Sahuarita, to, held by or in which the local public officer or any member of

his household had an interest at any time during the preceding calendar year, including the name in which the license was issued, the type of business and its location.

10. A list of all bonds, together with their value, issued by the Town of Sahuarita, any industrial development authority of the Town or any nonprofit corporation organized or authorized by the Town held at any time during the preceding calendar year by the local public officer or any member of his household, which bonds issued by a single entity had a value in excess of one thousand dollars. If the local public officer or any member of his household acquired or divested any bonds during the preceding calendar year which are reportable under this paragraph, the fact that the transaction occurred and the date shall also be shown.
  11. The name of each meeting, conference or other event where the local public officer is participating in the public officer's official capacity if travel-related expenses of one thousand dollars or more were incurred on behalf of the local public officer and the travel-related expenses are not paid by the local public officer.
- B. If an amount or value is required to be reported pursuant to this section, it is sufficient to report whether the amount or value of the equity interest falls within:
1. Category 1, one thousand dollars to twenty-five thousand dollars.
  2. Category 2, more than twenty-five thousand dollars to one hundred thousand dollars.
  3. Category 3, more than one hundred thousand dollars.
- C. This section does not require the disclosure of any information that is privileged by law.
- D. The statement required to be filed pursuant to subsection A shall be filed by all persons who qualified as local public officers at any time during the preceding calendar year on or before January 31 of each year, with the exceptions that a local public officer appointed to fill a vacancy shall, within sixty days following his taking of such office, file a financial disclosure statement covering as his annual period the twelve month period ending with the last full month prior to the date of his taking office, and a local public officer whose final term expires less than thirty-one days into the immediately following calendar year may file the local public officer's final financial disclosure at the same time as the disclosure for the last immediately preceding year.
- E. The Town Clerk shall prepare written guidelines, forms and samples for completing the financial disclosure statement required by this section. A copy of the guidelines, forms and samples shall be distributed to each local public officer and shall be made

available to each candidate required to file a financial disclosure statement pursuant to Section 3 of this resolution.

- F. Any statements that are required to be filed by a local public officer pursuant to this ordinance/resolution adopted pursuant to A.R.S. § 38-545 may be filed in an electronic format as prescribed by the secretary of state.

**Section 3.** DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT BY CANDIDATE FOR LOCAL PUBLIC OFFICE. A candidate for local public office as specified in Section 1, paragraph 6, shall file a financial disclosure statement covering the preceding twelve month period and containing the information described in Section 2 on a form prescribed by the Town Clerk at the time of filing nomination papers.

**Section 4.** Town of Sahuarita Resolution No. 1994-3 adopted on October 27, 1994, is hereby rescinded in its entirety.

**Section 5.** This resolution shall become effective on the 12th day of December, 2016.

PASSED AND ADOPTED by the City/Town Council of the Town of Sahuarita, Pima County, Arizona, this 12<sup>th</sup> day of December, 2016.

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Mayor

ATTEST:

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Lisa Cole, MMC, Town Clerk

APPROVED AS TO FORM:

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Daniel J. Hochuli, Town Attorney

**LOCAL PUBLIC OFFICERS  
FINANCIAL DISCLOSURE STATEMENT**

**GENERAL INFORMATION**

1. Who should file a financial disclosure statement?

- A. The Mayor and each member of the City/Town Council (hereafter referred to as local public officers).
- B. Every candidate for mayor and councilmember.

2. Where should a financial disclosure statement be filed?

City/Town Clerk

\_\_\_\_\_

Address

\_\_\_\_\_

3. When should a financial disclosure statement be filed?

- A. By every incumbent local public officer on or before the 31st day of January of each year, covering the previous calendar year.
- B. By every local public officer appointed to fill a vacancy within 60 days following the filling of such vacancy, covering as his annual period the twelve-month period ending with the last full month prior to the date of taking officer and thereafter on or before the 31st day of January of each year.
- C. By every candidate for local public officer at the time of filing of the candidate's nomination papers for the preceding twelve-month period.

4. Violations: Penalties – A.R.S. § 38-544.

Any local public officer or candidate for local public office who knowingly fails to file a financial disclosure statement required by an ordinance, rule, resolution or regulation of the City/Town, required by A.R.S. § 38-545, or who knowingly files an incomplete financial disclosure statement, or who knowingly files a false financial disclosure statement is guilty of a class 1 misdemeanor.

Any public officer, local public officer or candidate who violates this chapter is subject to a civil penalty of fifty dollars for each day of noncompliance but not more than five hundred dollars may be imposed as prescribed in A.R.S. § 16-924.

5. Definitions: Section 1 of Resolution No. \_\_\_\_\_.

- A. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.
- B. "Compensation" means anything of value or advantage, present or prospective, including the forgiveness of debt.

- C. "Controlled business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a fifty percent interest.
- D. "Dependent business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a ten percent interest, and during the preceding calendar year the business received from a single source more than ten thousand dollars and more than fifty per cent of its gross income.
- E. "Gift" includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. "Gift" does not include travel-related expenses that are publicly reported as required by law or political campaign contributions that are publicly reported pursuant to Title 16, Chapter 6.
- F. "Local public officer" means a person holding an effective office of the City/Town of \_\_\_\_\_.
- G. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.
- H. "Travel-related expenses" means any costs associated with transportation, food, lodging and registration fees and other expenses directly related to travel to, or from, a meeting, conference, or other event where the public officer is participating in the public officer's official capacity.

6. Amount or Value Categories

If an amount or value is required to be reported pursuant to this section, it is sufficient to report whether the amount or value of the equity interest falls within:

- A. CATEGORY 1 – One thousand dollars to twenty-five thousand dollars.
- B. CATEGORY 2 – More than twenty-five thousand dollars to one hundred thousand dollars.
- C. CATEGORY 3 – More than one hundred thousand dollars.

7. Information that is privileged or confidential by law need not be disclosed.

- 8. If disclosure of the identity of the local public officer's spouse or minor child would otherwise be required, a local public officer may comply with the identification requirement by using the terms "spouse" or "minor child," as applicable.

**FINANCIAL DISCLOSURE STATEMENT**

(For use by Local Public Officers of the City/Town of \_\_\_\_\_)

Date \_\_\_\_\_

For Calendar Year \_\_\_\_\_

\_\_\_\_\_  
(Or other applicable period, please specify)

**1. GENERAL INFORMATION**

List your name and home or work address, whether your spouse is a member of your household and the number of minor children who are members of your household. Also, list all names under which you and members of your household did business. Include controlled and dependent businesses (see definitions) and indicate whether a business is controlled or dependent, or both.

(a) Name of Local Public Officer \_\_\_\_\_

Home or Work Address \_\_\_\_\_

(b) Is the Local Public Officer's Spouse a Member of the Household? \_\_\_\_\_

(c) What is the Number of Minors Who Are Members of the Household? \_\_\_\_\_  
\_\_\_\_\_

(d) Names under which you, your spouse and members of your household (those persons listed in (a), (b) and (c) above) did business. You may use the terms "spouse" or "minor child," as applicable.

Local Public Officers or Member of Household	Business Name	Business Address	Controlled and/or Dependent Business
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



(1)	(2)	(3)	(4)
Name of Controlled Business (from Item 1 (d))	Goods or Services Provided by the Business	Goods or Services Provided to the Major Customer or Client (more than \$10,000 and 25% of Gross)	Business Activity of the Major Customer or Client, if a Business
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Use additional sheet if there is more than one such major customer or client of a controlled business.)

4. **INFORMATION ON DEPENDENT BUSINESS**

A "dependent business" is so-called because over half of its income is dependent on one major customer or client. A dependent business may also be a controlled business if the public officer or members of his household also own more than a fifty percent interest in the business. If a dependent business is listed as a controlled business under Item 3, it need not be listed in this item.

Describe the goods or services provided by the business, the goods or services provided to the major customer or client and the business activity if the major customer or client is a business.

**You Need Not List:**

- The identity of any customer or client.
- The amount of income from any customer or client.
- The activities of any customer or client which is not a business.

(1)	(2)	(3)	(4)
Name of Dependent Business (from Item 1 (d))	Goods or Services Provided by the Business	Goods or Services Provided to the Major Customer or Client (more than \$10,000 and 25% of Gross)	Business Activity of the Major Customer or Client, if a Business
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Use additional sheet if there is more than one such major customer or client of a controlled business.)

5A. **OWNERSHIP/BENEFICIAL INTEREST IN BUSINESS OR TRUST; INVESTMENTS**

List the names and addresses of all businesses and trusts in which you or members of your household had an ownership or beneficial interest of over \$1,000 at any time during the preceding calendar year, together with a description of the interest and value of the equity interest by category number. You should list stocks, partnerships, joint ventures, sole proprietorships and other equity interests. Also, list beneficial interests in trusts.

Name and Address of Business or Trust	Local Public Officer or Member of Household	Description of Interest	Value of Equity by Category #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5B. **OFFICES OR FIDUCIARY RELATIONSHIPS IN BUSINESS OR TRUST**

List the names and addresses of all businesses and trusts in which you or any member of your household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with a description of the office or relationship.

Regardless of any financial interest, you should list all businesses and trusts of which you or any member of your household is president, treasurer, secretary or trustee, etc. (Refer to the definition of "Business".)

Name and Address of Business or Trust	Local Public Officer or Member of Household	Description of Office or Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. **REAL PROPERTY OWNERSHIP IN CITY/TOWN OF \_\_\_\_\_**

List all real property interests and real property improvements located in the City/Town of \_\_\_\_\_, including location and approximate size in which you, any member of your household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value, by category, of the equity in any such property.

If you or any member of your household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, disclose the transaction made and date that it occurred. If the controlled or dependent business is in the business of dealing in real property or improvements, disclosure need not include individual parcels or transactions, but the aggregate value of all such parcels

**You Need Not List:**

- Your primary residence.
- Property used for personal recreation by you.
- Individual parcels and transactions, if a controlled or dependent business is a dealer in real property.\*

Location and Approximate Size of Realty in City/Town	Local Public Officer or Member of Household or Business from Items 3 or 4	Value of Equity by Category	Date Acquired or #Divested
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*Business dealers in real property---state only name of controlled or dependent business and aggregate value of equity interests, by category number, of all parcels held during the year.

Name of Controlled or Dependent Business Dealer in Real Property	Aggregate Value of Equity Interests by Category #
_____	_____
_____	_____
_____	_____
_____	_____

7. **DEBTS; EXCEPTIONS**

List names and addresses of creditors for all debts in excess of \$1,000 owed by you or members of your household either in your own names or in the names of any other persons at any time during the preceding calendar year.

List names and addresses of creditors to whom a controlled or dependent business owed a debt of more than \$10,000 which was also more than 30 percent of the total business indebtedness at any time during the preceding calendar year.

If the debt was incurred or discharged during the year, list whether it was incurred or discharged and the date.

**You Need Not List:**

- Debts resulting from the ordinary conduct of a business other than a controlled or dependent business.
- Credit card transactions.
- Debts on residences or recreational property exempt from disclosure.
- Retail installment contracts.
- Debts on motor vehicles not used for commercial purposes.
- Debts secured by cash values on life insurance.
- Debts owed to relatives.
- Any amounts.

**PERSONAL DEBTS OVER \$1,000**

Name and Address of Creditor (or Person to Whom Payments Are Made)	Date Local Public Officer or Member of Household Owing the Debt	Incurred and/or Discharged
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BUSINESS DEBTS OVER \$10,000 AND 30%**

Name and Address of Creditor (or Person to Whom Payments Are Made)	Date Local Public Officer or Member of Household Owing the Debt	Incurred and/or Discharged
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. **DEBTORS**

List the name of the debtor for each debt in excess of \$1,000 owed at any time during the preceding calendar year to you and members of your household or to any other person for the use or benefit of the aforementioned persons.

List the name of the debtor for each debt exceeding \$10,000 owed to a controlled or dependent business which was also more than 30 percent of the total indebtedness to the business at any time during the preceding calendar year.

Give the amount of each debt by category number.

If the debt was incurred or discharged during the year, list whether it was incurred or discharged and the date.

**You Need Not List:**

- Those debts owed to you or members of your household resulting from the ordinary conduct of a business other than a controlled or dependent business.

**DEBTS OVER \$1,000 OWED TO YOU PERSONALLY**

Name of Debtor	Local Public Officer or Member of Household to Whom Debt is Owed	Amount by Category #	Date Incurred and/or Discharged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**DEBTS OVER \$10,000 AND 30% OWED TO YOUR BUSINESS**

Name of Debtor	Name of Controlled or Dependent Business to Whom the Debt is Owed (Business from Item 3 or 4)	Amount by Category #	Date Incurred and/or Discharged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. **GIFTS**

List each source of any gift or accumulated gifts in excess of \$500 in value received during the preceding calendar year by you, members of your household or by any other person for the use or benefit of the aforementioned persons.

**You Need Not List:**

- Gifts received by will.
- Gifts received by intestate succession.
- Gifts received from intervivos (living) trusts established by a spouse or ancestor.
- Gifts received from testamentary trusts established by a spouse or ancestor.
- Gifts received from any other member of the household or relatives to the second degree of consanguinity. (Parents, grandparents, siblings, children and grandchildren of the recipient.)
- Travel-related expenses that are publicly reported.
- Political campaign contributions if publicly reported as political campaign contributions.
- Amounts.

Name of Donor of Gifts over \$500	Local Public Officer or Member of Household---Recipient

10. **BUSINESS LICENCES**

List all business licenses issued, by the City/Town of \_\_\_\_\_ or by any other governmental agency which requires for its issuance the consideration of the application for such license by the \_\_\_\_\_ council of the \_\_\_\_\_ of \_\_\_\_\_, to, held by or in which you or any member of your household had an interest at any time during the preceding calendar year.

Type of License	Name in Which License is Issued	Local Public Officer or Member of Household Holding Interest, if Not Issued in Own Name	Type of Business	Location of Business

11. **LOCAL GOVERNMENT BONDS**

List all bonds, together with their value, issued by the City/Town of \_\_\_\_\_, any industrial development authority of such city or town or any nonprofit corporation organized or authorized by such city or town held at any time during the preceding calendar year by you or any member of your household, which bonds issued by a single entity had a value in excess of \$1,000.

If the bonds were acquired or divested during the year, list whether they were acquired or divested and the date.

Bonds Over \$1,000	Issuing Agency	Local Public Officer or Member of Household	Value by Category #	Date Acquired and/or Divested
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

12. **TRAVEL-RELATED EXPENSES**

The name of each meeting, conference, or other event where you participated in your official capacity as a public officer if you incurred \$1,000 or more in travel-related expenses, which were not paid by you.

Meeting/Conference/Other Event	Amount Incurred	Name of Person/Entity Who Paid Expenses
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**VERIFICATION**

I verify under penalty of perjury that the information provided in this Financial Disclosure Statement is in true and correct and fully shows all information required to be reported by me pursuant to Resolution No. \_\_\_\_.

\_\_\_\_\_  
Signature of Affiant  
(Typewritten signature accepted)

## INFORMACION GENERAL

1. ¿Quién debería archivar una declaración de estado financiero?
  - A. El Alcalde y cada miembro del Concilio Municipal (de aquí en adelante referido como funcionario público local). (Vea definición 5.)
  - B. Cada candidato para funcionario público local.

2. ¿Dónde debería archiversse una declaración de estado financiero?

SECRETARIO(A) MUNICIPAL

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3. ¿Cuándo debería archiversse una declaración de estado financiero?
  - A. Por cada funcionario echado público local, en o antes del treinta-un día de Enero de cada año, cubriendo el año calendario previo.
  - B. Por cada funcionario público local nombrado a llenar una resulta, antes de 60 días siguiente al archive de tal vacante, cubriendo como su período anual el período de doce meses terminado con el último mes completo antes de la fecha de tomar puesto y después en o antes del treinta-un día de Enero de cada año.
  - C. Por candidato para funcionario público local al tiempo de archivar los documentos de nominación de candidato por el período de doce meses anterior.

4. Violaciones: Penas E.R.A. 38-544.

Cualquier funcionario público local o candidato para funcionario público local quien falle archivar una declaración de estado financiero requerida por E.R.A. Sección 38-545, o quien hábilmente archiva una declaración de estado financiero falsa es culpable de una mala conducta clase 1.

Cualquier funcionario público local o candidato para funcionario público local quien infringe este capítulo está sujeto a penalidad civil de cincuenta dólares por cada día de incumplimiento pero no mas que quinientos dólares puede estar impuesto como prescrito en Sección 16-924.

5. Definiciones - Sección 1, Resolución número \_\_\_\_\_.

- A. "Negocio" incluye cualquier empresa, organización, comercio, ocupación o profesión, sea o no sea operada como una entidad legal o para ganacia, incluyendo cualquier negocio, consorcio, corporación, compañía, ventura unida o propietario unico.
- B. "Compensación" significa algo de valor o ventaja, presente o propectiva incluyendo el perdón de deuda.
- C. "Negocio Controlado" significa cualquier negocio en el cual el funcionario público local o cualquier miembro de su familia tiene propiedad o empeño beneficioso, individualmente o combinado, con valor a más de cincuenta por ciento de interés.

- D. "Negocio Dependiente" significa cualquier negocio en el cual el funcionario público local o cualquier miembro de su familia tiene propiedad o empeño beneficioso, individualmente o combinado, con valor a más de diez por ciento de interés, y durante el año calendario anterior el negocio recibió de un solo manantial más de diez mil dólares y más de cincuenta por ciento de sus entradas totales.
- E. "Obsequio" incluye cualquier propina, descuento especial, favor, hospitalidad, servicio, oportunidad económica, préstamo o otro beneficio recibido sin consideración equivalente y no proveído a miembros del público en libertad.
- F. "Funcionario Público Local" significa una persona poseyendo una oficina electiva de la Ciudad de \_\_\_\_\_.
- G. "Miembro de Familia" significa la (el) esposa (o) y cualquier niño menor del cual el funcionario público local tiene custodia legal.

6. Categorías de Cantidad y Valor - Sección 2, Resolución número \_\_\_\_\_.

Si una cantidad o valor es requerido ser reportado de acuerdo con esta sección, es suficiente reportar si la cantidad o valor del interés equidad cae dentro:

- A. CATEGORIA 1 – Mil dólares a veinticinco mil dólares.
- B. CATEGORIA 2 -Más de veinticinco mil dólares a cien mil dólares.
- C. CATEGORIA 3 -Más de cien mil dólares.

7. Información que es privilegiada o confidencial por ley no necesita ser revelada.

## DECLARACION DEL ESTADO FINANCIERA DE FUNCIONARIOS PUBLICOS LOCALES

Fecha \_\_\_\_\_

Para el año calendario \_\_\_\_\_

\_\_\_\_\_  
(o otra período, por favor especifique)

### 1. Información General

Escriba su nombre y dirección, y el nombre de cada miembro de su familia. También, escriba todos nombres bajo cuales usted y miembros de su familia hicieron negocio. Incluya negocios controlados y dependientes (vea definiciones) y indique si el negocio es controlado o dependiente o ambos.

(a) Nombre del funcionario público local \_\_\_\_\_  
Dirección \_\_\_\_\_

(b) Nombre de la esposa/esposo del funcionario público local \_\_\_\_\_  
\_\_\_\_\_

(c) Miembros de su familiar y/o otras personas que viven en su casa \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Nombres bajo cuales usted, su esposa/esposa y miembros de su familia (las personas escritas en (a), (b) y (c) encima) hicieron negocio.

Funcionario público local o miembro de familia	Nombre del negocio	Dirección del negocio	Negocio controlado y/o Dependiente
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**No necesita mencionar:**

- La identidad de cualquier comprador o cliente.
- La cantidad de ingresos de cualquier comprador o cliente.
- Las actividades de cualquier comprador o cliente que no sea negocio.

(1)	(2)	(3)	(4)
Nombre del negocio controlado [de ítem 1 (d)]	Mercaderías y servicios proveidos por el negocio	Mercaderías o Servicios proveidos para el comprador o cliente mayor (más de \$10,000 y cincuenta por ciento del grueso)	Actividades de negocio del comprador, o cliente, si es un negocio
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Use hoja adicional si hay más que un tal comprador y cliente mayor de un negocio controlado.)

**4. Información Sobre Los Negocios Dependientes**

Un “negocio dependiente” es así llamado porque más de la mitad de su ingreso depende de un comprador o cliente mayor. Un negocio dependiente puede también ser un negocio controlado si el funcionario público o miembros de su familia también poseen más de cincuenta por ciento de interés en el negocio. Si un negocio dependiente esta registrado como un negocio controlado bajo ítem 3, no se necesita registrar en esta ítem.

Describa las mercaderías y servicios proveidos por el negocio, las mercaderías y servicios proveidos al comprador o cliente mayor y las actividades de negocio si el comprador o cliente mayor es un negocio.

**No necesita registrar:**

- La identidad del comprador o cliente.
- La cantidad del ingreso del comprador o cliente.
- Las actividades de un comprador o cliente que no es un negocio.



**5B. Relociones Financieras**

Registre los nombres y direcciones de todos los negocios y sociedades de comercio en cual usted o cualquier miembro de su familia tuvo cargo o tuvo una relación fiduciaria en cualquier tiempo durante el año calendario anterior, junto con una descripción del puesto o relación.

A pesar de cualquier interés financiero, debería registrar todos los negocios y sociedades de comercio en cual usted o cualquier miembro de su familia es presidente, tesorero, secretario, o fideicomisario, etc. (Véase la definición de “negocio”.)

Nombre y dirección del negocio o sociedad de comercio	Funcionario público local o miembro de familia	Descripción de puesto o relación
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**6. Interés en Propiedad en La Ciudad de**

Registre todos sus intereses en propiedad inmueble y mejoramientos de propiedad inmueble situados en la Ciudad de \_\_\_\_\_, incluyendo localización y tamaño aproximado en cual usted, cualquier miembro de su familia o un negocio controlado o dependiente tuvo título legal o un interés beneficiario en cualquier tiempo durante el año calendario anterior, y el valor, por categoría, de la equidad en cualquier tal propiedad.

Si usted o cualquier miembro de su familia o negocio controlado o dependiente adquirió o despojo tal durante el año calendario anterior, descubra la transacción hecha y la fecha en que ocurrió. Si el negocio controlado o dependiente está en el negocio de tratar en propiedad inmueble o mejoramientos, descubrimiento no necesita incluir paquetes individuales o transacciones, pero el valor agregado de todos tales paquetes.

**No necesita registrar:**

- Su residencia principal.
- Propiedad usada por usted para recreación personal.
- Paquetes individuales y transacciones, si el negocio controlado y dependiente es un comerciante en propiedad inmueble.\*

Localización y tamaño Aproximado de bienes raíces situados en la Ciudad de _____	Funcionario público local o miembro de su familia o negocio de ítems 3 o 4	Valor de equidad por numero de categoría	Fecha adquirida o despojada
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*Comerciantes de negocio en propiedad inmueble – declare solamente el nombre del negocio controlado o dependiente y el valor agregado de intereses de equidad, por número de categoría, de todos los paquetes que tuvo durante el año.

Nombre del comerciante en propiedad inmueble de negocio controlado o dependiente	Valor agregado de intereses de equidad por numero de categoría
_____	_____
_____	_____
_____	_____
_____	_____

**7. Deudas; Excepciones**

Registre los nombres y direcciones de los acreedores para todas las deudas en exceso de \$1,000 debidas por usted o miembros de su familia ya sea en sus propios nombres o en los nombres de cualquier otras personas en cualquier tiempo durante el año calendario anterior.

Registre los nombres y direcciones de los acreedores a quién un negocio controlado o dependiente debió una deuda de más de \$10,000 que era también más de 30 por ciento de la deuda total del negocio a cualquier tiempo durante el año calendario anterior.

Si la deuda fue incurrida o descargada durante el año, registre si fue incurrida o descargada y la fecha.

**No necesita registrar:**

- Deudas resultando de la conducta ordinaria de un negocio otro que un negocio controlado o dependiente.
- Transacciones de carta de crédito.
- Deudas en propiedad de residencia o recreación exentada de declaración.
- Contratos de pagos parcial de venta por menor.
- Deudas en vehículos de motor no usados para propósitos comerciales.
- Deudas aseguradas por valores de fondos disponibles en seguro de vida.
- Deudas debidas a parientes.
- Cualquier cantidades.

DEUDAS PERSONALES MAS DE \$1,000

Nombre y dirección del acreedor (o la persona a quién son hechos los pagos)	Funcionario público local o miembro de la familia que debe la deuda	Fecha incurrida y/o descargada
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DEUDAS DE NEGOCIO MAS DE \$10,000 y 30%

Nombre y dirección del acreedor (o la persona a quién son hechos los pagos)	Nombre del negocio controlado o dependiente (de ítem 3 o 4)	Fecha incurrida y/o descargada
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**8. Deudores**

Registre el nombre del deudor para cada deuda en exceso de \$1,000 que durante cualquier tiempo del año calendario anterior fue debida a usted y miembros de su familia o a cualquier otra persona para el uso o beneficio de las personas susodicho.

Registre el nombre del deudor para cada deuda excediendo \$10,000 debida a un negocio controlado o dependiente que era también más de 30 por ciento de la deuda total al negocio a cualquier tiempo durante el año calendario anterior.

De la cantidad de cada deuda por número de categoría.

Si la deuda fue incurrida o descargada durante el año, registre si fue incurrida o descargada y la fecha.

**No necesita registrar:**

- Aquellas deudas que se deben a usted o miembros de su familia resultando de la conducta ordinaria de un negocio otro que un negocio controlado o dependiente.

**DEUDAS MAS DE \$1,000 DEBIDAS A USTED PERSONALMENTE**

Nombre del deudor	Funcionario público local o miembro de familia a quién se le debe la deuda	Cantidad por número de categoría	Fecha incurrida y/o descargada
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**DEUDAS MAS DE \$10,000 Y 30% DEBIDAS A SU NEGOCIO**

Nombre del deudor	Nombre del negocio controlado o dependiente a quién se le debe la deuda (negocio de ítem 3 o 4)	Cantidad por número de categoría	Fecha incurrida y/o descargada
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**9. Regalos**

Registre cada origen de cualquier regalo o regalos acumulados en exceso de \$500 en valor recibidos durante el año calendario anterior por usted, miembros de su familia o por cualquier otra persona para el uso o beneficio de las personas susodicho.

**No necesita registrar:**

- Regalos recibidos por testamento.
- Regalos recibidos por sucesión de intestado.
- Regalos recibidos de combinaciones establecidas por un esposo (a) o antepasados durante su vida.

- Regalos recibidos de combinaciones de testamentario establecidas por un esposo (a) o antepasados.
- Regalos recibidos de cualquier miembro de la casa o pariente en el segundo grado de consanguinidad. (padres, abuelos, hermanos (as), niños y nietos del recipiente).
- Contribuciones de campaña política si reportadas publicamente como contribuciones de campaña política.
- Cantidades.

El nombre del donador de regalos  
mas de \$500

Funcionario público  
local o miembro de  
familia – recipiente


**10. Licencias de Negocio**

Registre todos licencias de negocio expedidas por la Ciudad de \_\_\_\_\_, o por cualquier otra agencia gubernative que requerir para su emisión la consideración de la aplicación para tal licencia por el Concilio Municipal de la Ciudad de \_\_\_\_\_, para, mantenida por o en cual usted o cualquier miembro de su familia tuvo un interés a cualquier tiempo durante el año calendario anterior.

Tipo de licencia	El nombre en cual la licencia esta expedida	Funcionario público local o miembro de familia que tiene interés si no expedida en su nombre	Tipo de negocio	Localización del negocio

**11. Bonos Del Gobierno Municipal**

Registre todos los bonos, juntos con sus valores, expedidos por la Ciudad de \_\_\_\_\_, la autoridad de desarrollo industrial de la Ciudad de \_\_\_\_\_, o por cualquier corporación de no beneficio organizada or autorizada por la Ciudad de \_\_\_\_\_, mantenidos en cualquier tiempo durante el año calendario anterior por usted o cualquier miembro de su familia, cuales bonos expedidos por una entidad sola tenian un valor en exceso de \$1,000.

Si los bonos fueron adquiridos o despojados durante el año, registre si fueron adquiridos o despojados y la fecha.

Bonos más de \$1,000	Agencia de emision	Funcionario público local o miembro de familia	Valor por número de categoría	Fecha adquiridos y/o despojados
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**VERIFICACION**

Yo juro solemnemente que la declaración de Estado Financiero que aquí se registra es correcta en todosentido y demuestra totalmente la información que se requiere de acuerdo con la Resolución numero \_\_\_\_\_.

\_\_\_\_\_  
Firma del declarante



Conference Engrossed

State of Arizona  
House of Representatives  
Fifty-second Legislature  
Second Regular Session  
2016

**CHAPTER 196**  
**HOUSE BILL 2429**

AN ACT

AMENDING SECTION 38-541, ARIZONA REVISED STATUTES; AMENDING SECTION 38-542,  
ARIZONA REVISED STATUTES, AS AMENDED BY LAWS 2014, CHAPTER 149, SECTION 1;  
RELATING TO FINANCIAL DISCLOSURE.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 38-541, Arizona Revised Statutes, is amended to  
3 read:

4 38-541. Definitions

5 In this chapter, unless the context otherwise requires:

6 1. "Business" includes any enterprise, organization, trade, occupation  
7 or profession, whether or not operated as a legal entity or for profit,  
8 including any business trust, corporation, partnership, joint venture or sole  
9 proprietorship.

10 2. "Compensation" means anything of value or advantage, present or  
11 prospective, including the forgiveness of debt.

12 3. "Controlled business" means any business in which the public  
13 officer or any member of his household has an ownership or beneficial  
14 interest, individually or combined, amounting to more than a fifty ~~per-cent~~  
15 PERCENT interest.

16 4. "Dependent business" means any business in which the public officer  
17 or any member of his household has an ownership or beneficial interest,  
18 individually or combined, amounting to more than a ten ~~per-cent~~ PERCENT  
19 interest, and during the preceding calendar year the business received from a  
20 single source more than ten thousand dollars and more than fifty ~~per-cent~~  
21 PERCENT of its gross income.

22 5. "Gift" includes any gratuity, special discount, favor, hospitality,  
23 service, economic opportunity, loan or other benefit received without  
24 equivalent consideration and not provided to members of the public at large.  
25 GIFT DOES NOT INCLUDE:

26 (a) TRAVEL-RELATED EXPENSES THAT ARE PUBLICLY REPORTED PURSUANT TO  
27 THIS ARTICLE.

28 (b) POLITICAL CAMPAIGN CONTRIBUTIONS THAT ARE PUBLICLY REPORTED  
29 PURSUANT TO TITLE 16, CHAPTER 6.

30 6. "Local public officer" means a person holding an elective office of  
31 an incorporated city or town, a county or a groundwater replenishment  
32 district established under title 48, chapter 27.

33 7. "Member of household" means a public officer's spouse and any minor  
34 child of whom the public officer has legal custody.

35 8. "Public officer" means a member of the legislature and any judge of  
36 the court of appeals or the superior court, or a person holding an elective  
37 office the constituency of which embraces the entire geographical limits of  
38 this state. Members of Congress are not public officers as defined in this  
39 paragraph.

40 9. "TRAVEL-RELATED EXPENSES" MEANS ANY COSTS ASSOCIATED WITH  
41 TRANSPORTATION, FOOD, LODGING AND REGISTRATION FEES AND OTHER EXPENSES  
42 DIRECTLY RELATED TO TRAVEL TO OR FROM A MEETING, CONFERENCE OR OTHER EVENT  
43 WHERE THE PUBLIC OFFICER IS PARTICIPATING IN THE PUBLIC OFFICER'S OFFICIAL  
44 CAPACITY.

45 Sec. 2. Section 38-542, Arizona Revised Statutes, as amended by Laws  
46 2014, chapter 149, section 1, is amended to read:

1           38-542. Duty to file financial disclosure statement; contents;  
2                                   exceptions

3           A. In addition to other statements and reports required by law, every  
4 public officer, as a matter of public record, shall file with the secretary  
5 of state on a form prescribed by the secretary of state a verified financial  
6 disclosure statement covering the preceding calendar year. The statement  
7 shall disclose:

8           1. The name and HOME OR WORK address of the public officer ~~and each~~  
9 ~~member of his household~~, WHETHER THE PUBLIC OFFICER'S SPOUSE IS A MEMBER OF  
10 THE PUBLIC OFFICER'S HOUSEHOLD, THE NUMBER OF MINOR CHILDREN WHO ARE MEMBERS  
11 OF THE PUBLIC OFFICER'S HOUSEHOLD and all names and addresses under which  
12 each does business. IF DISCLOSURE OF THE IDENTITY OF THE PUBLIC OFFICER'S  
13 SPOUSE OR MINOR CHILD WOULD OTHERWISE BE REQUIRED, A PUBLIC OFFICER MAY  
14 COMPLY WITH THE IDENTIFICATION REQUIREMENT BY USING THE TERM "SPOUSE" OR  
15 "MINOR CHILD", AS APPLICABLE.

16           2. The name and address of each employer and of each other source of  
17 compensation other than gifts amounting to more than one thousand dollars  
18 received during the preceding calendar year by the public officer and members  
19 of his household in their own names, or by any other person for the use or  
20 benefit of the public officer or members of his household, a description of  
21 the services for which the compensation was received and the nature of the  
22 employer's business. This paragraph shall not be construed to require the  
23 disclosure of individual items of compensation that constituted a portion of  
24 the gross income of the business from which the public officer or members of  
25 his household derived compensation.

26           3. For a controlled business, a description of the goods or services  
27 provided by the business, and if any single source of compensation to the  
28 business during the preceding calendar year amounts to more than ten thousand  
29 dollars and is more than twenty-five ~~per cent~~ PERCENT of the gross income of  
30 the business, the disclosure shall also include a description of the goods or  
31 services provided to the source of compensation. For a dependent business  
32 the statement shall disclose a description of the goods or services provided  
33 by the business and a description of the goods or services provided to the  
34 source of compensation from which the dependent business derived the amount  
35 of gross income described in section 38-541, paragraph 4. If the source of  
36 compensation for a controlled or dependent business is a business, the  
37 statement shall disclose a description of the business activities engaged in  
38 by the source of compensation.

39           4. The names and addresses of all businesses and trusts in which the  
40 public officer or members of his household, or any other person for the use  
41 or benefit of the public officer or members of his household, had an  
42 ownership or beneficial interest of over one thousand dollars at any time  
43 during the preceding calendar year, and the names and addresses of all  
44 businesses and trusts in which the public officer or any member of his  
45 household held any office or had a fiduciary relationship at any time during

1 the preceding calendar year, together with the amount or value of the  
2 interest and a description of the interest, office or relationship.

3 5. All Arizona real property interests and real property improvements,  
4 including specific location and approximate size, in which the public  
5 officer, any member of his household or a controlled or dependent business  
6 held legal title or a beneficial interest at any time during the preceding  
7 calendar year, and the value of any such interest, except that this paragraph  
8 does not apply to a real property interest and improvements thereon used as  
9 the primary personal residence or for the personal recreational use of the  
10 public officer. If a public officer, any member of his household or a  
11 controlled or dependent business acquired or divested any such interest  
12 during the preceding calendar year, he shall also disclose that the  
13 transaction was made and the date it occurred. If the controlled or  
14 dependent business is in the business of dealing in real property interests  
15 or improvements, disclosure need not include individual parcels or  
16 transactions as long as the aggregate value of all parcels of such property  
17 is reported.

18 6. The names and addresses of all creditors to whom the public officer  
19 or members of his household, in their own names or in the name of any other  
20 person, owed a debt of more than one thousand dollars or to whom a controlled  
21 business or a dependent business owed a debt of more than ten thousand  
22 dollars which was also more than thirty ~~per-cent~~ PERCENT of the total  
23 business indebtedness at any time during the preceding calendar year, listing  
24 each such creditor. This paragraph shall not be construed to require the  
25 disclosure of debts owed by the public officer or any member of his household  
26 resulting from the ordinary conduct of a business other than a controlled or  
27 dependent business nor shall disclosure be required of credit card  
28 transactions, retail installment contracts, debts on residences or  
29 recreational property exempt from disclosure under paragraph 5 of this  
30 subsection, debts on motor vehicles not used for commercial purposes, debts  
31 secured by cash values on life insurance or debts owed to relatives. It is  
32 sufficient disclosure of a creditor if the name and address of a person to  
33 whom payments are made is disclosed. If the public officer, any member of  
34 his household or a controlled or dependent business incurred or discharged a  
35 debt which is reportable under this subsection during the preceding calendar  
36 year, the report shall disclose that the transaction was made and the date it  
37 occurred.

38 7. The identification and amount of each debt exceeding one thousand  
39 dollars owed at any time during the preceding calendar year to the public  
40 officer and members of his household in their own names, or to any other  
41 person for the use or benefit of the public officer or any member of his  
42 household. The disclosure shall include the identification and amount of  
43 each debt exceeding ten thousand dollars to a controlled business or  
44 dependent business which was also more than thirty ~~per-cent~~ PERCENT of the  
45 total indebtedness to the business at any time during the preceding calendar  
46 year. This paragraph shall not be construed to require the disclosure of

1 debts from the ordinary conduct of a business other than a controlled or  
2 dependent business. If the public officer, any member of his household or a  
3 controlled or dependent business incurred or discharged a debt which is  
4 reportable under this subsection during the preceding year, the report shall  
5 disclose that the transaction was made and the date it occurred.

6 8. The name of each source of any gift, or accumulated gifts from a  
7 single source, of more than five hundred dollars received by the public  
8 officer and members of his household in their own names during the preceding  
9 calendar year, or by any other person for the use or benefit of the public  
10 officer or any member of his household except gifts received by will or by  
11 virtue of intestate succession, or received by way of distribution from any  
12 inter vivos or testamentary trust established by a spouse or by an ancestor,  
13 or gifts received from any other member of the household or relatives to the  
14 second degree of consanguinity. ~~Political campaign contributions shall not  
15 be construed as gifts if otherwise publicly reported as political campaign  
16 contributions as required by law.~~

17 9. A list of all business licenses issued to, held by or in which the  
18 public officer or any member of his household had an interest at any time  
19 during the preceding calendar year, including the name in which the license  
20 was issued, the type of business and its location.

21 10. A list of all bonds, together with their value, issued by this  
22 state or any political subdivision of this state and held at any time during  
23 the preceding calendar year by the public officer or any member of his  
24 household, which bonds issued by a single entity had a value in excess of one  
25 thousand dollars. If the public officer or any member of his household  
26 acquired or divested any bonds during the preceding calendar year which are  
27 reportable under this paragraph, the fact that the transaction occurred and  
28 the date shall also be shown.

29 11. THE NAME OF EACH MEETING, CONFERENCE OR OTHER EVENT WHERE THE  
30 PUBLIC OFFICER IS PARTICIPATING IN THE PUBLIC OFFICER'S OFFICIAL CAPACITY IF  
31 TRAVEL-RELATED EXPENSES OF ONE THOUSAND DOLLARS OR MORE WERE INCURRED ON  
32 BEHALF OF THE PUBLIC OFFICER AND THE TRAVEL-RELATED EXPENSES ARE NOT PAID BY  
33 THE PUBLIC OFFICER.

34 B. If an amount or value is required to be reported pursuant to this  
35 section, it is sufficient to report whether the amount or value of the equity  
36 interest falls within:

- 37 1. Category 1, one thousand dollars to twenty-five thousand dollars.
- 38 2. Category 2, more than twenty-five thousand dollars to one hundred  
39 thousand dollars.
- 40 3. Category 3, more than one hundred thousand dollars.

41 C. This section does not require the disclosure of any information  
42 that is privileged by law.

43 D. The statement required to be filed pursuant to subsection A shall  
44 be filed by all persons who qualified as public officers at any time during  
45 the preceding calendar year on or before January 31 of each year with the  
46 exceptions that a public officer appointed to fill a vacancy shall, within

1 sixty days following his taking of such office, file a financial disclosure  
2 statement covering as his annual period the twelve month period ending with  
3 the last full month prior to the date of his taking office, and a public  
4 officer whose final term expires less than thirty-one days into the  
5 immediately following calendar year may file the public officer's final  
6 financial disclosure at the same time as the disclosure for the last  
7 immediately preceding year.

8 E. The secretary of state shall prepare written guidelines, forms and  
9 samples for completing the financial disclosure statement required by this  
10 section. A copy of the guidelines, forms and samples shall be distributed to  
11 each public officer and shall be made available to each candidate required to  
12 file a financial disclosure statement pursuant to section 38-543.

13 F. Beginning January 1, 2017, the statement required to be filed in  
14 subsection D of this section may be filed by the public officer in a form  
15 prescribed by the secretary of state that includes authorization for future  
16 filings to be submitted in an electronic format. Any subsequent filings  
17 required to be filed in subsection D of this section may be filed in an  
18 electronic format as prescribed by the secretary of state. **BEGINNING  
19 JANUARY 1, 2017, ANY STATEMENTS THAT ARE REQUIRED TO BE FILED BY A LOCAL  
20 PUBLIC OFFICER PURSUANT TO AN ORDINANCE, RULE, RESOLUTION OR REGULATION  
21 ADOPTED PURSUANT TO SECTION 38-545 MAY BE FILED IN AN ELECTRONIC FORMAT AS  
22 PRESCRIBED BY THE SECRETARY OF STATE.**

23 Sec. 3. Effective date

24 This act is effective from and after December 31, 2016.

APPROVED BY THE GOVERNOR MAY 11, 2016.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 11, 2016.

**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 15, 2016

**AGENDA ITEM: 9C**

**TO:** Honorable Mayor and Council

**FROM:** Police Chief- John Noland

**SUBJECT:** Adoption of Resolution No. 2016-0491, authorizing the Town to enter into Sahuarita Contract No. 170042, an Intergovernmental Agreement (IGA) between the Town of Sahuarita and Arizona Department of Homeland Security, for the purpose of receiving grant funds from the Arizona Department of Homeland Security in the amount of \$174,000, for overtime and mileage to increase the Town’s law enforcement capacity to combat criminal activity associated with or directly stemming from the International Border. The grant is in effect from November 1, 2016, through December 31, 2017.

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input type="checkbox"/> Planning for Our Community’s Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input checked="" type="checkbox"/> Quality of Life	 <input type="checkbox"/> Other

**GOALS/OTHER:** Goal One (1): Assure the Town continues to be a safe community.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted: \$174,000
2. Available Budget/Project Capacity (\$): Not Applicable

**STAFF RECOMMENDATION**

It is the recommendation of staff to approve the IGA with the Arizona Department of Homeland Security and accept the Operation Stonegarden Funds.

**SUGGESTED MOTION**

**I move to adopt Resolution No. 2016-0491.**

**DISCUSSION**

The Sahuarita Police Department would like to enter into an IGA with the Arizona Department of Homeland Security in which the Town of Sahuarita will be provided \$174,000 from the Arizona Department of Homeland Security- (OPSG) Stonegarden Grant for Overtime and Mileage in order to address transnational human and drug smuggling threats in the Sahuarita community.

By entering into this agreement, the Department and Town will be better prepared to address transnational threats that affect the welfare of Sahuarita citizens as well as the border region.

**ATTACHMENTS**

1. Resolution No. 2016-0491





## **SAHUARITA RESOLUTION NO. 2016-0491**

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A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO SAHUARITA CONTRACT NO. 170042, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF SAHUARITA AND ARIZONA DEPARTMENT OF HOMELAND SECURITY, FOR THE PURPOSE OF RECEIVING GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$174,000.00, FOR OVERTIME AND MILEAGE TO INCREASE THE TOWN'S LAW ENFORCEMENT CAPACITY TO COMBAT CRIMINAL ACTIVITY ASSOCIATED WITH OR DIRECTLY STEMMING FROM THE INTERNATIONAL BORDER. THE GRANT IS IN EFFECT FROM NOVEMBER 1, 2016, THROUGH DECEMBER 31, 2017.

WHEREAS, the Town of Sahuarita, through the Sahuarita Police Department, and its resources are impacted by the proximity of the Town to the international border between Mexico and the United States; and

WHEREAS, the Arizona Department of Homeland Security ("AZDOHS") seeks to distribute Federal funds to support personnel services to the Sahuarita Police Department to be used for the purpose of increasing its law enforcement capacity to combat criminal activity associated with or directly stemming from the international border; and

WHEREAS, the Town of Sahuarita and the AZDOHS wish to enter into Sahuarita Contract No. 170042, an Intergovernmental Agreement between the Town and the AZDOHS so that the Sahuarita Police Department may receive such funds, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Mayor and Council of the Town of Sahuarita have determined that entering into this Intergovernmental Agreement is in the best interests of the Town and its residents.

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

- Section 1.** The Mayor and Council hereby authorize the Town of Sahuarita to enter into Sahuarita Contract No. 170042, an Intergovernmental Agreement between the Town of Sahuarita and the Arizona Department of Homeland Security so that the Sahuarita Police Department may receive funding from the AZDOHS. A copy of this Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference.
- Section 2.** That Chief of Police John Noland is appointed agent for the Town of Sahuarita to execute and submit the Agreement and all documents and any other necessary or desirable instruments in connection with such funding.
- Section 3.** The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution and sections of the Town Code.
- Section 4.** All ordinances, resolutions, or motions and parts of ordinances, resolutions or motions of the council in conflict with the provisions of this Resolution are hereby repealed, effective as of the effective date of this Resolution. All internal references within the Town Code to any affected provision are hereby updated.
- Section 5.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 12<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa Cole, MMC  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel J. Hochuli  
Town Attorney

EXHIBIT "A"

*Intergovernmental Agreement between the Town of Sahuarita and the  
Arizona Department of Homeland Security  
Sahuarita Contract No. 170042*



**SUBRECIPIENT AGREEMENT  
OPERATION STONEGARDEN GRANT PROGRAM  
OVERTIME/MILEAGE**

**16-AZDOHS-OPSG-160418-01**

Enter Subrecipient Agreement number above (e.g., 160XXX-XX)

**Between**

**The Arizona Department of Homeland Security  
And  
Sahuarita Police Department**

Enter the name of the Subrecipient Agency above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the  
**Sahuarita Police Department**

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **November 1, 2016** and shall terminate on **December 31, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled "**OPSG Overtime and Mileage**" and funded at **\$174,000** (as may have been modified by the award letter).  
Enter Funded Amount above

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

a) Provide up to **\$174,000** to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.
- b) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).
- c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

**VII. APPLICABLE FEDERAL REGULATIONS**

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

#### **National Incident Management System (NIMS)**

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

#### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

#### **Consultants/Trainers/Training Providers**

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

#### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants](http://www.azdohs.gov/grants).

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

## **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

## **Property Control**

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
  1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov](http://www.azdohs.gov). The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov](http://www.azdohs.gov).

#### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

#### **VIII. DEBARMENT CERTIFICATION**

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

## X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

### a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov](http://www.azdohs.gov). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

### b) Quarterly Programmatic Reports are due:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

### c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

### d) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

#### a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

### e) Financial Reimbursements

**The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

**Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

**Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

**Article C - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article E - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### **Article F - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

#### **Article G - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

#### **Article H - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

#### **Article I - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article J - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### **Article K - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article L - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

#### **Article M - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article N - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

#### **Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

**Article P - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article Q - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

**Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article T - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article U - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article V - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and

services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article X - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article Z - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AA - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article AB - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in 35 U.S.C. § 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AC - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article AD - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

#### **Article AE - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

#### **Article AF - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at [2 CFR Part 200 Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article AG - Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 CFR Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article AH - Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

#### **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

#### **XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

#### **XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

#### **XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. § 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any

report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

**XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

**XXX. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

**XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXIII. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXIV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVI. SPECIAL CONDITIONS**

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XXXVII. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

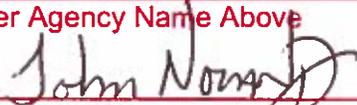
The AZDOHS shall address all notices relative to this Agreement to:

Officer Holly Graves  
\_\_\_\_\_  
Enter Title, First & Last Name Above  
Sahuarita Police Department  
\_\_\_\_\_  
Enter Agency Name Above  
315 W. Sahuarita Center Way  
\_\_\_\_\_  
Enter Street Address Above  
Sahuarita, AZ 85629  
\_\_\_\_\_  
Enter City, State, ZIP Above

**XXXVIII. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Sahuarita Police Department  
\_\_\_\_\_  
Enter Agency Name Above  
  
\_\_\_\_\_  
Authorized Signature Above  
John Noland - Police Chief  
\_\_\_\_\_  
Print Name & Title Above  
11/8/16  
\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security  
\_\_\_\_\_  
Gilbert M. Orrantia  
Director  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Lisa Cole, MMC, Town Clerk

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel J. Hochuli, Town Attorney

**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 23, 2016

**AGENDA ITEM: 9D**

**TO:** Honorable Mayor and Council  
**FROM:** John Mitchell, P.E., Interim Public Works Director  
**SUBJECT:** Adoption of Resolution No. 2016-0493 extinguishing public utility easements established by the Final Plat for Rancho Resort, Lots 1 through 326, Tracts 1-4, Common Areas "A" (Private Streets), "B" (Open Space, Drainage, Landscape, Pedestrian, Utility), "C" (Recreation Facilities), and "D" (Drainage), recorded in Pima County at Book 56, Page 78.



	<input type="checkbox"/> Economic Development		<input type="checkbox"/> Infrastructure		<input checked="" type="checkbox"/> Planning for Our Community's Future
	<input type="checkbox"/> Organizational Effectiveness		<input type="checkbox"/> Quality of Life		<input type="checkbox"/> Other

**GOALS/OTHER:** Assure developer funded projects provide the necessary public infrastructure.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted: Not Applicable
2. Available Budget/Project Capacity (\$): Not Applicable

**STAFF RECOMMENDATION**

Staff recommends adoption of Resolution No. 2016-0493.

**SUGGESTED MOTION**

**I move to adopt Resolution No. 2016-0493.**

**DISCUSSION**

The developer is seeking approval of an Amended Final Plat for Rancho Resort, Lots 226A through 286A, said Amended Final Plat being a re-subdivision of the Final Plat for Rancho Resort, Lots 1 through 326, Tracts 1-4, Common Areas "A" (Private Streets), "B" (Open Space, Drainage, Landscape, Pedestrian, Utility), "C" (Recreation Facilities), and "D" (Drainage).

Arizona Revised Statutes §28-7214, authorizes the Mayor and Council to extinguish easements. Easements in the original Final Plat were for public use and private benefit, granted to the Town of Sahuarita and all utility companies as easements for the purpose of access, installation and maintenance of public sewers and other uses as designated by the plat.

Town staff routed the Amended Final Plat to utility companies for their review prior to staff approval of the Amended Final Plat. No objections were received. The applicant will be required to obtain signatures from the utility companies in order to formally abandon their interest in the easements. This will be a separate process.

As part of the Amended Final Plat, the developer will dedicate new easements aligned with the re-platted lot lines in order for the Town of Sahuarita and other utility companies to access, install, and maintain utility services.

**ATTACHMENTS**

1. Resolution No. 2016-0493





## **SAHUARITA RESOLUTION NO. 2016-0493**

---

A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, EXTINGUISHING PUBLIC UTILITY EASEMENTS ESTABLISHED BY THE FINAL PLAT FOR RANCHO RESORT, LOTS 1 THROUGH 326, TRACTS 1-4, COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY), "C" (RECREATION FACILITIES), AND "D" (DRAINAGE) RECORDED IN PIMA COUNTY AT BOOK 56, PAGE 78.

WHEREAS, on December 23, 2002, a final plat for Rancho Resort, Lots 1 through 326, Tracts 1-4, Common Areas "A" (Private Streets), "B" (Open Space, Drainage, Landscape, Pedestrian, Utility), "C" (Recreation Facilities), and "D" (Drainage), was recorded in the office of the Pima County Recorder at Book 56, Page 78 (the "Original Plat"), said plat granting easements over certain property for utility companies and the Town of Sahuarita; and

WHEREAS, Fidelity National Title Agency, Inc., an Arizona corporation, as trustee under trust #10899, and not in its corporate capacity, on behalf of its beneficiary, Rancho Resort, L.L.C., an Arizona limited liability company, is seeking to re-subdivide a portion of the property, replacing the Original Plat with an Amended Final Plat for Rancho Resort, Lots 226A-286A (the "Amended Plat"); and

WHEREAS, in order to replace the Original Plat with the Amended Plat, the existing side yard easements for lots 226-229, 234, 238, 239, 241-246, and 248-324 must be extinguished, and replaced with easements in the Amended plat; and

WHEREAS, by this Resolution the Town of Sahuarita consents to the extinguishment of the easements in the Original Plat; and

WHEREAS, Arizona Revised Statutes §28-7214 authorizes the Mayor and Council to extinguish easements; and

WHEREAS, as part of the process of approving the Amended Plat, the Mayor and Council desire to extinguish the easements in the Original Plat.

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

- Section 1.** Side yard easements for lots 226-229, 234, 238, 239, 241-246, and 248-324 set forth in the Original Plat , recorded at Book 56, Page 78 are hereby extinguished pursuant to A.R.S. §28-7214, and that any and all interest held by the Town therein is hereby extinguished.
- Section 2.** The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.
- Section 3.** All resolutions or motions and parts of resolutions or motions of the council in conflict with the provisions of this Resolution are hereby repealed, effective as of the effective date of this Resolution. All internal references within the town code to any affected provision are hereby updated.
- Section 4.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 12<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Daniel J. Hochuli  
Town Attorney

\_\_\_\_\_  
Lisa Cole, MMC  
Town Clerk

**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 22, 2016

**AGENDA ITEM: 9E**

**TO:** Honorable Mayor and Council  
**FROM:** Sarah S. More, FAICP, Planning & Zoning Director  
**SUBJECT:** **Approval of the Amended Final Plat for Rancho Sahuarita Rancho Resort (Case No. SA12-16-00008).**

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input checked="" type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input type="checkbox"/> Other

**GOALS/OTHER:** Focus Area 3: Promote planned growth that fosters high quality and diverse development, facilitates sustainable infrastructure and assures quality services.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted: Not Applicable
2. Available Budget/Project Capacity (\$): Not Applicable

**STAFF RECOMMENDATION**

Staff recommends approval of the Amended Final Plat for Rancho Resort Lots 226A-286A.

**SUGGESTED MOTION**

**I move to approve the Amended Final Plat for Rancho Resort Lots 226A-286A (Case No. SA12-16-00008).**

**DISCUSSION**

**BACKGROUND:**

EEC, Inc., representing Rancho Resort, L.L.C., requests approval of an amended Final Plat for Rancho Resort – Lots 226A – 286A. The proposed subdivision is a re-plat of lots 226-229, 234, 235, 238, 239, 241-246, 248-324. The gross area of the re-plat is 4.1 acres and includes 61 lots. The area is currently platted for 86 lots. The purpose of the re-plat is to create larger lots that will accommodate traditional site-built housing product.

This subdivision is located within the age restricted community of Rancho Resort north of Sahuarita Road and west of I-19. The applicant is not proposing any new public roads, and the existing right-of-way is not being changed.

This plat meets the requirements of the Rancho Sahuarita Specific Plan and Town of Sahuarita subdivision standards.

**ATTACHMENTS**

1. Amended Final Plat Rancho Resort Lots 226A-286A





**ACKNOWLEDGMENT**

STATE OF ARIZONA )  
 PIMA COUNTY )  
 ON THIS 22<sup>nd</sup> DAY OF November 2016, BEFORE ME PERSONALLY APPEARED MARION L. HILL, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 5-9-18  
  
Rita L. Kippes  
 NOTARY PUBLIC DATE 11-22-16

**ASSURED WATER SUPPLY**  
 THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

TOWN ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL**  
 I, \_\_\_\_\_ CLERK OF THE TOWN OF SAHUARITA, ARIZONA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SAHUARITA, ARIZONA ON THIS DAY OF THE \_\_\_\_ OF \_\_\_\_\_ (MONTH) 20\_\_.

CLERK OF THE TOWN OF SAHUARITA \_\_\_\_\_ DATE \_\_\_\_\_  
 TOWN ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 DEPARTMENT OF PLANNING AND ZONING \_\_\_\_\_ DATE \_\_\_\_\_

**ASSURANCES**  
 NO ASSURANCES ARE REQUIRED FOR THIS SUBDIVISION. ALL NECESSARY IMPROVEMENTS ARE EXISTING AND HAVE BEEN ACCEPTED BY THE TOWN OF SAHUARITA.

MAYOR, TOWN OF SAHUARITA, ARIZONA \_\_\_\_\_ DATE \_\_\_\_\_

**DEDICATION**  
 WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTY HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, THE UNDERSIGNED TO HEREBY HOLD HARMLESS THE TOWN OF SAHUARITA, THEIR SUCCESSORS, ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE, HEREBY GRANT TO THE TOWN OF SAHUARITA AND ALL UTILITY COMPANIES ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND OTHER USES AS DESIGNATED BY THIS PLAT, INCLUDING ACCESS TO AIR-CONDITIONING UNITS ALONG BUILDING SIDES.

PRIVATE DRAINAGEWAYS AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN RANCHO RESORT AS DEFINED BY THE MASTER CC&R'S AND ARE GRANTED AS EASEMENTS TO THE TOWN OF SAHUARITA, THE PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES, AND PUBLIC SEWERS. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS SHALL BE VESTED IN THE MASTER ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER \_\_\_\_\_ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THE MASTER ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND LIABILITY FOR THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER 10899 ONLY AND NOT IN ITS CORPORATE CAPACITY.

Marion L. Hill 11-22-16  
 TRUST OFFICER DATE  
 BENEFICIARIES OF TRUST NUMBER 10899: RANCHO RESORT, L.L.C.  
 6339 E. SPEEDWAY #102  
 TUCSON, ARIZONA 85710

**GENERAL NOTES**

- EXISTING ZONING IS RC, PER RANCHO SAHUARITA SPECIFIC PLAN (SA 09-95-1) AND WILL REMAIN. CONDITIONALLY APPROVED ZONING IS RC (CB-2).
- THE USE OF THIS PROJECT IS SINGLE FAMILY RESIDENTIAL AND/OR COMMERCIAL AND IS PERMITTED IN ACCORDANCE WITH SECTION 18.23 OF THE TOWN OF SAHUARITA ZONING CODE.
- THE GROSS AREA OF THE SUBDIVISION IS 4.1 ACRES.
- MINIMUM LOT SIZE IS 1,500 SQUARE FEET. THE TOTAL NUMBER OF LOTS IS 61.
- THE WATER COMPANY THAT WILL SERVICE THIS SUBDIVISION IS SAHUARITA WATER COMPANY.
- THE WATER PROVIDER HAS OBTAINED A DESIGNATION OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.
- THE WASTEWATER PROVIDED THAT WILL SERVICE THIS SUBDIVISION IS SAHUARITA WASTEWATER UTILITY.
- NEW PRIVATE STREETS TOTAL 0 MILES. (NO NEW PRIVATE STREETS PER THIS PLAT)
- NEW PUBLIC STREETS TOTAL 0 MILES. (NO NEW PRIVATE STREETS PER THIS PLAT)
- THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 13 EAST, G. & S.R.M., ACCORDING TO BOOK 5 OF RECORDS OF SURVEY PAGE 37, BEARING BEING S89°38'28"E.

**RESTRICTIVE NOTES**

- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
- THE DEVELOPER, ANY SUCCESSORS AND ASSIGNS, SHALL HOLD THE TOWN OF SAHUARITA AND PIMA COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS DEVELOPMENT AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.
- AN ALL-WEATHER ACCESS CAPABLE OF SUPPORTING THE IMPOSED LOAD OF AT LEAST 75,000 POUNDS WILL BE PROVIDED WITHIN THIS DEVELOPMENT PRIOR TO COMBUSTIBLES ENTERING SITE.
- FIRE FLOW REQUIREMENTS MUST BE MET AND APPROVED BY THE TOWN OF SAHUARITA FIRE MARSHAL PRIOR TO COMBUSTIBLES ENTERING SITE.
- FIRE LANES SHALL BE IDENTIFIED AND MARKED WITH SIGNS APPROVED BY THE TOWN OF SAHUARITA FIRE MARSHAL AND SHALL BE INSTALLED AT TIME OF PAVEMENT.

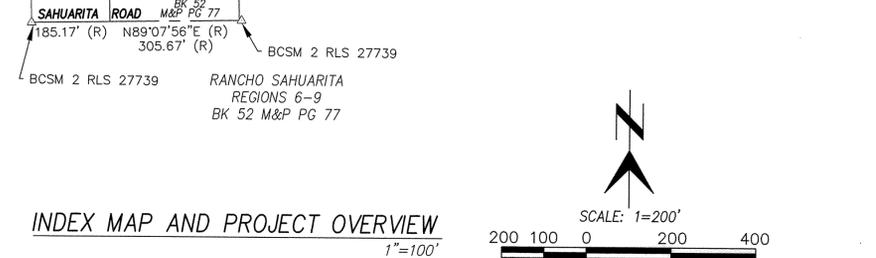
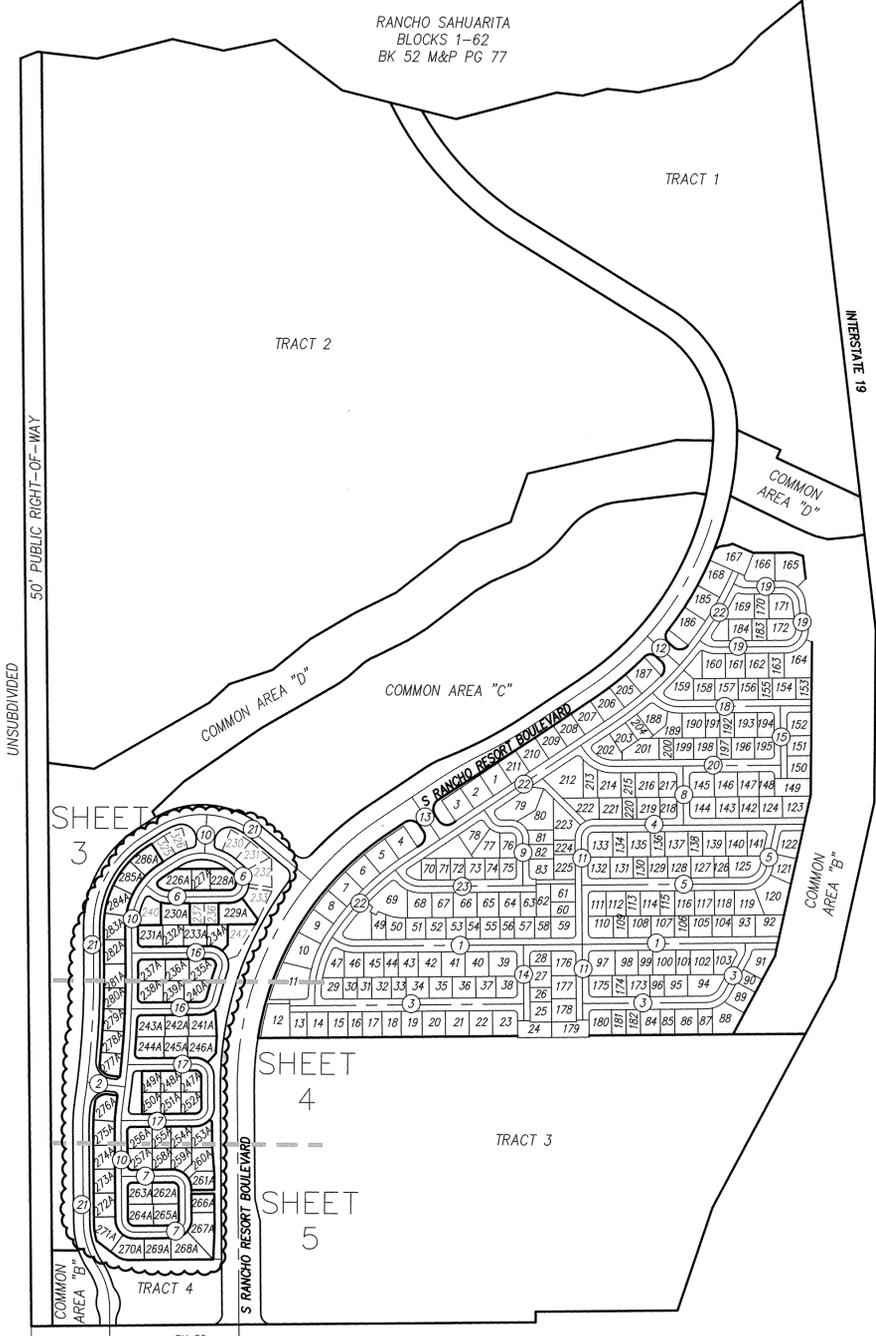
**SUPPLEMENTAL NOTES**

- ALL INTERIOR LOT CORNERS, PC, PT, AND ANGLE POINTS TO BE MONUMENTED AS SHOWN AND SET BY A REGISTERED LAND SURVEYOR.
- SIDE YARD EASEMENTS FOR LOTS 226-229, 234, 235, 238, 239, 241-246, 248-324 PER PLAT SA12-02-09 RECORDED AT BOOK 52, PAGE 76 OF MAPS AND PLATS ARE TO BE ABANDONED BY SEPARATE INSTRUMENT AND RELOCATED PER THIS PLAT.
- UNLESS OTHERWISE NOTED, AT LOT CORNERS SET MAG NAIL OR 1/2" REBAR TAGGED RLS 60468
- THE OWNER COVENANTS THAT THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE TOWN COUNCIL.
- MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES ON COMMON AREAS AND LOTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.
- YARD SETBACKS  
 FRONT YARD: 7'  
 SIDE YARD: 0' REQUIRED MINIMUM 6' SEPARATION  
 REAR YARD: 0' BETWEEN RESIDENTIAL STRUCTURES
- LOT ACCESS WILL BE AVAILABLE ONLY THROUGH COMMON AREA 'A' AND NOT ACROSS COMMON AREAS 'B' OR 'C'.

**CERTIFICATION OF SURVEY**

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION

Bruce Brown  
 BRUCE BROWN  
 REGISTERED LAND SURVEYOR NO. 60468

**OWNER/DEVELOPER**  
 RANCHO RESORT, L.L.C.  
 6339 E. SPEEDWAY #102  
 TUCSON, ARIZONA 85710  
 (520) 648-0020

**SHEET INDEX**  
 SHEET 1 COVER SHEET  
 SHEETS 2-4 PLAN SHEET  
 SHEET 5 CURVE TABLES

**AND**

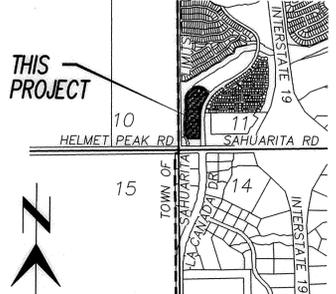
**FIDELITY NATIONAL TITLE AGENCY**  
 6245 E. BROADWAY #180  
 TUCSON, AZ 85711  
 (520) 290-6227

**Engineering and Environmental Consultants, Inc.**  
 4625 East Fort Lowell Road | Tucson, Arizona 85712  
 Tel 520.321.4625 | Fax 520.321.0333



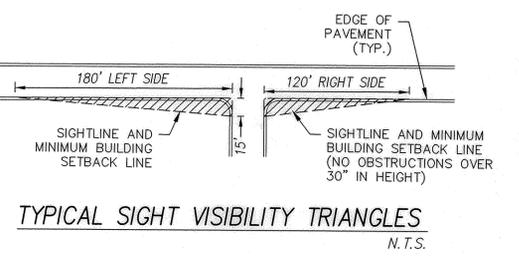
**STREET NAME INDEX**

- | KEY | STREET NAME                 |
|-----|-----------------------------|
| 1   | CALLE DE SOTELO             |
| 2   | CALLE PITA                  |
| 3   | CALLE PAYA DE SIESTA        |
| 4   | CALLE TRIO LOS PANCHOS      |
| 5   | CALLE QUERIDA               |
| 6   | VUELTA LAS CAMPANAS         |
| 7   | VUELTA ARVIZU               |
| 8   | AVENIDA LOMA DE COBRE       |
| 9   | AVENIDA JUAREZ              |
| 10  | AVENIDA CANICA              |
| 11  | AVENIDA VILLA GRATA SALVAJE |
| 12  | VIA CIELITO LINDO           |
| 13  | VIA LA BUENAVENTURA         |
| 14  | VIAL OJAL                   |
| 15  | AVENIDA PUENTE DEL PUEBLO   |
| 16  | VUELTA DEL YUNQUE           |
| 17  | VUELTA ORUGA                |
| 18  | CALLE PUENTE DE CARÑO       |
| 19  | VUELTA POTRILLO MESTEÑO     |
| 20  | CAMINITO MIO                |
| 21  | VIA PUENTE AL CIELO         |
| 22  | VIA PUENTE DEL VALLE        |
| 23  | CALLE MACILLO               |



**LEGEND**

- SUBDIVISION BOUNDARY
- RIGHT-OF-WAY LINE (PRIVATE)
- EASEMENT AS NOTED
- ROADWAY CENTERLINE
- EXISTING LOT LINE PER PREVIOUS PLAT
- FOUND MONUMENT AS NOTED
- FOUND MAG NAIL RLS 19862
- FOUND REBAR 1/2 RLS 19862
- MEASURED DIMENSION THIS SURVEY
- RECORD MEASUREMENT PER SA12-02-09
- RECORD MEASUREMENT PER SA12-02-09, CALCULATED
- CURVE NUMBER, SEE TABLE ON SHEET 6
- M7 MONUMENT TIE NUMBER, SEE TABLE ON SHEET 6
- RIGHT-OF-WAY WIDTH (PRIVATE)
- LOT ACCESS
- NO ACCESS EASEMENT
- COMMON AREA
- KEY NOTE
- SIGHT VISIBILITY TRIANGLE SEE DETAIL THIS SHEET



**AMENDED FINAL PLAT FOR RANCHO RESORT - LOTS 226A-286A**

A RESUBDIVISION OF RANCHO RESORT SUBDIVISION, LOTS 234, 235, 238, 239 and 241-324 AS RECORDED IN BOOK 56, PAGE 76 OF MAPS AND PLATS ON FILE AT THE PIMA COUNTY RECORDER'S OFFICE AND TOWN OF SAHUARITA PROJECT NUMBER SA12-02-09 SECTION 11 TOWNSHIP 17 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA

CASE REFERENCES: SA12-02-09  
 SA12-01-14  
 SA12-98-05  
 SA12-95-1

EEC JOB 16026  
 NOVEMBER 21, 2016

SA12-16-00008 SHEET 1 OF 23

N:\16026 - Rancho Resort\1500 Engineering, Design & Survey\500 Survey\504-CAD\16026 Rancho Resort AMENDED Final Plat.dwg Plotfile: Nov 21, 2016 11:22am crichardson

**DEDICATIONS**

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTY HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, THE UNDERSIGNED DO HEREBY HOLD HARMLESS THE TOWN OF SAHUARITA, THEIR SUCCESSORS, ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE, HEREBY DEDICATE AND CONVEY TO THE TOWN OF SAHUARITA THE INDICATED RIGHT-OF-WAYS AS SHOWN HEREON.

WE, HEREBY GRANT TO THE TOWN OF SAHUARITA AND ALL UTILITY COMPANIES ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND OTHER USES AS DESIGNATED BY THIS PLAT.

PRIVATE STREETS, PRIVATE DRAINAGEWAYS AND COMMON AREAS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN RANCHO RESORT AS DEFINED BY THE MASTER COAR'S, AND ARE GRANTED AS EASEMENTS TO THE TOWN OF SAHUARITA, THE PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES, AND PUBLIC SEWERS. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN THE MASTER ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET \_\_\_\_\_ AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THE MASTER ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND LIABILITY FOR THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER 10899 ONLY AND NOT IN ITS CORPORATE CAPACITY.

*Mary L. Hill* 12-10-02  
TRUST OFFICER DATE  
BENEFICIARIES OF TRUST NUMBER 10899: RANCHO RESORT, L.L.C. 6339 E. SPEEDWAY #102 TUCSON, ARIZONA 85710

**ACKNOWLEDGMENT**

STATE OF ARIZONA }  
PIMA COUNTY } SS  
ON THIS 10th DAY OF December, 2002, BEFORE ME PERSONALLY APPEARED *Corey Thompson* WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 1-1-05  
*Jean M. Ferguson*  
NOTARY PUBLIC

ANNOTATED COPY

**ASSURED WATER SUPPLY**

THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

*Max R. R...* 12/10/02  
TOWN ENGINEER DATE



**GENERAL NOTES**

- THE GROSS AREA OF THE SUBDIVISION IS 126,6408 ACRES.
- THE USE OF THIS PROJECT IS SINGLE FAMILY RESIDENTIAL AND/OR COMMERCIAL.
- THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 13 EAST, G. & S.R.M., ACCORDING TO BOOK 5 OF RECORDS OF SURVEY PAGE 37, BEARING BEING S89°38'28"E.
- TOTAL MILES OF NEW PRIVATE STREETS: 3.07 MILES.
- THE WATER COMPANY THAT WILL SERVICE THIS SUBDIVISION IS THE RANCHO SAHUARITA WATER COMPANY.
- AREAS:
  - COMMON AREA 'A' (PRIVATE STREETS): 14.28 ACRES (622,145.18 S.F.)
  - COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY): 6.34 ACRES (276,322 S.F.)
  - COMMON AREA 'C' (RECREATION FACILITIES): 8.30 ACRES (361,515 S.F.)
  - COMMON AREA 'D' (DRAINAGE): 7.89 ACRES (343,581 S.F.)
  - TRACT 1 (FUTURE DEVELOPMENT): 11.45 ACRES (498,925 S.F.)
  - TRACT 2 (FUTURE DEVELOPMENT): 37.58 ACRES (1,637,064 S.F.)
  - TRACT 3 (FUTURE DEVELOPMENT): 17.14 ACRES (746,502 S.F.)
  - TRACT 4 (FUTURE DEVELOPMENT): 0.93 ACRES (40,624 S.F.)
  - PUBLIC RIGHT-OF-WAY: 3.43 ACRES (149,266 S.F.)
- ALL INTERIOR LOT CORNERS, PC, PT, AND ANGLE POINTS TO BE MONUMENTED WITH 1/2" REBAR, SET BY REGISTERED LAND SURVEYOR.

**RESTRICTIVE NOTES**

- EXISTING ZONING IS RC, PER RANCHO SAHUARITA SPECIFIC PLAN (SA 09-95-1); APPROVED ZONING IS RC (08-2).
- MINIMUM LOT SIZE IS 1,500 S.F.
- THE OWNER COVENANTS THAT THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE TOWN COUNCIL.
- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
- MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES ON COMMON AREAS AND LOTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.
- YARD SETBACKS:
  - FRONT YARD: 7'
  - SIDE YARD: 0' REQUIRED MINIMUM 6' SEPARATION BETWEEN RESIDENTIAL STRUCTURES
  - REAR YARD: 0'
- LOT ACCESS WILL BE AVAILABLE ONLY THROUGH COMMON AREA "A" AND NOT ACROSS COMMON AREAS "B" OR "C"
- THIS FINAL PLAT IS BASED ON AND SUPERCEDES A PREVIOUS DEVELOPMENT PLAN: DEVELOPMENT PLAN FOR ENCLAVE "2" AND "3" OF THE RANCHO RESORT MANUFACTURED HOME DEVELOPMENT (SA-12-01-14).

**APPROVALS**

1. *Sandra P. Olivas*, CLERK OF THE TOWN OF SAHUARITA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SAHUARITA, ARIZONA, ON THIS DAY OF THE 9th OF December (MONTH), 2002.  
*Sandra P. Olivas* 12/09/02  
CLERK OF THE TOWN OF SAHUARITA DATE

*Max R. R...* 12/10/02  
TOWN ENGINEER DATE

*J. M. ...* 12/20/02  
DEPARTMENT OF PLANNING AND ZONING DATE

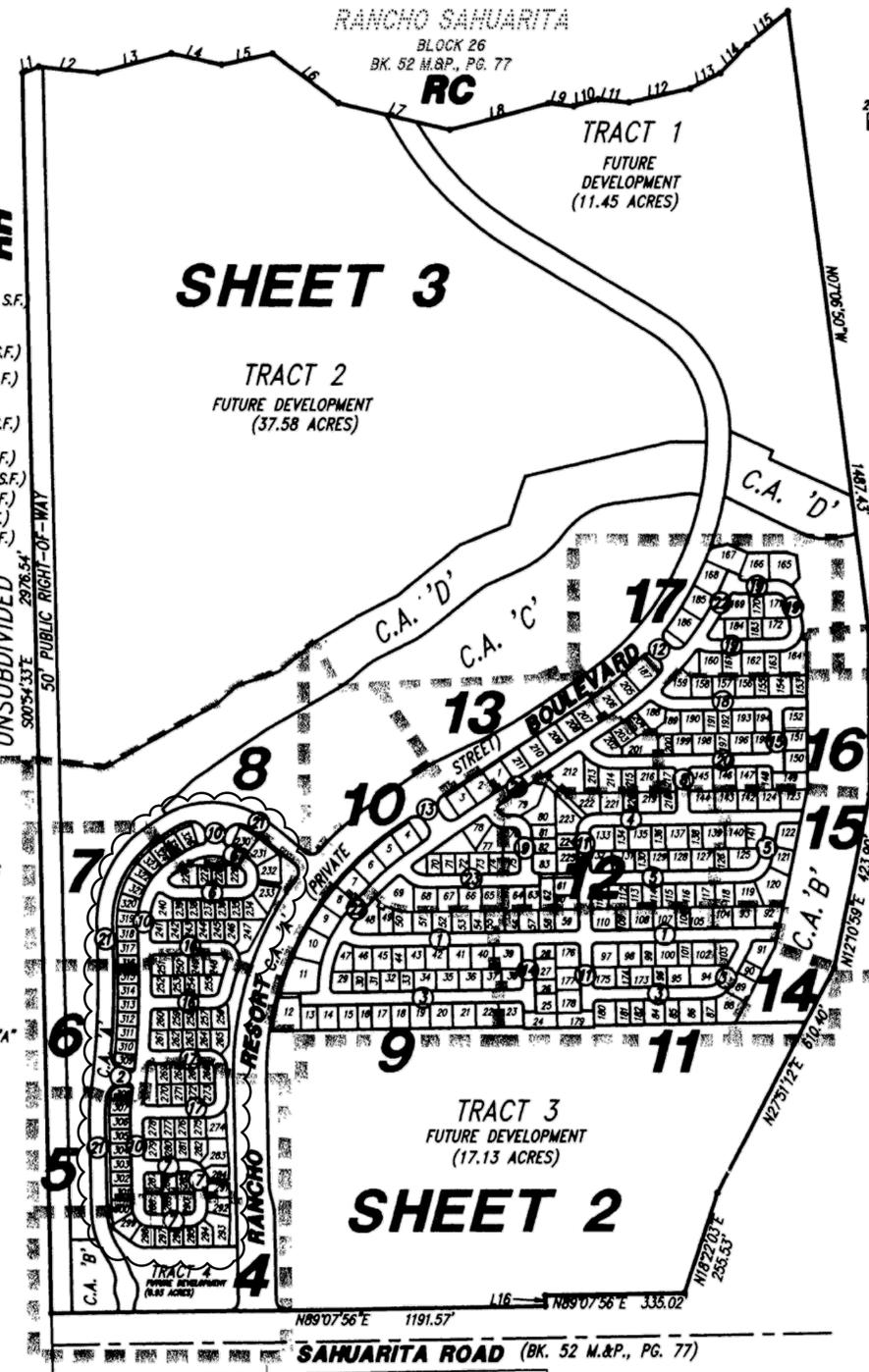
**ASSURANCES**  
NO ASSURANCES ARE REQUIRED FOR THIS SUBDIVISION. ALL NECESSARY IMPROVEMENTS ARE EXISTING AND HAVE BEEN ACCEPTED BY THE TOWN OF SAHUARITA.  
*J. M. ...* 12/09/02  
MAYOR, TOWN OF SAHUARITA, ARIZONA DATE

**CERTIFICATION OF ENGINEERING**

I HEREBY CERTIFY THAT THE FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS AS SHOWN, WERE PREPARED BY ME OR UNDER MY SUPERVISION.  
*Corey Thompson*  
COREY THOMPSON  
REGISTERED PROFESSIONAL ENGINEER  
R.L.S. NUMBER 22217

**CERTIFICATION OF SURVEY**

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATIONS, SIZE AND MATERIAL ARE CORRECTLY SHOWN.  
*Michael F. York*  
MICHAEL F. YORK  
REGISTERED LAND SURVEYOR  
R.L.S. NUMBER 19862



**STREET NAME INDEX**

- KEY STREET NAME
- CALLE DE SOTELO
  - CALLE PITA
  - CALLE PLAYA DE SIESTA
  - CALLE TRIO LOS PANCHOS
  - CALLE QUERIDA
  - VUELTA LAS CAMPANAS
  - VUELTA ARVIZU
  - AVENIDA LOMA DE COBRE
  - AVENIDA JUÁREZ
  - AVENIDA CANCA
  - AVENIDA VILLA GRATA SALVAJE
  - VIA CIELITO LINDO
  - VIA LA BUENAVENTURA
  - VIA OJAL
  - AVENIDA PUENTE DEL PUEBLO
  - VUELTA DEL YUNQUE
  - VUELTA ORUGA
  - CALLE FUENTE DE CARIÑO
  - VUELTA POTRILLO MESTEÑO
  - CAMINITO MIO
  - VIA PUENTE AL CIELO
  - VIA PUENTE DEL VALLE
  - CALLE MACILLO

**BOUNDARY**

**LINE TABLE**

LINE	LENGTH	BEARING
L1	42.64	N68°40'31"E
L2	142.08	S83°54'33"E
L3	183.92	N75°15'01"E
L4	123.23	S77°45'31"E
L5	125.98	N77°40'01"E
L6	197.44	S53°19'53"E
L7	277.43	S76°23'08"E
L8	245.05	S74°56'23"W
L9	61.39	N83°50'27"W
L10	60.51	S74°38'47"W
L11	74.91	N84°15'39"W
L12	151.06	S77°27'59"W
L13	81.10	S63°33'57"W
L14	94.47	S43°52'42"W
L15	126.77	S50°39'01"W
L16	25.00	N00°52'04"W

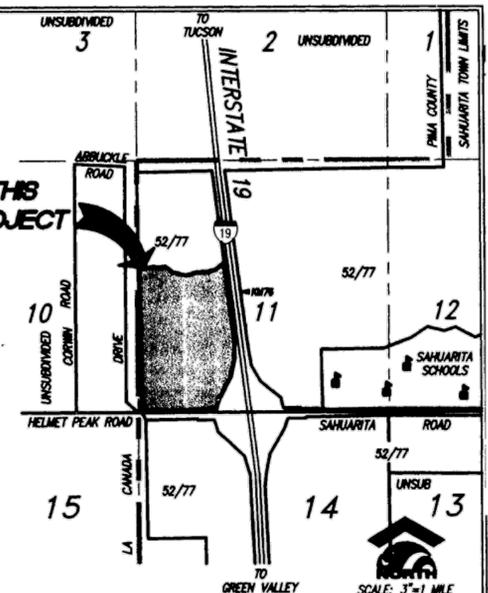
**SHEET INDEX**

- COVER SHEET
- 3 FLOOD PLAIN LIMITS AND TRACTS
- 4-17 PLAN SHEETS
- 18 CURVE & LINE TABLES

**INDEX MAP PROJECT OVERVIEW**

TOWN OF SAHUARITA  
PROJ#: SA12-02-09  
ZONE: SEE RESTRICTIVE NOTES  
Adm. Address:  
1330 W SAHUARITA RD

CASE REFERENCES: SA 12-02-09  
SA 12-01-14  
SA 12-98-05  
SA 09-95-1



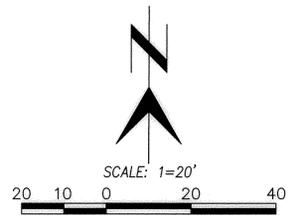
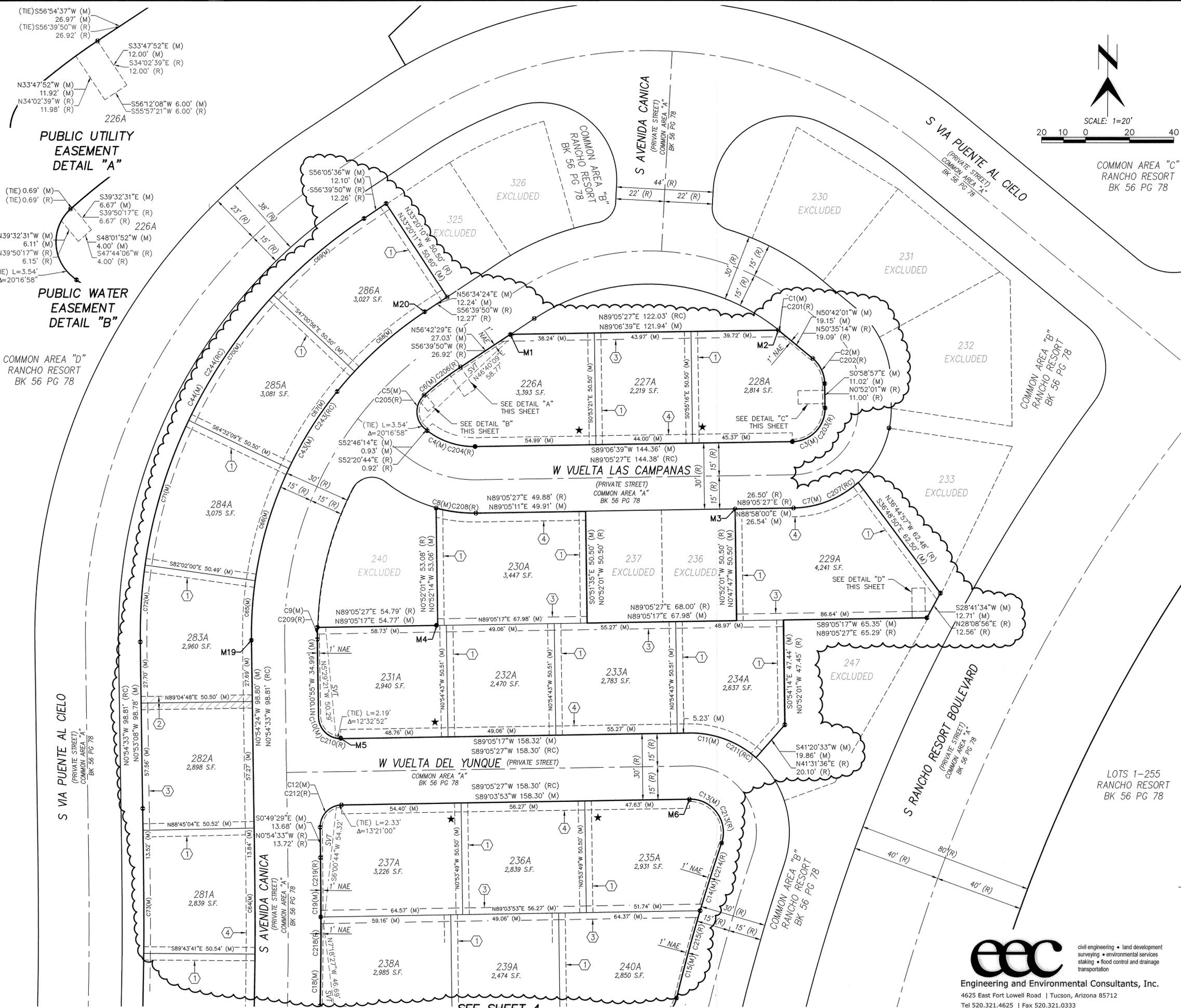
**LEGEND**

- 1" NAE NO ACCESS EASEMENT BY THIS PLAT
- BOUNDARY LINE BOUNDARY LINE
- EXISTING ADJACENT PROPERTY LINES EXISTING ADJACENT PROPERTY LINES
- STREET CENTERLINE AND SURVEY MONUMENT PER PC/COT S.D.# 103 TO BE DET BY A REGISTERED LAND SURVEYOR STREET CENTERLINE AND SURVEY MONUMENT PER PC/COT S.D.# 103 TO BE DET BY A REGISTERED LAND SURVEYOR
- EASEMENT LINES EASEMENT LINES
- 100-YEAR FLOOD PLAIN LIMITS 100-YEAR FLOOD PLAIN LIMITS
- SHEET MATCH LINE SHEET MATCH LINE
- FRONT OF LOT (FOR ADDRESSING PURPOSES AND LOT ACCESS) FRONT OF LOT (FOR ADDRESSING PURPOSES AND LOT ACCESS)
- INDICATES MONUMENT FOUND AS NOTED HEREON, HELD FOR CONTROL INDICATES MONUMENT FOUND AS NOTED HEREON, HELD FOR CONTROL
- INDICATES MONUMENT FOUND AS NOTED HEREON INDICATES MONUMENT FOUND AS NOTED HEREON
- INDICATES SET 1/2" REBAR WITH TAG MARKED "RLS 35545" INDICATES SET 1/2" REBAR WITH TAG MARKED "RLS 35545"
- 1/2" DIA., 16" LONG, TAGGED IRON ROD TO BE SET BY A REGISTERED LAND SURVEYOR AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE, MARKED WITH THE CERTIFYING SURVEYOR'S REGISTRATION NUMBER 1/2" DIA., 16" LONG, TAGGED IRON ROD TO BE SET BY A REGISTERED LAND SURVEYOR AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE, MARKED WITH THE CERTIFYING SURVEYOR'S REGISTRATION NUMBER
- RADIAL LINE --- ("R") SYMBOL IS PLACED ON THE END OF THE BEARING THAT IS CLOSEST TO THE ARC THAT THE LINE IS TO RADIAL LINE --- ("R") SYMBOL IS PLACED ON THE END OF THE BEARING THAT IS CLOSEST TO THE ARC THAT THE LINE IS TO
- CS CURVE NO. (SEE TABLE ON SHEET 18) CURVE NO. (SEE TABLE ON SHEET 18)
- CTS CURVE NO. (FOR TRACT BOUNDARIES) (SEE TABLE ON SHEET 2) CURVE NO. (FOR TRACT BOUNDARIES) (SEE TABLE ON SHEET 2)
- FL3 FLOOD PLAIN LIMITS LINE TABLE NUMBER (SEE TABLE ON SHEET 18) FLOOD PLAIN LIMITS LINE TABLE NUMBER (SEE TABLE ON SHEET 18)
- SVL SIGHT VISIBILITY TRIANGLE SIGHT VISIBILITY TRIANGLE
- PSVT PEDESTRIAN SIGHT VISIBILITY TRIANGLE PEDESTRIAN SIGHT VISIBILITY TRIANGLE
- KEY NOTE KEY NOTE

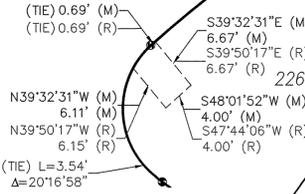
**FINAL PLAT**

**RANCHO RESORT**  
LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS), COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY), COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS  
SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA  
SA-12-02-09 SHEET 1 OF 18

N:\16026 - Rancho Resort\500-Engineering, Design & Survey\500-CADD\16026 Rancho Resort AMENDED Final Plat.dwg Plotted: Nov 21, 2016 - 10:29am crichardson



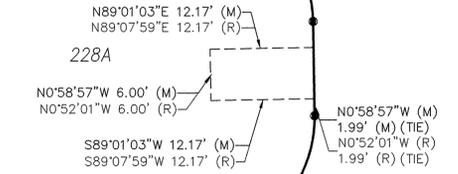
**PUBLIC UTILITY EASEMENT DETAIL "A"**



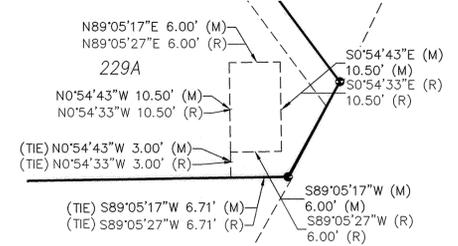
**PUBLIC WATER EASEMENT DETAIL "B"**



**PUBLIC UTILITY EASEMENT DETAIL "C"**



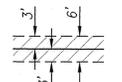
**PUBLIC UTILITY EASEMENT DETAIL "D"**



- EASEMENT KEY NOTES:**
- ① NEW 3' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT, SEE DETAIL 1 BELOW
  - ② NEW 3' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT (NO WALLS WITHIN EASEMENT), SEE DETAIL 2 BELOW
  - ③ EXISTING 3' PUBLIC UTILITY EASEMENT PER RANCHO RESORT BK 56 PG 78 M&P
  - ④ EXISTING 4' PUBLIC UTILITY EASEMENT PER RANCHO RESORT BK 56 PG 78 M&P



**3' PRIVATE USE & BENEFIT EASEMENT DETAIL 1**



**3' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT DETAIL 2**



**AMENDED FINAL PLAT FOR RANCHO RESORT - LOTS 226A-286A**

A RESUBDIVISION OF RANCHO RESORT SUBDIVISION, LOTS 234, 235, 238, 239 and 241-324 AS RECORDED IN BOOK 56, PAGE 78 OF MAPS AND PLATS ON FILE AT THE PIMA COUNTY RECORDER'S OFFICE AND TOWN OF SAHUARITA PROJECT NUMBER SA12-02-09 SECTION 11 TOWNSHIP 17 SOUTH, RANGE 13 EAST, G1A AND SALT RIVER MERIDIAN, TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA

**ECC**  
 Engineering and Environmental Consultants, Inc.  
 4625 East Fort Lowell Road | Tucson, Arizona 85712  
 Tel 520.321.4625 | Fax 520.321.0333

CASE REFERENCES: SA12-02-09  
 SA12-01-14  
 SA12-98-05  
 SA12-95-1  
 SA12-16-00008 SHEET 3 OF 23  
 EEC JOB 16026  
 NOVEMBER 21, 2016  
 SEQ NO

N:\16026 - Rancho Resort\500-Engineering, Design & Survey\500-Survey\594-C30\16026 Rancho Resort AMENDED Final Plat.dwg Plotted: Nov 21, 2016 - 10:29am crichardson

COMMON AREA "D" RANCHO RESORT BK 56 PG 78

S VIA PUENTE AL CIELO (PRIVATE STREET) COMMON AREA "A" BK 56 PG 78

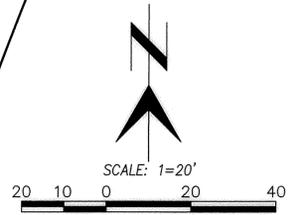
W CALLE PITA (PRIVATE STREET) COMMON AREA "A" BK 56 PG 78

S AVENIDA CANICA (PRIVATE STREET) COMMON AREA "A" BK 56 PG 78

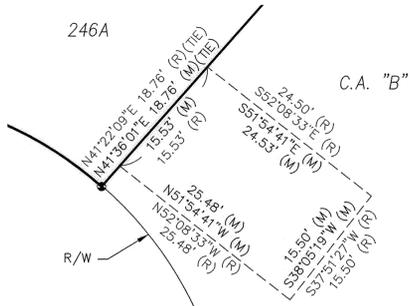
S RANCHO RESORT BOULEVARD (PRIVATE STREET) COMMON AREA "A" BK 56 PG 78

SEE SHEET 3

SEE SHEET 5

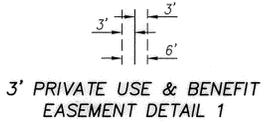


LOTS 1-255 RANCHO RESORT BK 56 PG 78

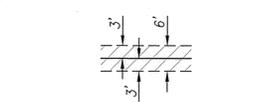


PUBLIC UTILITY EASEMENT DETAIL "A"

- EASEMENT KEY NOTES:**
- ① NEW 3' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT, SEE DETAIL 1 BELOW
  - ② NEW 3' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT (NO WALLS WITHIN EASEMENT), SEE DETAIL 2 BELOW
  - ③ EXISTING 3' PUBLIC UTILITY EASEMENT PER RANCHO RESORT BK 56 PG 78 M&P
  - ④ EXISTING 4' PUBLIC UTILITY EASEMENT PER RANCHO RESORT BK 56 PG 78 M&P



3' PRIVATE USE & BENEFIT EASEMENT DETAIL 1



3' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT DETAIL 2



AMENDED FINAL PLAT FOR RANCHO RESORT - LOTS 226A-286A

A RESUBDIVISION OF RANCHO RESORT SUBDIVISION, LOTS 234, 235, 238, 239 and 241-324 AS RECORDED IN BOOK 56, PAGE 78 OF MAPS AND PLATS ON FILE AT THE PIMA COUNTY RECORDER'S OFFICE AND TOWN OF SAHUARITA, PROJECT NUMBER SA12-02-09 SECTION 11 TOWNSHIP 17 SOUTH, RANGE 13 EAST, GLA AND SALT RIVER MERIDIAN, TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA

**EEC** civil engineering • land development  
surveying • environmental services  
staking • flood control and drainage  
transportation

Engineering and Environmental Consultants, Inc.  
4625 East Fort Lowell Road | Tucson, Arizona 85712  
Tel 520.321.4625 | Fax 520.321.0333

CASE REFERENCES: SA12-02-09  
SA12-01-14  
SA12-98-05  
SA12-95-1

EEC JOB 16026  
NOVEMBER 21, 2016

SA12-16-00008 SHEET 4 OF 23  
SEO NO

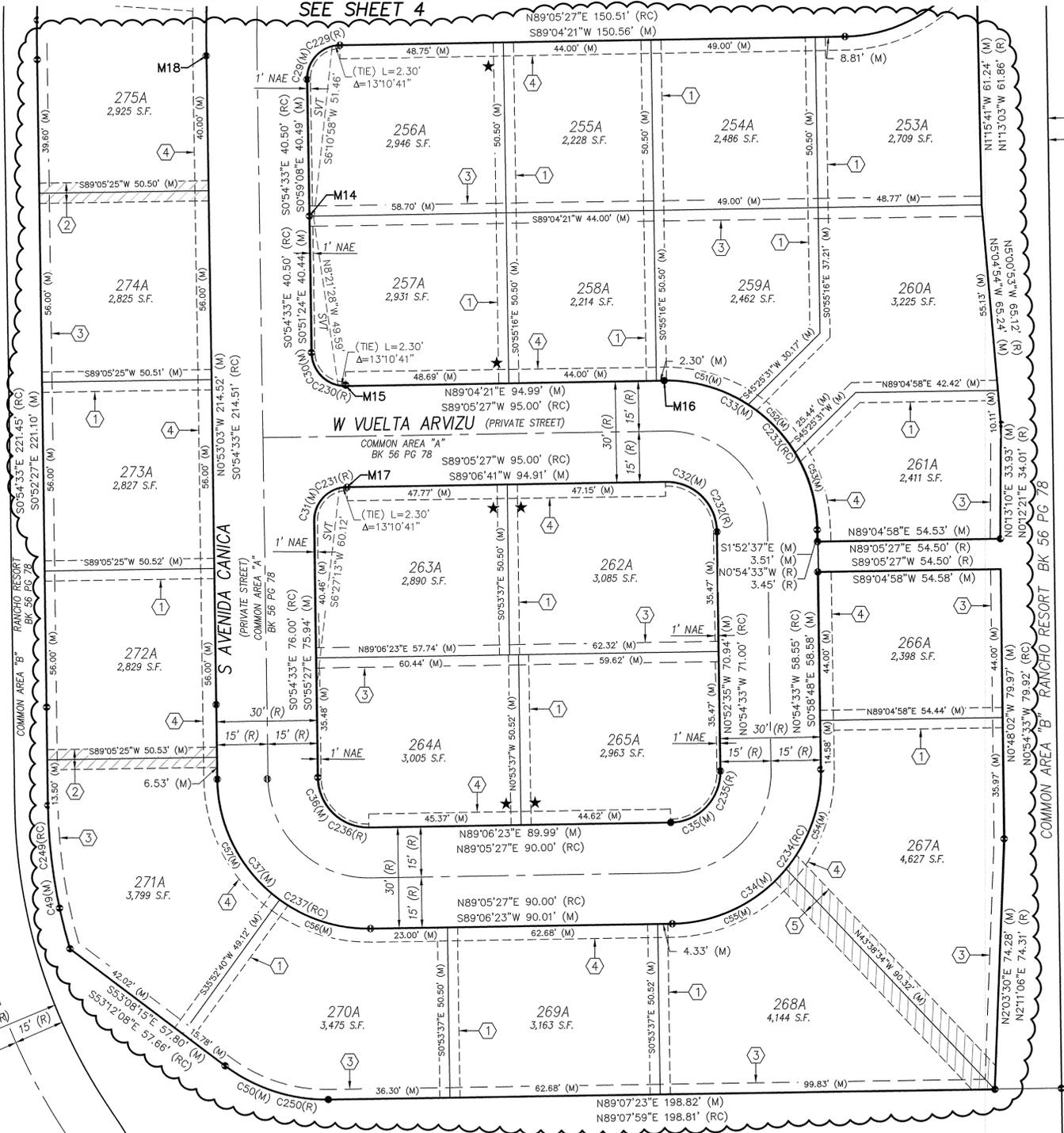
SEC NO

M:\16026 - Rancho Resort\500 Engineering, Design & Survey\500-Survey\594-C30\16026 Rancho Resort AMENDED Final Plat.dwg Plotfile: Nov 21, 2016 - 10:41am crichardson

COMMON AREA "B"  
RANCHO RESORT  
BK 56 PG 78

S VIA PUENTE AL CIELO  
(PRIVATE STREET)  
COMMON AREA "A"  
BK 56 PG 78

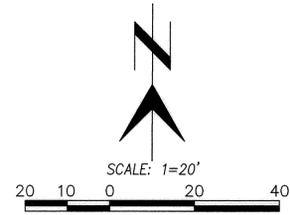
SEE SHEET 4



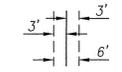
TRACT 4  
RANCHO RESORT  
BK 56 PG 78

TRACT 3  
RANCHO RESORT  
BK 56 PG 78

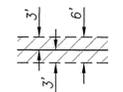
S RANCHO RESORT BOULEVARD  
(PRIVATE STREET)  
COMMON AREA "A"  
BK 56 PG 78



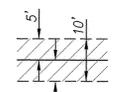
- EASEMENT KEY NOTES:**
- ① NEW 3' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT, SEE DETAIL 1 BELOW
  - ② NEW 3' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT (NO WALLS WITHIN EASEMENT), SEE DETAIL 2 BELOW
  - ③ EXISTING 3' PUBLIC UTILITY EASEMENT PER RANCHO RESORT BK 56 PG 78 M&P
  - ④ EXISTING 4' PUBLIC UTILITY EASEMENT PER RANCHO RESORT BK 56 PG 78 M&P
  - ⑤ NEW 5' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT (NO WALLS WITHIN EASEMENT), SEE DETAIL 3 BELOW



3' PRIVATE USE & BENEFIT EASEMENT DETAIL 1



3' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT DETAIL 2



5' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT DETAIL 3



AMENDED FINAL PLAT  
FOR  
**RANCHO RESORT - LOTS 226A-286A**

A RESUBDIVISION OF RANCHO RESORT SUBDIVISION, LOTS 234, 235, 238, 239 and 241-324 AS RECORDED IN BOOK 56, PAGE 78 OF MAPS AND PLATS ON FILE AT THE PIMA COUNTY RECORDER'S OFFICE AND TOWN OF SAHUARITA PROJECT NUMBER SA12-02-09 SECTION 11 TOWNSHIP 17 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA

**eec**  
Engineering and Environmental Consultants, Inc.  
4625 East Fort Lowell Road | Tucson, Arizona 85712  
Tel 520.321.4625 | Fax 520.321.0333

CASE REFERENCES: SA12-02-09  
SA12-01-14  
SA12-98-05  
SA12-95-1  
NOVEMBER 21, 2016  
SA12-16-00008 SHEET 5 OF 23  
SEO NO

N:\16026 - Rancho Resort\500-Engineering, Design & Survey\590-Survey\594-C30\16026 Rancho Resort AMENDED Final Plat.dwg Plotted: Nov 21, 2016 - 11:23am crichardson

SEC NO

Curve Table (Measured)					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1(M)	1.10	94.75	0°39'46"	N51° 04' 38"W	1.10
C2(M)	12.98	15.00	49°33'50"	N25° 32' 32"W	12.57
C3(M)	23.61	15.00	90°11'51"	N44° 14' 08"E	21.25
C4(M)	23.38	35.00	38°16'04"	S71° 43' 57"E	22.94
C5(M)	17.68	10.06	100°42'59"	S2° 24' 44"E	15.49
C6(M)	20.87	144.50	8°16'28"	S52° 30' 58"W	20.85
C7(M)	32.34	45.00	41°10'25"	N68° 31' 37"E	31.65
C8(M)	18.32	65.00	16°08'51"	S82° 50' 32"E	18.26
C9(M)	5.42	144.50	2°08'56"	S0° 13' 19"W	5.42
C10(M)	15.82	10.00	90°37'04"	S45° 39' 12"E	14.22
C11(M)	33.28	45.01	42°21'25"	N69° 57' 47"W	32.52
C12(M)	15.55	10.00	89°06'57"	S43° 50' 11"W	14.03
C13(M)	28.90	15.00	110°22'52"	N36° 28' 01"W	24.63
C14(M)	32.13	848.00	2°10'16"	S17° 39' 18"W	32.13
C15(M)	40.88	848.00	2°45'44"	S15° 05' 45"W	40.88
C16(M)	19.69	15.00	75°11'32"	N51° 17' 16"E	18.30
C17(M)	16.13	10.00	92°23'56"	S44° 59' 37"E	14.44
C18(M)	40.14	1412.42	1°37'41"	N0° 16' 32"E	40.14
C19(M)	26.86	1000.84	1°32'15"	N0° 18' 03"W	26.86
C20(M)	15.17	10.01	86°49'19"	S45° 46' 48"W	13.76
C21(M)	33.81	45.00	43°02'48"	N67° 43' 33"E	33.02
C22(M)	33.19	45.00	42°15'10"	N69° 51' 02"W	32.44
C23(M)	16.62	10.00	95°14'16"	S43° 18' 56"E	14.77
C24(M)	39.80	2105.50	1°04'59"	N3° 54' 40"E	39.80
C25(M)	41.19	2118.40	1°06'50"	N2° 55' 38"E	41.19
C26(M)	23.57	15.00	90°01'56"	N46° 05' 25"W	21.22
C27(M)	23.76	15.00	90°46'08"	N44° 06' 37"E	21.36
C28(M)	39.02	45.00	49°41'09"	N64° 16' 14"E	37.81
C29(M)	15.72	10.00	90°04'06"	S44° 01' 25"W	14.15
C30(M)	15.82	10.00	90°37'33"	S45° 54' 43"E	14.22
C31(M)	15.75	10.00	90°11'41"	S43° 58' 42"W	14.17
C32(M)	23.75	15.04	90°27'20"	N46° 11' 58"W	21.36
C33(M)	70.59	45.00	89°52'23"	N45° 54' 09"W	63.57
C34(M)	70.65	45.00	89°57'30"	N44° 05' 21"E	63.62
C35(M)	23.60	15.00	90°09'32"	N43° 59' 55"E	21.24
C36(M)	23.65	15.00	90°19'54"	S45° 55' 03"E	21.27
C37(M)	70.62	45.00	89°55'08"	S45° 56' 48"E	63.59
C38(M)	50.51	324.50	8°55'06"	S3° 24' 38"W	50.46
C39(M)	23.57	2077.34	0°39'00"	N7° 38' 58"E	23.57
C40(M)	3.13	10.00	17°56'21"	N2° 35' 30"W	3.12
C41(M)	3.17	10.00	18°09'04"	N15° 01' 47"E	3.15
C42(M)	248.99	2075.31	6°52'27"	N2° 31' 01"E	248.84
C43(M)	175.34	174.50	57°34'25"	S27° 53' 33"W	168.06
C44(M)	226.22	225.00	57°36'24"	S27° 54' 18"W	216.81
C45(M)	228.82	2024.39	6°28'34"	N2° 19' 59"E	228.70
C46(M)	34.80	33.00	60°25'43"	S53° 06' 48"E	33.21
C47(M)	34.60	33.00	60°04'11"	S66° 48' 26"W	33.03
C48(M)	67.78	375.00	10°21'22"	S4° 02' 15"W	67.69
C49(M)	43.16	155.00	15°57'11"	S8° 51' 52"E	43.02
C50(M)	32.90	50.00	37°41'53"	S72° 03' 19"E	32.31

Curve Table (Measured)					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C51(M)	26.36	45.00	33°33'31"	N74° 03' 34"W	25.98
C52(M)	20.17	45.00	25°40'45"	N44° 26' 26"W	20.00
C53(M)	24.06	45.00	30°38'06"	N16° 17' 00"W	23.78
C54(M)	31.80	45.00	40°29'30"	N19° 21' 21"E	31.14
C55(M)	38.85	45.00	49°28'00"	N64° 20' 06"E	37.66
C56(M)	28.89	45.00	36°47'02"	S72° 30' 51"E	28.40
C57(M)	41.73	45.00	53°08'06"	S27° 33' 17"E	40.25
C58(M)	15.97	324.50	2°49'13"	S0° 21' 42"W	15.97
C59(M)	34.54	324.50	6°05'53"	S4° 49' 15"W	34.52
C60(M)	50.64	2075.31	1°23'53"	N5° 15' 19"E	50.64
C61(M)	52.73	2075.31	1°27'21"	N3° 49' 42"E	52.73
C62(M)	52.56	2075.31	1°27'04"	N2° 22' 29"E	52.56
C63(M)	49.89	2075.31	1°22'39"	N0° 57' 38"E	49.89
C64(M)	43.17	2075.31	1°11'31"	N0° 19' 27"W	43.17
C65(M)	27.04	174.49	8°52'44"	S3° 32' 42"W	27.01
C66(M)	53.23	174.50	17°28'42"	S16° 43' 24"W	53.03
C67(M)	53.34	174.49	17°30'55"	S34° 13' 13"W	53.14
C68(M)	41.73	174.51	13°42'03"	S49° 49' 43"W	41.63
C69(M)	53.92	225.00	13°43'52"	S49° 50' 33"W	53.79
C70(M)	68.78	225.00	17°30'56"	S34° 13' 09"W	68.52
C71(M)	68.65	225.00	17°28'56"	S16° 43' 13"W	68.39
C72(M)	34.86	225.00	8°52'39"	S3° 32' 25"W	34.83
C73(M)	42.15	2024.39	1°11'35"	N0° 18' 31"W	42.15
C74(M)	48.68	2024.39	1°22'40"	N0° 58' 36"E	48.68
C75(M)	51.28	2024.39	1°27'05"	N2° 23' 29"E	51.28
C76(M)	51.40	2024.39	1°27'17"	N3° 50' 39"E	51.39
C77(M)	35.32	2024.39	0°59'58"	N5° 04' 17"E	35.32
C78(M)	47.34	375.00	7°13'57"	S5° 35' 58"W	47.30
C79(M)	20.44	375.00	3°07'25"	S0° 25' 17"W	20.44

Curve Table (Record)					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C201(R)	1.09	94.50	0°39'46"	N50° 55' 07"W	1.09
C202(R)	13.02	15.00	49°43'12"	N25° 43' 37"W	12.61
C203(R)	23.55	15.00	89°57'28"	N44° 06' 43"E	21.21
C204(R)	23.56	35.00	38°33'49"	S71° 37' 38"E	23.12
C205(R)	17.58	10.00	100°42'59"	S1° 59' 15"E	15.40
C206(R)	20.92	144.50	8°17'35"	S52° 31' 02"W	20.90
C207(RC)	32.35	45.00	41°11'03"	N68° 29' 55"E	31.65
C208(R)	18.36	65.00	16°11'16"	S82° 48' 55"E	18.30
C209(R)	5.41	144.50	2°08'40"	S0° 09' 47"W	5.41
C210(R)	15.71	10.00	90°00'00"	S45° 54' 33"E	14.14
C211(RC)	33.33	45.00	42°26'09"	N69° 41' 28"W	32.57
C212(R)	15.71	10.00	90°00'00"	S44° 05' 27"W	14.14
C213(R)	28.68	15.00	109°31'54"	N36° 08' 36"W	24.50
C214(R)	32.14	848.00	2°10'18"	S17° 32' 12"W	32.14
C215(R)	40.86	848.00	2°45'39"	S15° 04' 13"W	40.86
C216(R)	19.74	15.00	75°24'03"	N51° 23' 26"E	18.35
C217(R)	16.03	10.00	91°49'21"	S44° 59' 52"E	14.37
C218(R)	40.19	2105.50	1°05'37"	N0° 21' 59"E	40.19
C219(R)	26.78	2105.50	0°43'44"	N0° 32' 41"W	26.78
C220(R)	15.15	10.00	86°49'19"	S45° 40' 47"W	13.74
C221(R)	33.62	45.00	42°48'10"	N67° 41' 22"E	32.84
C222(RC)	33.20	45.00	42°16'28"	N69° 46' 19"W	32.45
C223(R)	16.65	10.00	95°22'42"	S43° 13' 12"E	14.79
C224(R)	39.70	2105.50	1°04'50"	N3° 55' 43"E	39.70
C225(R)	41.14	2105.50	1°07'10"	N2° 49' 43"E	41.14
C226(R)	23.57	15.00	90°02'32"	N45° 53' 17"W	21.22
C227(R)	23.55	15.00	89°57'28"	N44° 06' 43"E	21.21
C228(R)	39.03	45.00	49°41'46"	N64° 14' 34"E	37.82
C229(R)	15.71	10.00	90°00'00"	S44° 05' 27"W	14.14
C230(R)	15.71	10.00	90°00'00"	S45° 54' 33"E	14.14
C231(R)	15.71	10.00	90°00'00"	S44° 05' 27"W	14.14
C232(R)	23.56	15.00	90°00'00"	N45° 54' 33"W	21.21
C233(RC)	70.69	45.00	90°00'00"	N45° 54' 33"W	63.64
C234(RC)	70.69	45.00	90°00'00"	N44° 05' 27"E	63.64
C235(R)	23.56	15.00	90°00'00"	N44° 05' 27"E	21.21
C236(R)	23.56	15.00	90°00'00"	S45° 54' 33"E	21.21
C237(RC)	70.69	45.00	90°00'00"	S45° 54' 33"E	63.64
C238(RC)	50.47	324.50	8°54'41"	S3° 32' 48"W	50.42
C239(R)	23.55	2075.50	0°39'00"	N7° 40' 38"E	23.55
C240(R)	3.17	10.00	18°09'04"	N1° 43' 24"W	3.15
C241(R)	3.17	10.00	18°09'04"	N15° 02' 26"E	3.15
C242(RC)	249.02	2075.50	6°52'27"	N2° 31' 41"E	248.87
C243(RC)	175.34	174.50	57°34'23"	S27° 52' 38"W	168.06
C244(RC)	226.09	225.00	57°34'23"	S27° 52' 38"W	216.70
C245(RC)	228.89	2025.00	6°28'34"	N2° 18' 34"E	228.77
C246(R)	34.66	33.00	60°10'57"	S53° 15' 01"E	33.09
C247(R)	34.56	33.00	60°00'26"	S66° 39' 18"W	33.00
C248(RC)	67.31	375.00	10°17'03"	S4° 13' 52"W	67.22
C249(RC)	43.34	155.00	16°01'14"	S8° 55' 10"E	43.20
C250(R)	32.87	50.00	37°39'53"	S72° 02' 04"E	32.28

Monument Tie Line Table		
Monument #	Length	Direction
M1	0.11	S0° 53' 20.73"E
M2	0.02	S0° 53' 20.73"E
M3	0.08	S0° 47' 47.23"E
M4	0.57	N87° 45' 15.48"W
M5	0.15	N7° 50' 04.71"W
M6	0.11	S0° 00' 00.00"E
M8	0.03	N0° 56' 06.94"W
M9	0.09	N0° 56' 06.94"W
M10	0.02	S0° 52' 42.86"E
M11	0.07	N3° 52' 05.72"E
M12	0.02	N0° 58' 23.23"W
M13	0.03	N0° 54' 59.30"W
M14	0.02	N0° 51' 24.28"W
M15	0.25	N0° 55' 38.80"W
M16	0.03	S0° 50' 20.22"E
M17	0.04	S3° 31' 35.51"E
M18	0.10	S89° 59' 38.51"W
M19	0.02	S89° 05' 26.23"W
M20	0.06	N33° 10' 51.33"W



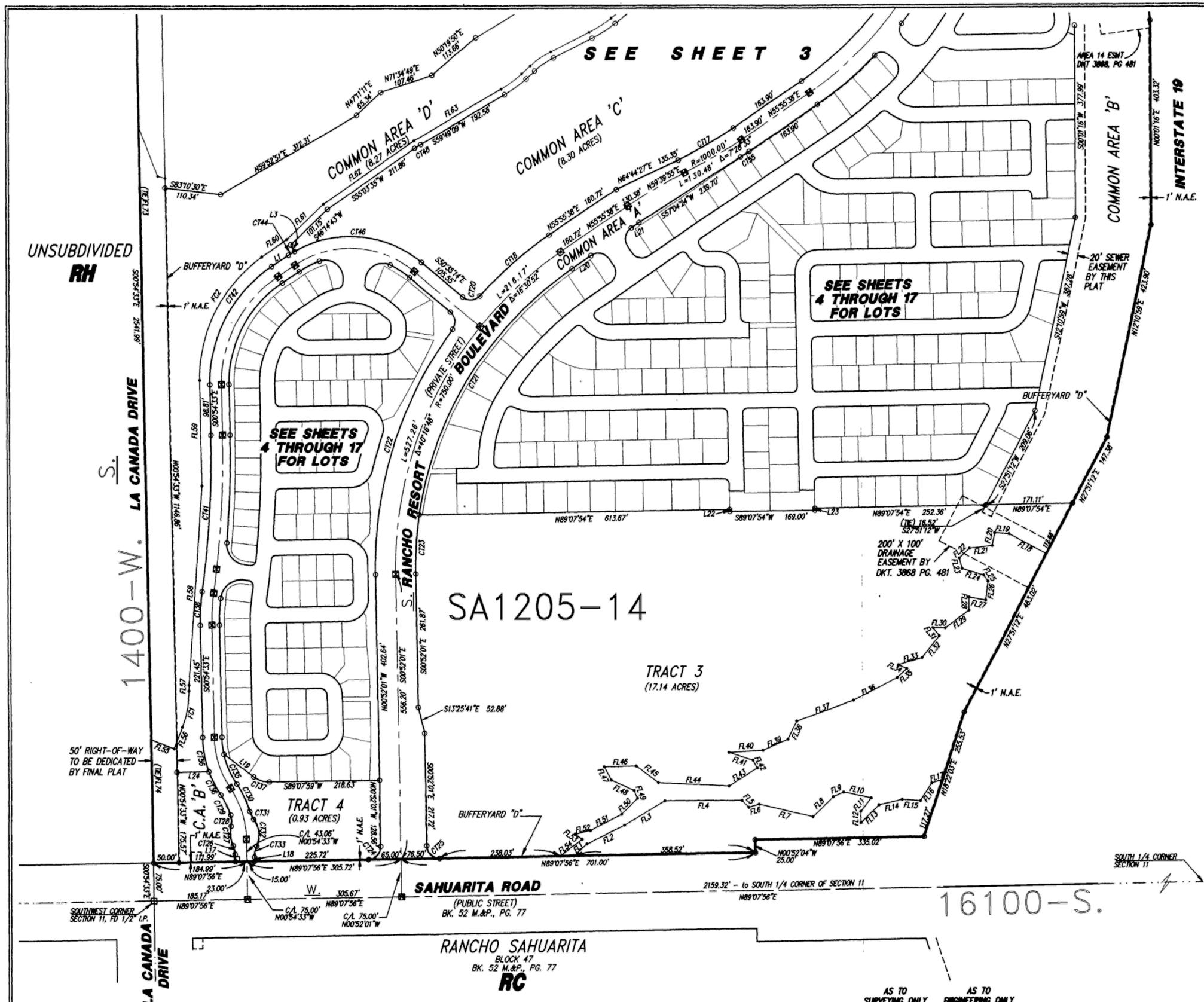
AMENDED FINAL PLAT  
FOR  
**RANCHO RESORT - LOTS 226A-286A**  
A RESUBDIVISION OF RANCHO RESORT SUBDIVISION, LOTS 234, 235, 238, 239 and 241-324  
AS RECORDED IN BOOK 56, PAGE 78 OF MAPS AND PLATS ON FILE AT THE PIMA COUNTY  
RECORDER'S OFFICE AND TOWN OF SAHUARITA PROJECT NUMBER SA12-02-09  
SECTION 11 TOWNSHIP 17 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN,  
TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA

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CASE REFERENCES: SA12-02-09  
SA12-01-14  
SA12-98-05  
SA12-95-1  
ECC JOB 16026  
NOVEMBER 21, 2016  
SA12-16-00008 SHEET 6 OF 23  
SEC NO



100' 0' 100' 200'  
SCALE: 1 INCH = 100 FEET



CURVE TABLE			LINE TABLE	
CURVE	LENGTH	RADIUS	LINE	BEARING
CT1	451.48	623.00	L1	40.00' S86°39'50"W
CT2	370.89	767.00	L2	40.00' S86°39'50"W
CT3	276.84	272.00	L3	15.08' N29°46'48"E
CT4	333.84	328.00	L4	22.28' N48°38'58"E
CT5	57.17	727.27	L5	71.05' N66°11'42"E
CT6	127.55	727.27	L6	32.97' N40°13'05"E
CT7	28.67	727.27	L7	27.25' S82°05'37"E
CT8	156.41	783.27	L8	67.63' S89°28'30"E
CT9	2.78	783.27	L9	35.87' N86°32'23"W
CT10	70.63	783.27	L10	21.63' N67°48'40"W
CT11	62.41	745.00	L11	30.80' N76°15'30"W
CT12	26.97	40.00	L12	61.28' S84°08'25"W
CT13	19.88	52.00	L13	25.73' S77°13'47"W
CT14	220.03	745.00	L14	54.09' N66°36'33"W
CT15	474.65	689.00	L15	92.08' N89°07'54"E
CT16	148.94	745.00	L16	25.99' S72°41'27"E
CT17	126.82	972.00	L17	14.74' S00°54'33"E
CT18	181.15	790.00	L18	8.60' S00°54'33"E
CT19	38.04	25.00	L19	73.70' S53°12'08"E
CT20	37.80	25.00	L20	45.88' S55°55'38"W
CT21	587.16	710.00	L21	18.84' S55°55'38"W
CT22	516.59	790.00	L22	4.00' S00°52'06"E
CT23	116.63	710.00	L23	4.00' S00°52'06"E
CT24	39.27	25.00	L24	63.17' S89°05'27"W
CT25	39.27	25.00	L24	63.17' S89°05'27"W
CT26	16.85	41.00	L24	63.17' S89°05'27"W
CT27	38.32	59.00	L24	63.17' S89°05'27"W
CT28	22.45	41.00	L24	63.17' S89°05'27"W
CT29	43.42	157.00	L24	63.17' S89°05'27"W
CT30	59.32	195.00	L24	63.17' S89°05'27"W
CT31	17.21	49.00	L24	63.17' S89°05'27"W
CT32	54.98	51.00	L24	63.17' S89°05'27"W
CT33	21.83	49.00	L24	63.17' S89°05'27"W
CT34	33.19	165.00	L24	63.17' S89°05'27"W
CT35	63.43	165.00	L24	63.17' S89°05'27"W
CT36	51.27	203.00	L24	63.17' S89°05'27"W
CT37	32.87	50.00	L24	63.17' S89°05'27"W
CT38	65.79	423.00	L24	63.17' S89°05'27"W
CT39	52.28	385.00	L24	63.17' S89°05'27"W
CT40	212.21	2015.00	L24	63.17' S89°05'27"W
CT41	307.49	1977.00	L24	63.17' S89°05'27"W
CT42	274.32	273.00	L24	63.17' S89°05'27"W
CT43	236.14	235.00	L24	63.17' S89°05'27"W
CT44	13.84	223.00	L24	63.17' S89°05'27"W
CT45	45.54	185.00	L24	63.17' S89°05'27"W
CT46	269.30	223.00	L24	63.17' S89°05'27"W
CT47	45.34	185.00	L24	63.17' S89°05'27"W
CT48	14.74	177.50	L24	63.17' S89°05'27"W
CT49	53.12	272.50	L24	63.17' S89°05'27"W
CT50	45.87	177.50	L24	63.17' S89°05'27"W
CT51	54.04	272.50	L24	63.17' S89°05'27"W
CT52	43.68	177.50	L24	63.17' S89°05'27"W
CT53	123.55	272.50	L24	63.17' S89°05'27"W
CT54	132.16	177.50	L24	63.17' S89°05'27"W
CT55	20.56	1028.00	L24	63.17' S89°05'27"W
CT56	67.59	203.00	L24	63.17' S89°05'27"W

SA1205-14

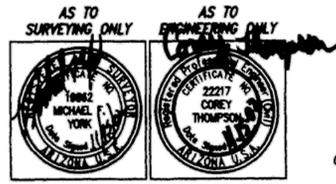
TRACT 3  
(17.14 ACRES)

TRACT 4  
(0.93 ACRES)

SAHUARITA ROAD  
(PUBLIC STREET)  
BK. 52 M.&P., PG. 77

RANCHO SAHUARITA  
BLOCK 47  
BK. 52 M.&P., PG. 77

**FINAL PLAT**  
**RANCHO RESORT**  
 LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
 COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
 COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
 A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION  
 AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS  
 SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA  
 SA-12-02-09 SHEET 2 OF 18



CASE REFERENCES: SA 12-02-09  
 SA 12-01-14  
 SA 12-98-05  
 SA 09-95-1

IN COMPLIANCE WITH CERTIFICATION  
 SHOWN ON SHEET ONE

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100' 0' 100' 200'  
SCALE: 1 INCH = 100 FEET

SEE NO

RANCHO SAHUARITA

BLOCK 26  
BK. 52 M.&P., PG. 77

RC

SA1205-14

TRACT 1  
FUTURE DEVELOPMENT  
(11.45 ACRES)

15700-S.

TRACT 2  
FUTURE DEVELOPMENT  
(37.88 ACRES)

SEE RESUB 56085

INTERSTATE 19

SEE SHEETS  
4 THROUGH 17  
FOR LOTS

FINAL PLAT

RANCHO RESORT

LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)

A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION  
AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS  
SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA  
SA-12-02-09 SHEET 3 OF 18

CASE REFERENCES: SA 12-02-09  
SA 12-01-14  
SA 12-98-05  
SA 09-95-1



IN COMPLIANCE WITH CERTIFICATION  
SHOWN ON SHEET ONE

SEE SHEET 2

1400-W.

UNSUBDIVIDED  
RH

LA CANADA DRIVE

50' RIGHT-OF-WAY  
TO BE DEDICATED  
BY THIS PLAT

1' N.A.E.

BUFFERYARD "D"

BUFFERYARD "D"

40' PUBLIC UTILITY  
EASEMENT BY  
BK. 52, M&P PG. 77

20' SEWER  
EASEMENT  
BY THIS  
PLAT

AREA 14 ESMT  
DKT 3868, PG 481

N68°40'31"E 42.64'  
S83°34'33"E 131.97'  
N75°15'01"E 183.92'  
S77°45'31"E 123.23'  
N77°40'01"E 125.98'  
S57°19'57"E 197.44'

117.06' S76°23'08"E 76.18'  
31.98', N76°55'19"E  
S74°56'23"W 245.05'  
N83°50'27"W 61.39'  
N84°15'39"W 74.91'  
S77°27'59"W 151.06'  
S63°33'57"W 94.41'  
S80°39'01"W 126.77'

(TIE) L=26.68'  
Δ=01°59'34"  
(ESMT) L=21.38'  
Δ=01°35'49"

32.34', N76°55'19"E  
PRIVATE DRAINAGE EASEMENT  
(BY THIS PLAT)

R=705.00'  
L=171.57' Δ=29°39'44"  
COMMON AREA 'A'

S88°40'13"E 380.00'  
N88°40'13"W 380.00'  
N89°10'13"W 380.00'

RESORT BOULEVARD

R=500.00'  
L=305.34' Δ=26°16'57"  
STREET

N76°57'14"E 358.70'  
N76°57'14"E 358.70'

(TIE) FC10  
R=755.27'  
L=221.60' Δ=16°46'18"

COMMON AREA 'D' (8.27 ACRES)

COMMON AREA 'C' (8.30 ACRES)

COMMON AREA 'B'

COMMON AREA 'A'

100 YEAR FLOOD PRONE LIMITS  
FOLLOW THE PROPERTY LINE

AREA 14 ESMT  
DKT 3868, PG 481

1' N.A.E.

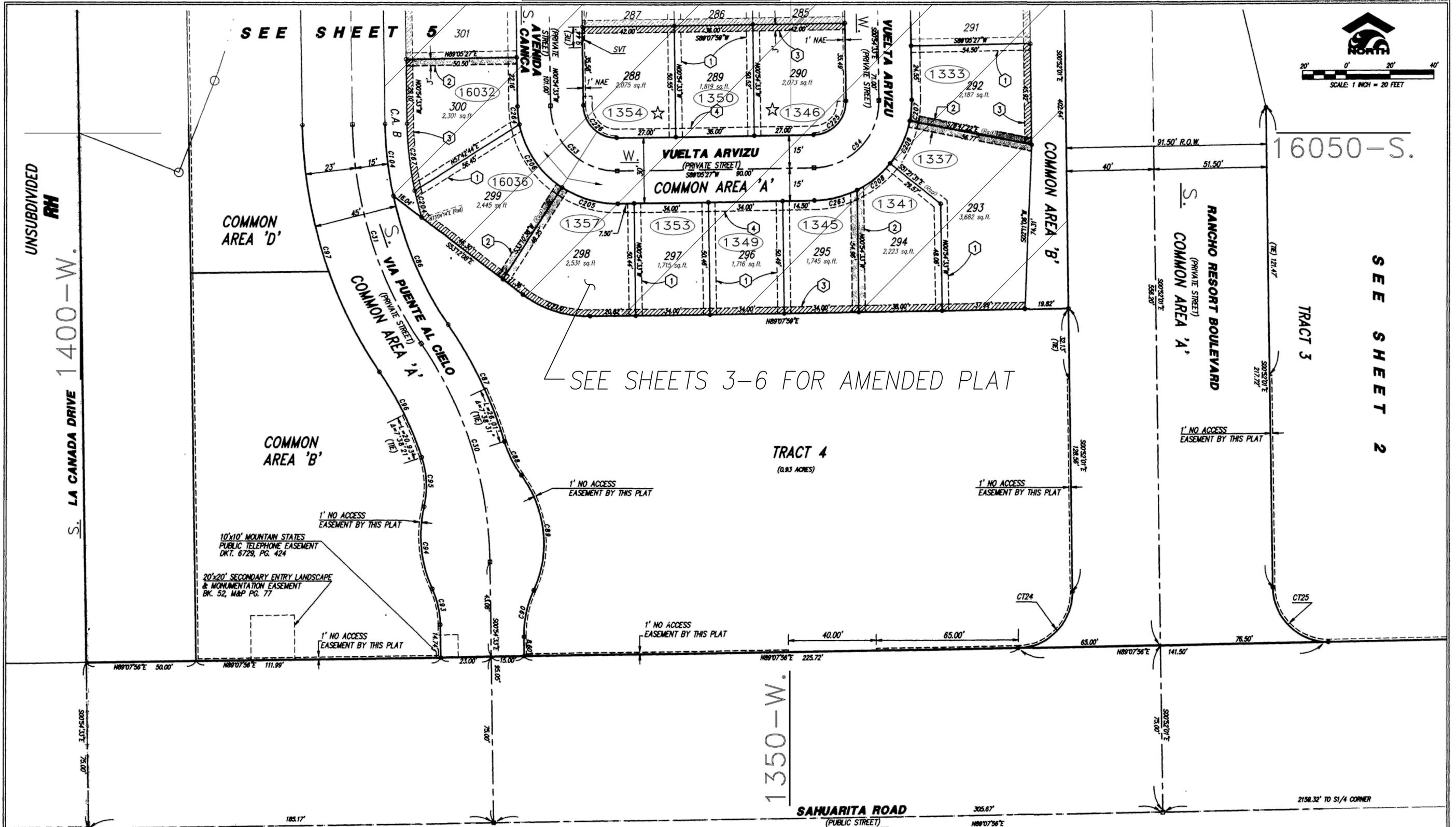
20' SEWER  
EASEMENT  
BY THIS  
PLAT

AREA 14 ESMT  
DKT 3868, PG 481

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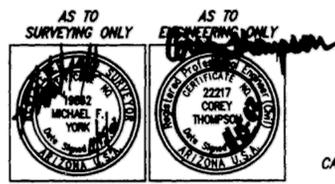
STANTEC JOB No. 8500988-09



SEE SHEETS 3-6 FOR AMENDED PLAT

EASEMENT KEY NOTES

- 1 6" PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- 2 6" PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- 3 3" PUBLIC UTILITY EASEMENT BY THIS PLAT
- 4 4" PUBLIC UTILITY EASEMENT BY THIS PLAT



IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

CASE REFERENCES: SA 12-02-09, SA 12-01-14, SA 12-98-05, SA 09-95-1

**FINAL PLAT**  
**RANCHO RESORT**  
 LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
 COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
 COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
 A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION  
 AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS  
 SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA  
 SA-12-02-09 SHEET 4 of 18

UNSUBDIVIDED RH

S. LA CANADA DRIVE 1400-W.

COMMON AREA 'D'

COMMON AREA 'B'

COMMON AREA 'A'

COMMON AREA 'B'

RANCHO RESORT BOULEVARD  
COMMON AREA 'A'

TRACT 4  
(0.83 ACRES)

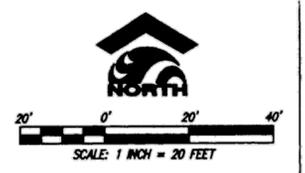
TRACT 3

SEE SHEET 2

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SEE SHEET 6



1600-S.

TRACT 3

SEE SHEET 2

UNSUBDIVIDED RH LA CANADA DRIVE

COMMON AREA 'D'

VIA PUENTE AL CIELO (PRIVATE STREET) COMMON AREA 'A'

COMMON AREA 'B'

AVENIDA CANCA (PRIVATE STREET) COMMON AREA 'A'

SEE SHEETS 3-6 FOR AMENDED PLAT

EASEMENT KEY NOTES

- 1 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- 2 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- 3 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- 4 4' PUBLIC UTILITY EASEMENT BY THIS PLAT

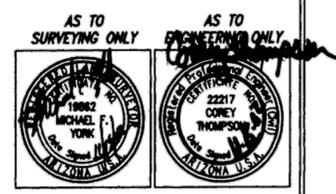
SEE SHEET 4

1350-W

RANCHO RESORT BOULEVARD (PRIVATE STREET) COMMON AREA 'A'

FINAL PLAT

**RANCHO RESORT**  
 LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
 COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
 COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
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 SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA  
 SA-12-02-09 SHEET 5 OF 18



IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

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STANTEC JOB No. 0501004-09

CASE REFERENCES:  
 SA 12-02-09  
 SA 12-01-14  
 SA 12-98-05  
 SA 09-95-1

ANNOTATED COPY

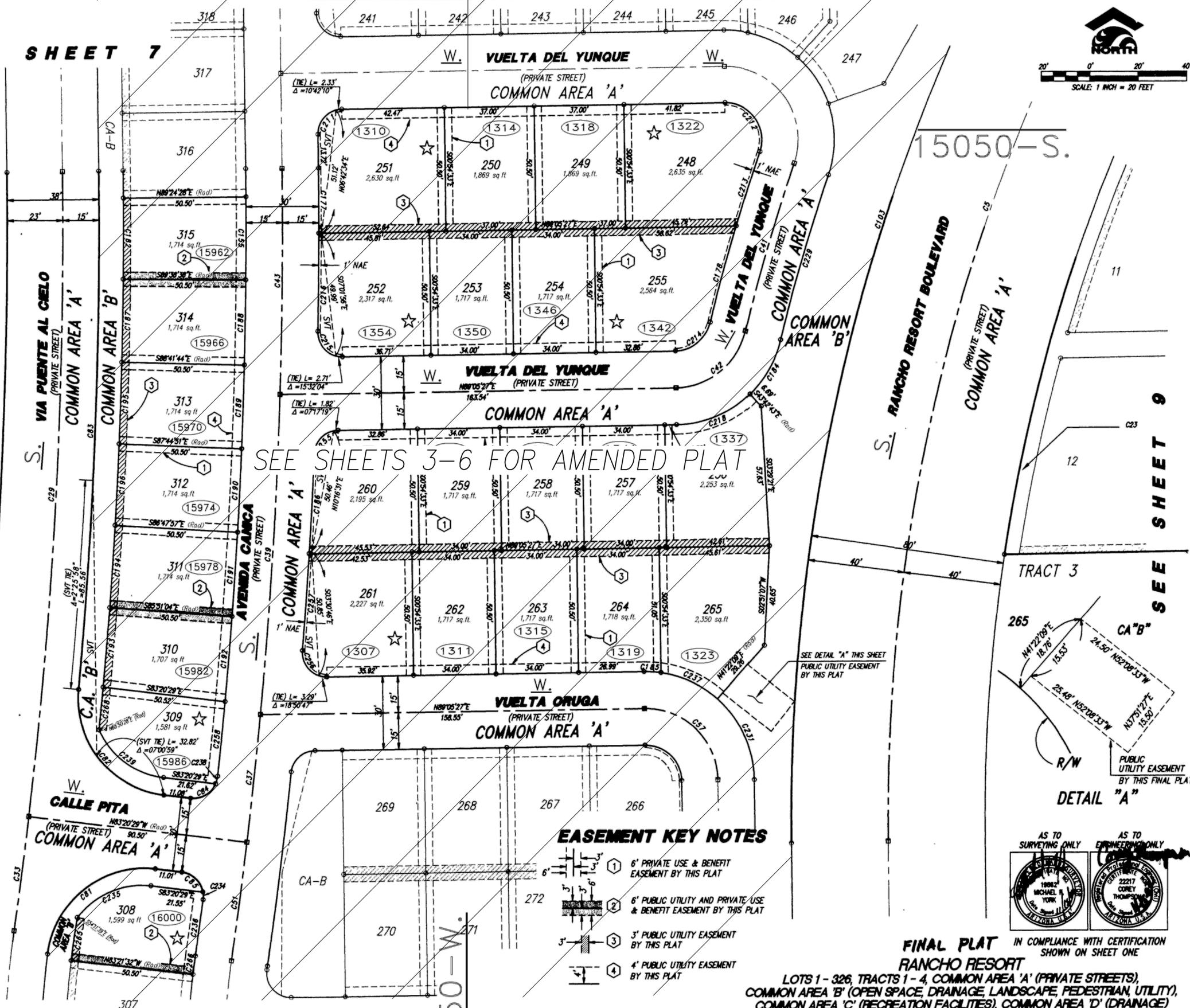


SCALE: 1 INCH = 20 FEET

SEE SHEET 7

COMMON AREA 'D'

UNSUBDIVIDED RH LA CANADA DRIVE

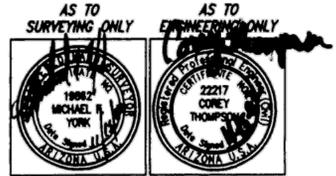


SEE SHEETS 3-6 FOR AMENDED PLAT

SEE SHEET 9

EASEMENT KEY NOTES

- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ② 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ③ 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- ④ 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



FINAL PLAT IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

RANCHO RESORT  
 LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
 COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
 COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)

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CASE REFERENCES: SA 12-02-09  
 SA 12-01-14  
 SA 12-98-05  
 SA 09-95-1

SA-12-02-09 SHEET 6 OF 18

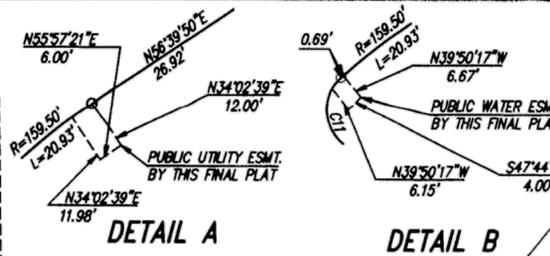
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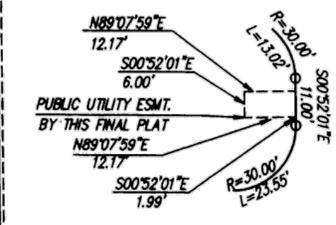
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SEE SHEET 5

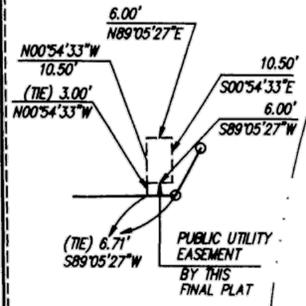
SEE SHEET 8



DETAIL B



DETAIL D



DETAIL D

UNSUBDIVIDED RH LA CANADA DRIVE

COMMON AREA 'D' 15950-S.

VIA PUENTE AL CIELO (PRIVATE STREET) COMMON AREA 'A'

COMMON AREA 'B'

AVENIDA CANCA (PRIVATE STREET) COMMON AREA 'A'

SEE SHEETS 3-6 FOR AMENDED PLAT

VUELTA LAS CAMPANAS (PRIVATE STREET) COMMON AREA 'A'

VUELTA DEL YUNQUE (PRIVATE STREET) COMMON AREA 'A'

RANCHO RESORT BOULEVARD (PRIVATE STREET) COMMON AREA 'A'

SEE SHEET 9

EASEMENT KEY NOTES

- 1 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- 2 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- 3 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- 4 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE CASE REFERENCES: SA 12-02-09 SA 12-01-14 SA 12-98-05 SA 09-95-1

FINAL PLAT

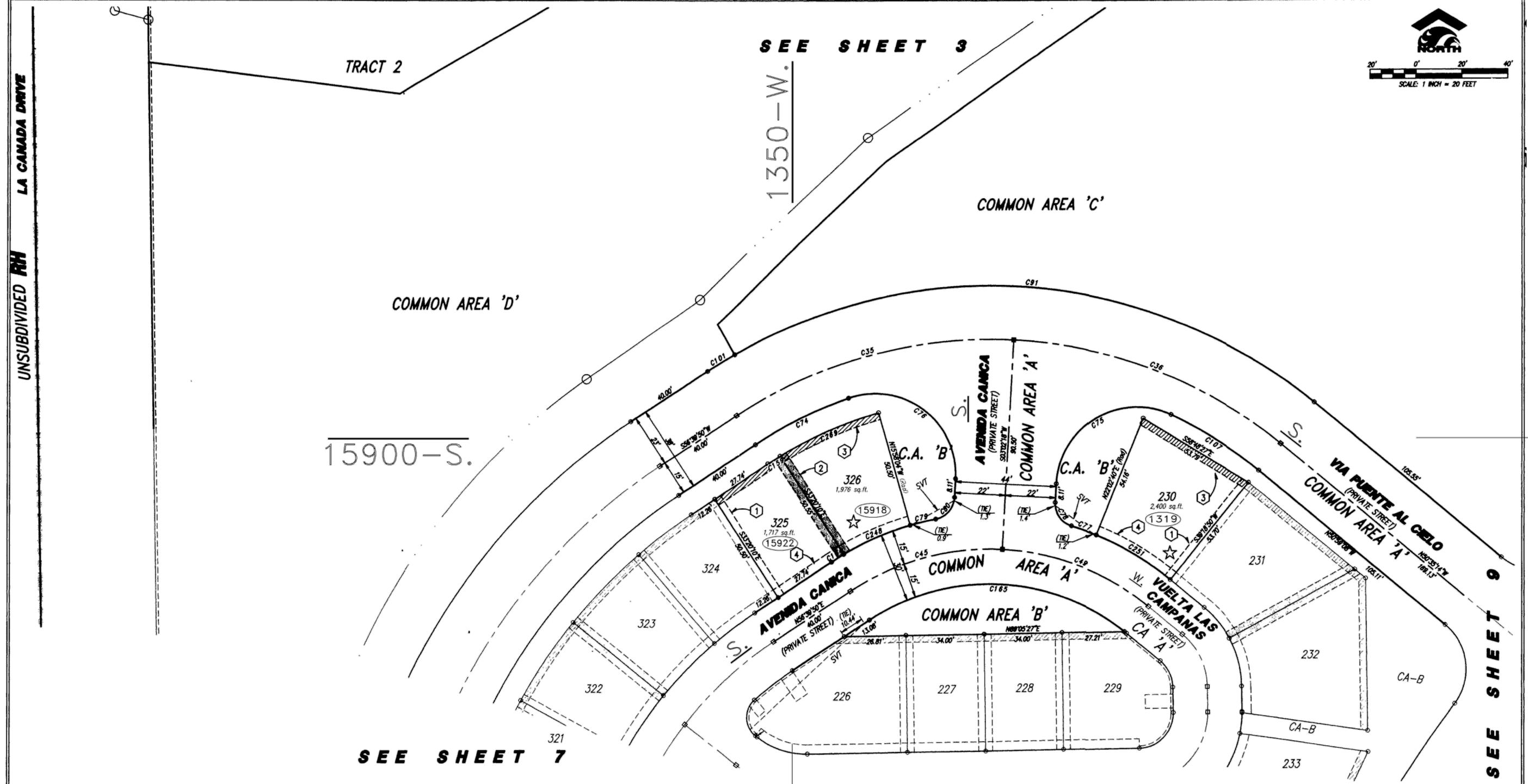
RANCHO RESORT LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS), COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY), COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE); A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA SA-12-02-09 SHEET 7 OF 18



SEE SHEET 6

1350-W

SEE SHEET 3



15900-S.

1350-W.

TRACT 2

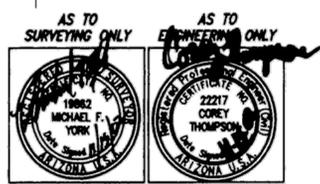
UNSUBDIVIDED RH LA CANADA DRIVE

SEE SHEET 9

SEE SHEET 7

EASEMENT KEY NOTES

- 1 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
2 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
3 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
4 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

- CASE REFERENCES: SA 12-02-09, SA 12-01-14, SA 12-98-05, SA 09-95-1

FINAL PLAT RANCHO RESORT

LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS), COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY), COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE) A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA SA-12-02-09 SHEET 8 OF 18

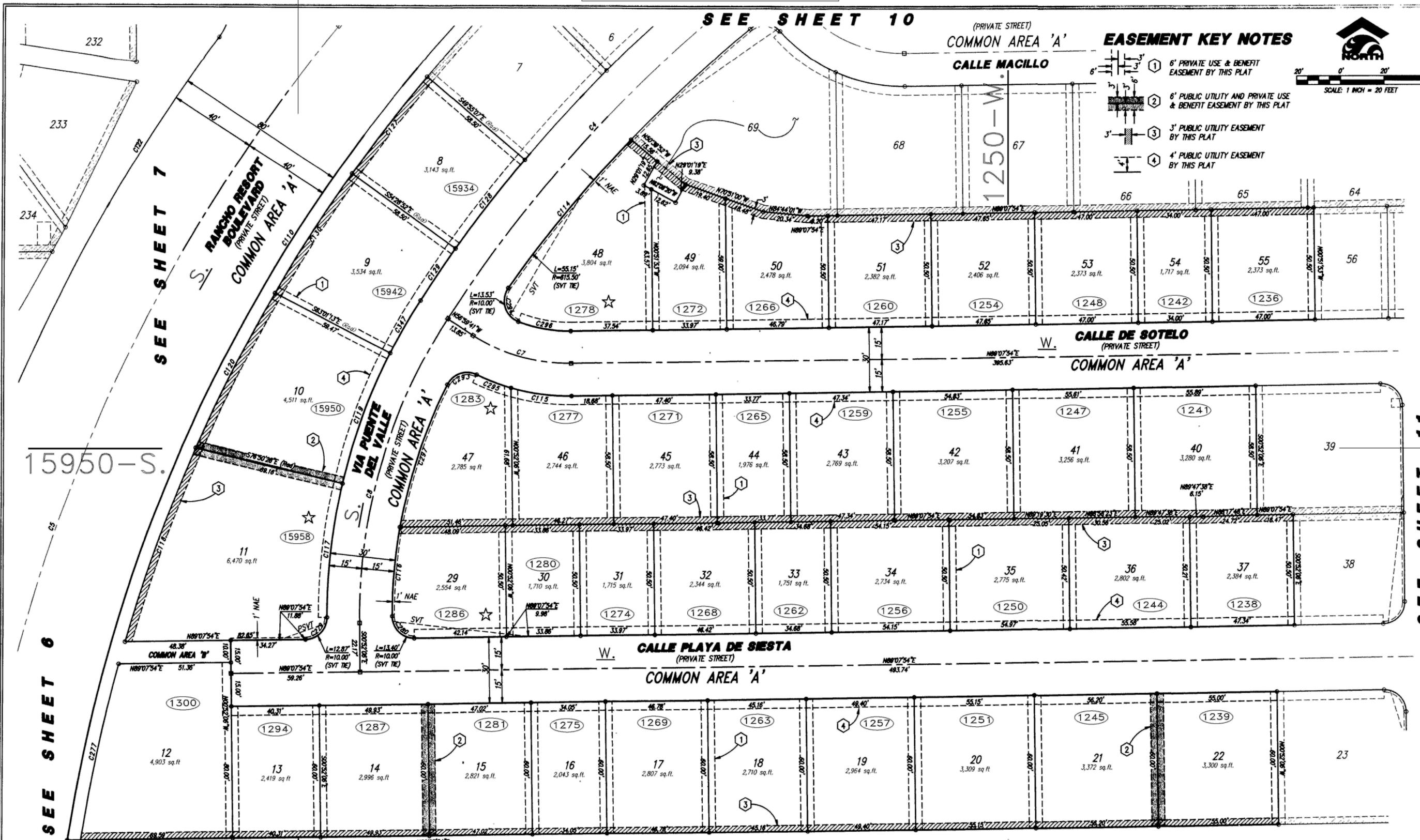
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SEE SHEET 10

(PRIVATE STREET)  
COMMON AREA 'A'  
CALLE MACILLO

EASEMENT KEY NOTES

- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ② 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ③ 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- ④ 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



15950-S.

SEE SHEET 6

SEE SHEET 11

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SEE SHEET 2

TRACT 3



IN COMPLIANCE WITH CERTIFICATION  
SHOWN ON SHEET ONE

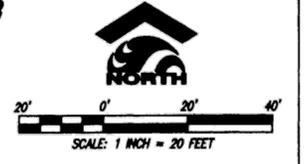
CASE REFERENCES: SA 12-02-09  
SA 12-01-14  
SA 12-98-05  
SA 09-95-1

FINAL PLAT  
RANCHO RESORT

LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
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SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA  
SA-12-02-09 SHEET 9 OF 18

SEE SHEET 2

SEE SHEET 13



1300-W.

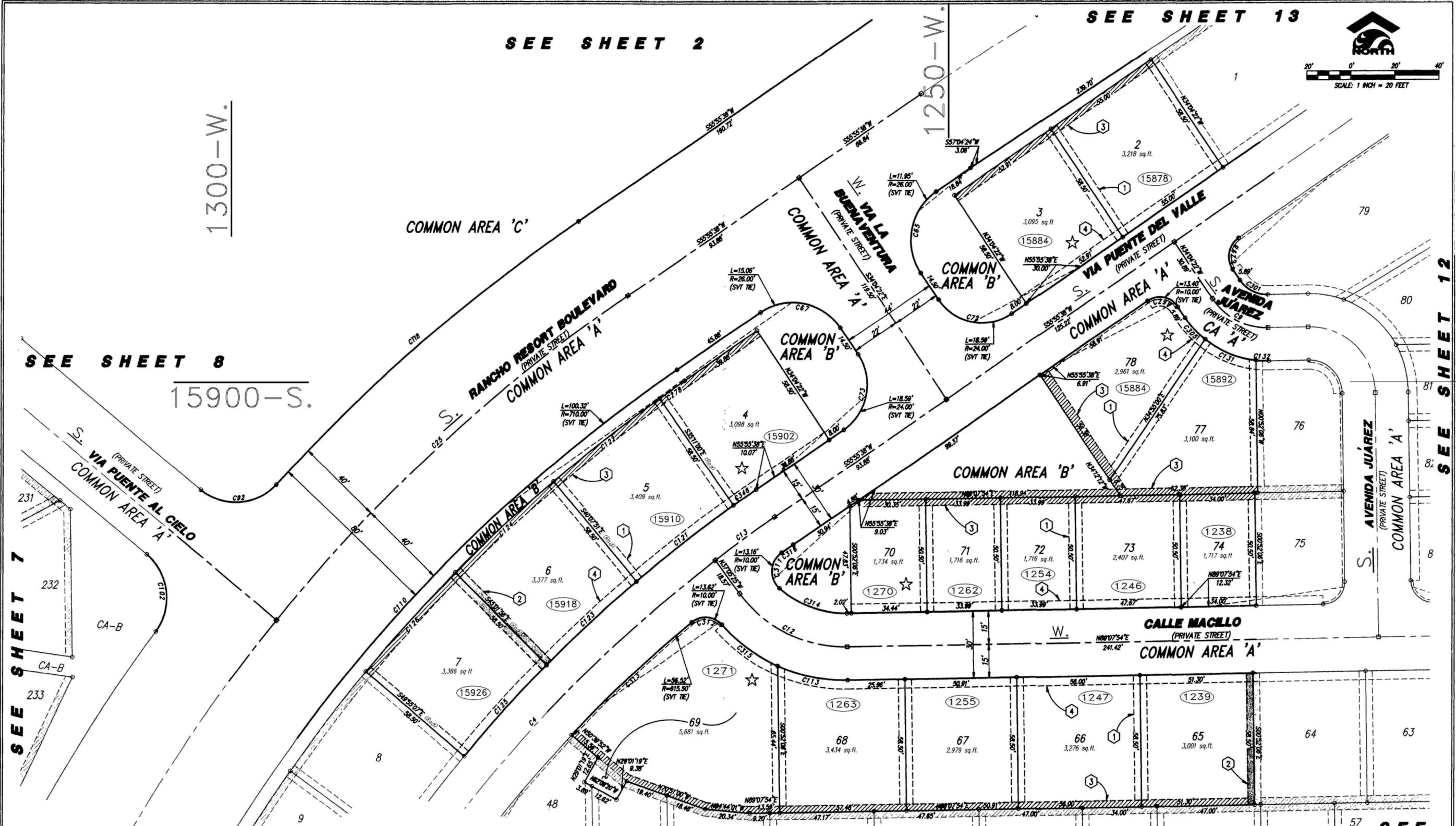
SEE SHEET 8

15900-S.

SEE SHEET 7

SEE SHEET 12

SEE SHEET 11



EASEMENT KEY NOTES

- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ② 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ③ 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- ④ 4' PUBLIC UTILITY EASEMENT BY THIS PLAT

SEE SHEET 9



IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

- CASE REFERENCES:
- SA 12-02-09
  - SA 12-01-14
  - SA 12-98-05
  - SA 09-95-1

FINAL PLAT RANCHO RESORT

LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS), COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY), COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)

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SA-12-02-09 SHEET 10 OF 18

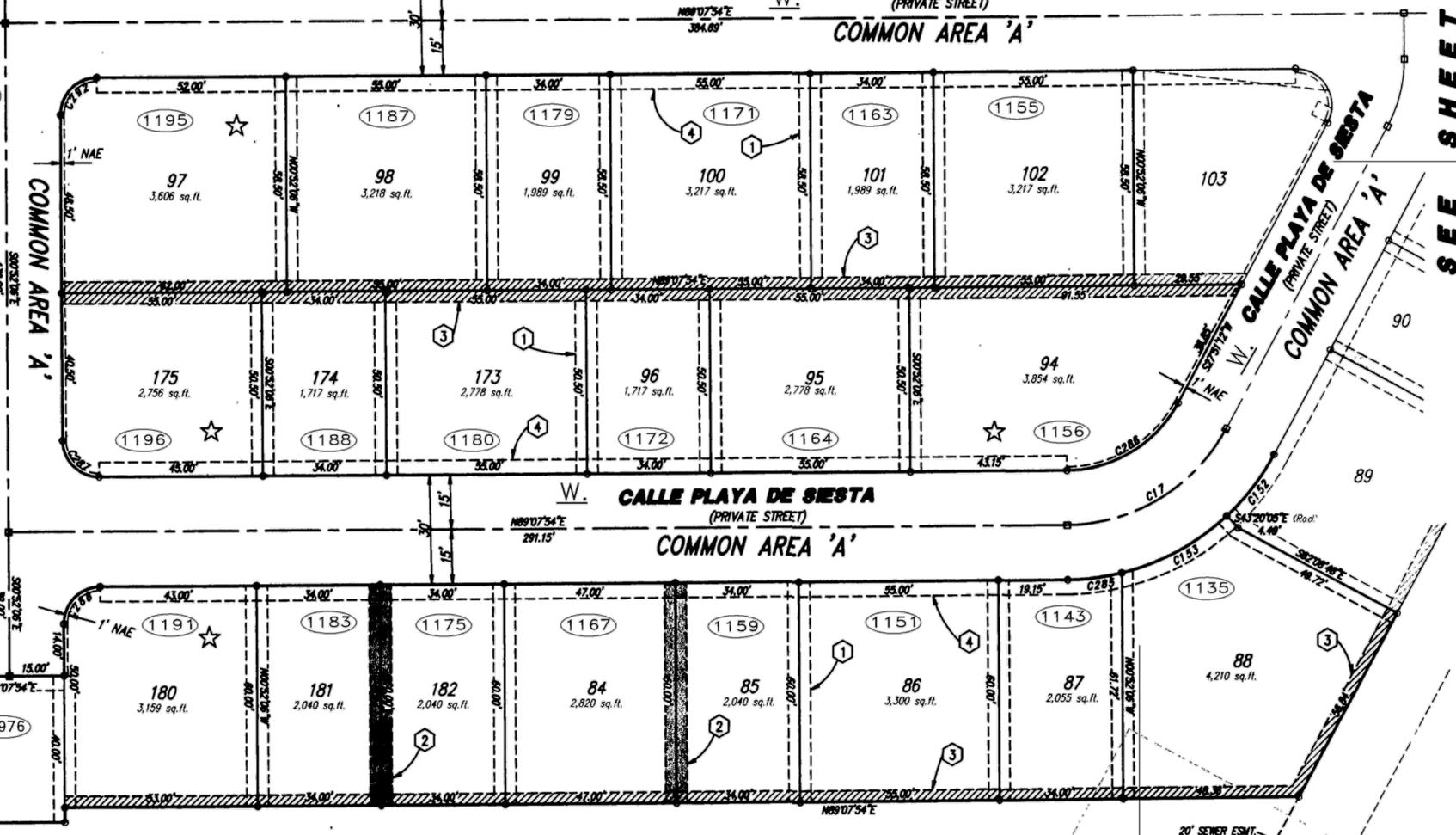
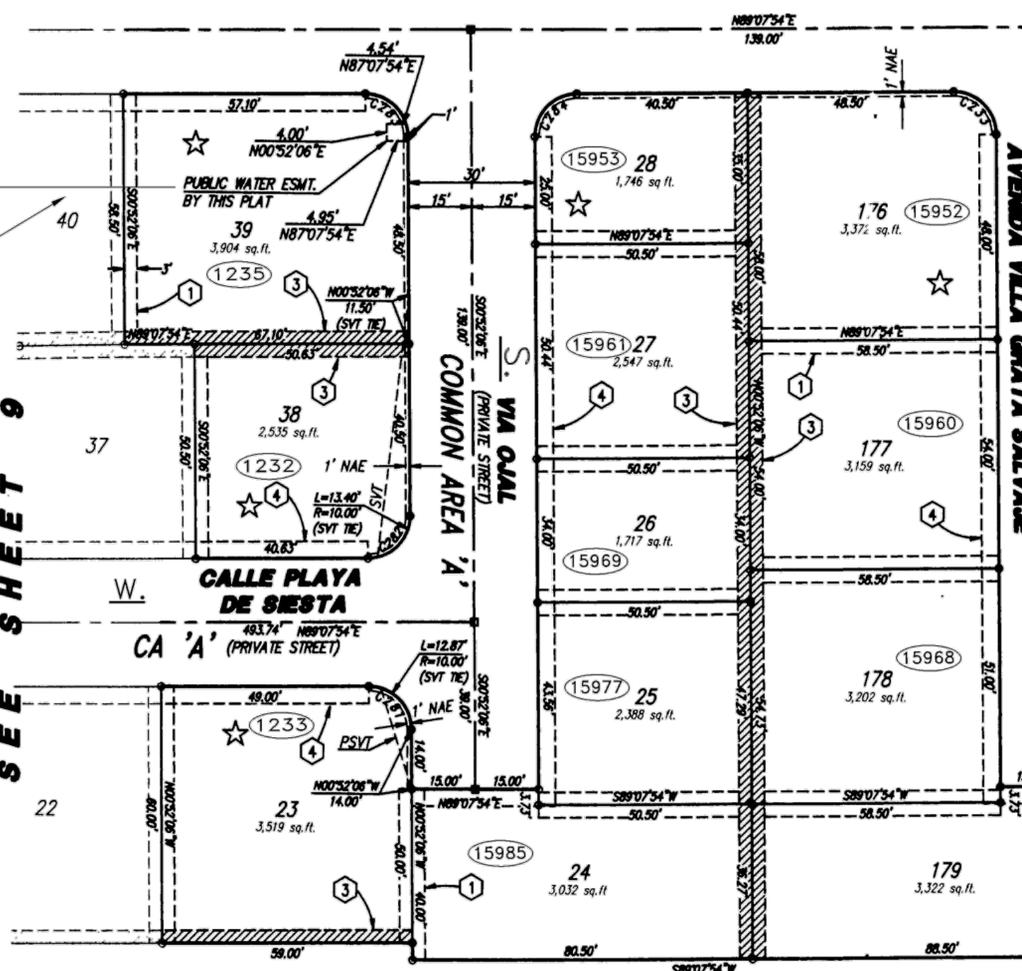
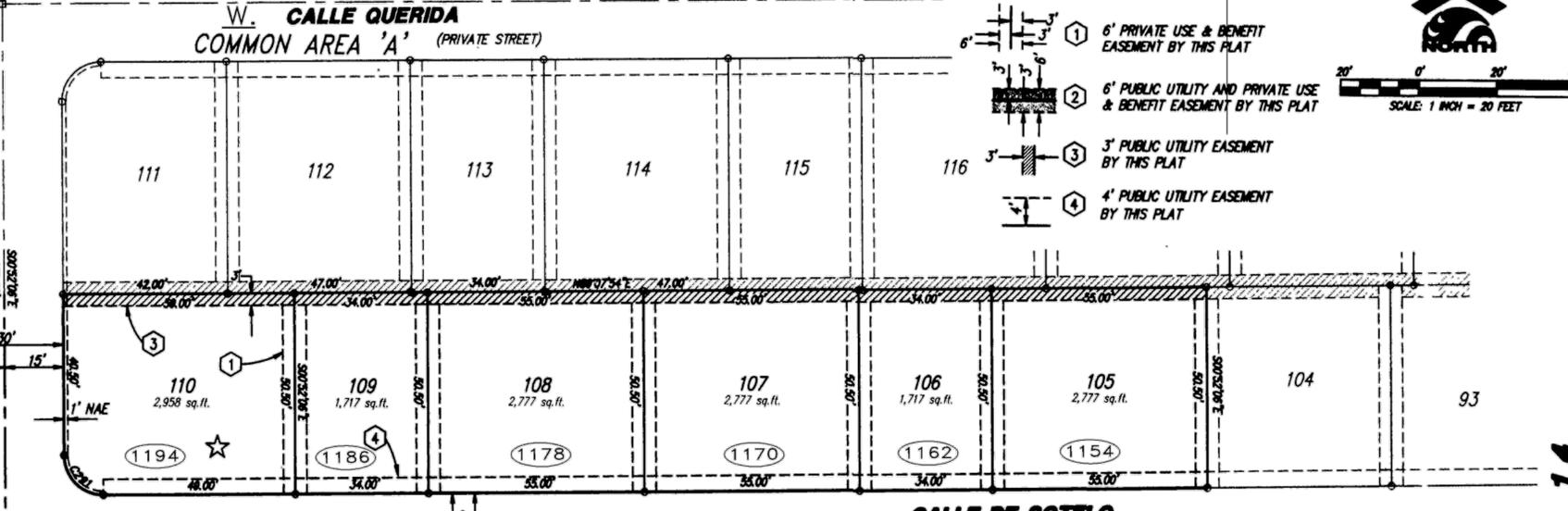
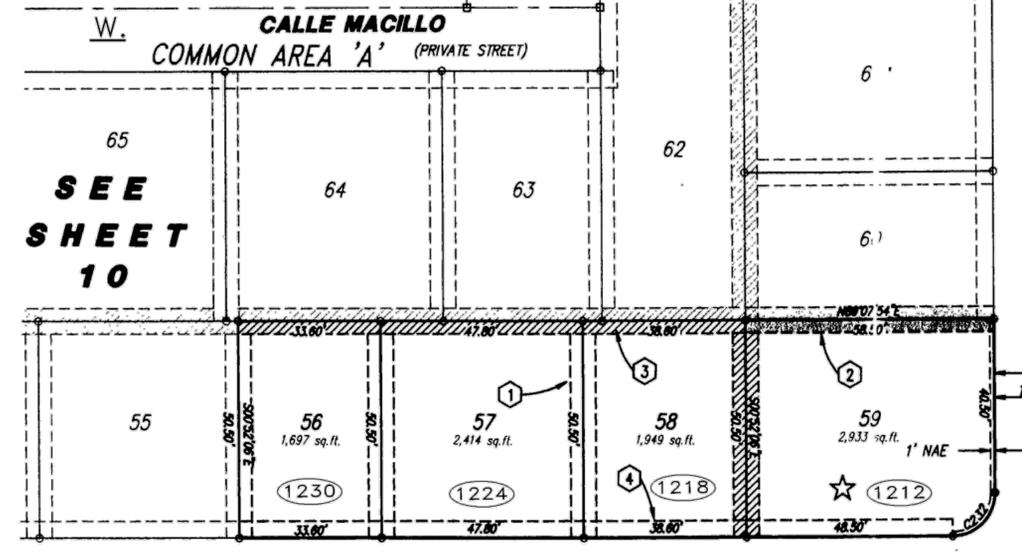
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SEE SHEET 12

EASEMENT KEY NOTES

- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ② 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ③ 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- ④ 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



15950-S.

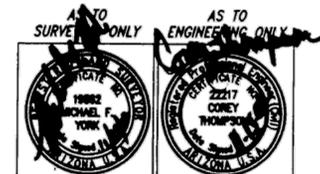
SEE SHEET 9

SEE SHEET 14

1200-W.

SEE SHEET 2

TRACT 3

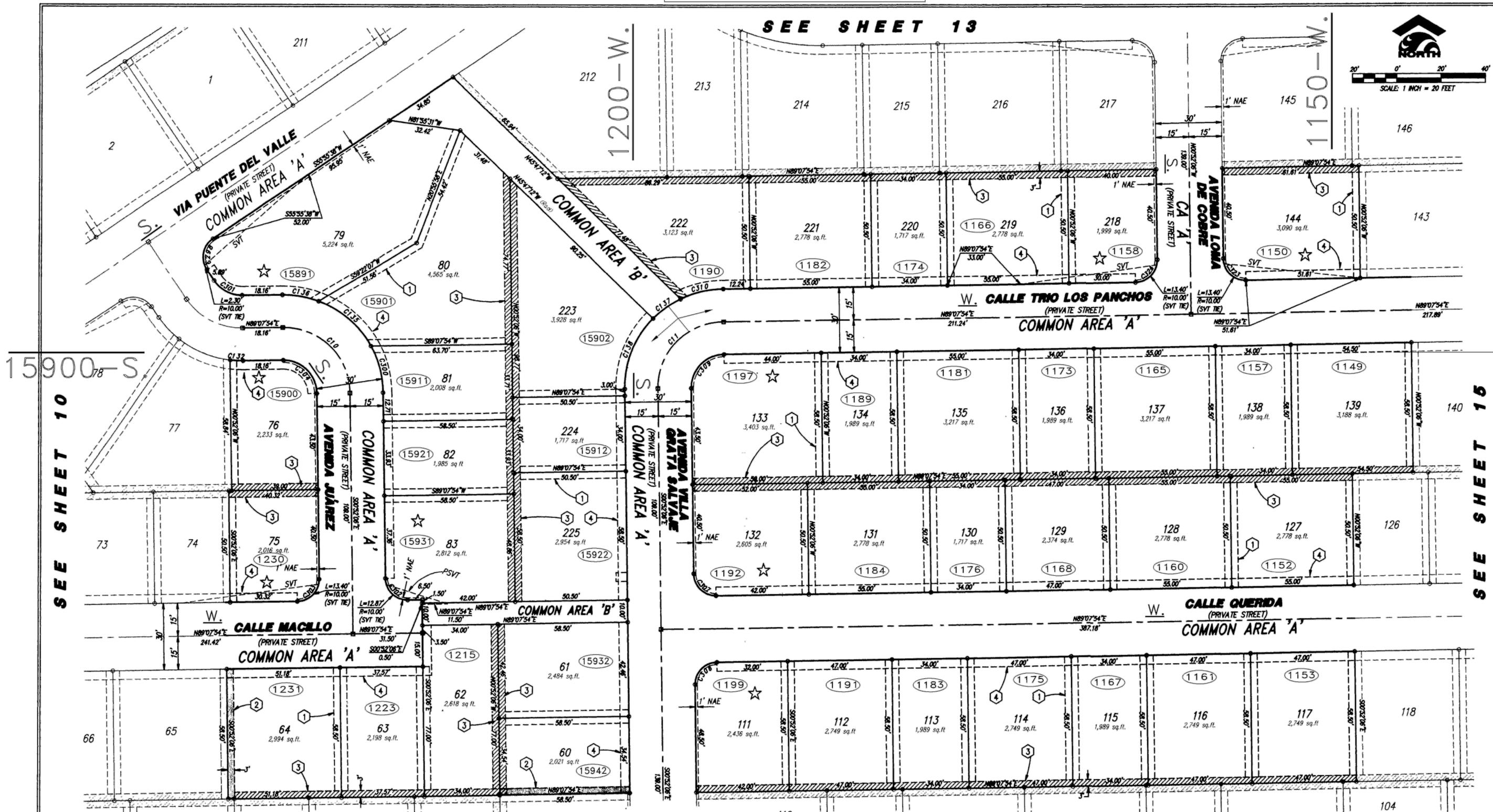
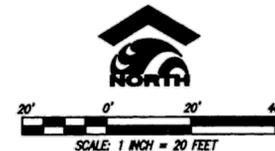


IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

CASE REFERENCES:  
 SA 12-02-09  
 SA 12-01-14  
 SA 12-98-05  
 SA 09-95-1

**FINAL PLAT**  
**RANCHO RESORT**  
 LOTS 1-326, TRACTS 1-4, COMMON AREA 'A' (PRIVATE STREETS),  
 COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
 COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
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 SA-12-02-09 SHEET 11 OF 18

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EASEMENT KEY NOTES

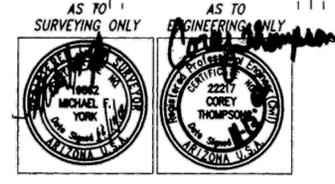
- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ② 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ③ 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- ④ 4' PUBLIC UTILITY EASEMENT BY THIS PLAT

SEE SHEET 9

SEE SHEET 11

SEE SHEET 14

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IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

**FINAL PLAT**  
**RANCHO RESORT**  
LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN UTILITY),  
COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
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SA-12-02-09 SHEET 12 OF 18

CASE REFERENCES:  
SA 12-02-09  
SA 12-01-14  
SA 12-98-05  
SA 09-95-1



SEE SHEET 3-W.

1250-W.

15850-S.

1200-W.

COMMON AREA 'C'

S. RANCHO RESORT BOULEVARD  
(PRIVATE STREET)  
COMMON AREA 'A'

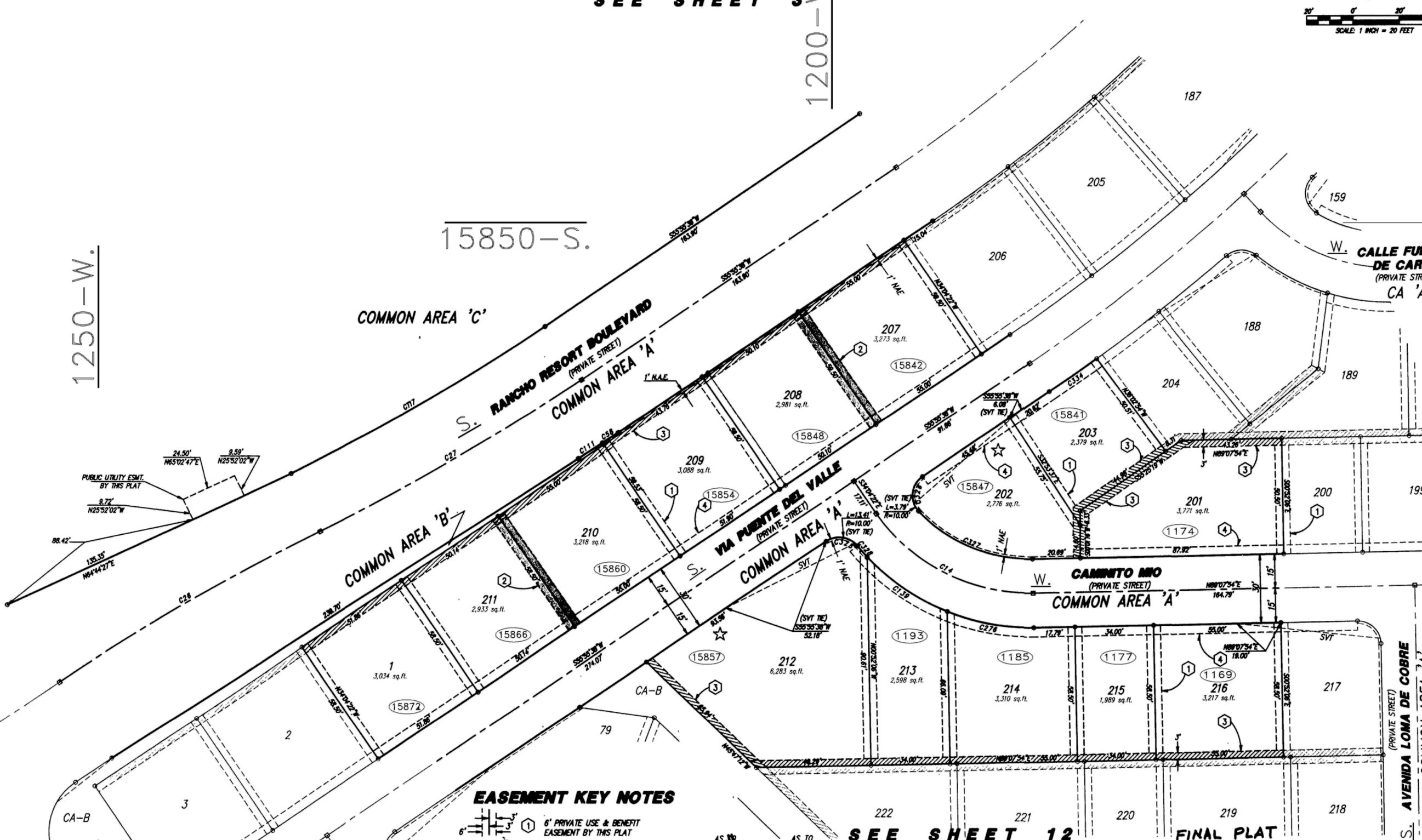
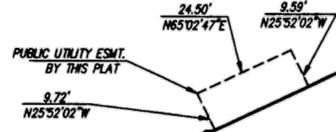
COMMON AREA 'A'

VIA PUENTE DEL VALLE  
(PRIVATE STREET)  
COMMON AREA 'A'

W. CAMINITO MIO  
(PRIVATE STREET)  
COMMON AREA 'A'

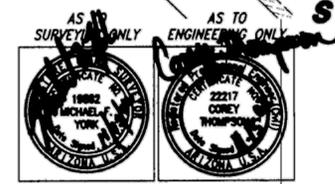
W. CALLE FUENTE DE CARÑO  
(PRIVATE STREET)  
CA 'A'

S. AVENIDA LOMA DE COBRE  
(PRIVATE STREET)  
COMMON AREA 'A'



EASEMENT KEY NOTES

- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ② 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ③ 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
- ④ 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

SEE SHEET 12

FINAL PLAT

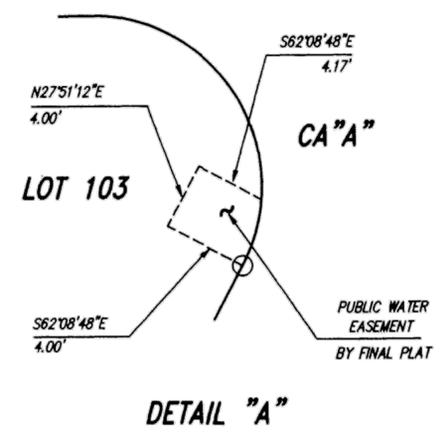
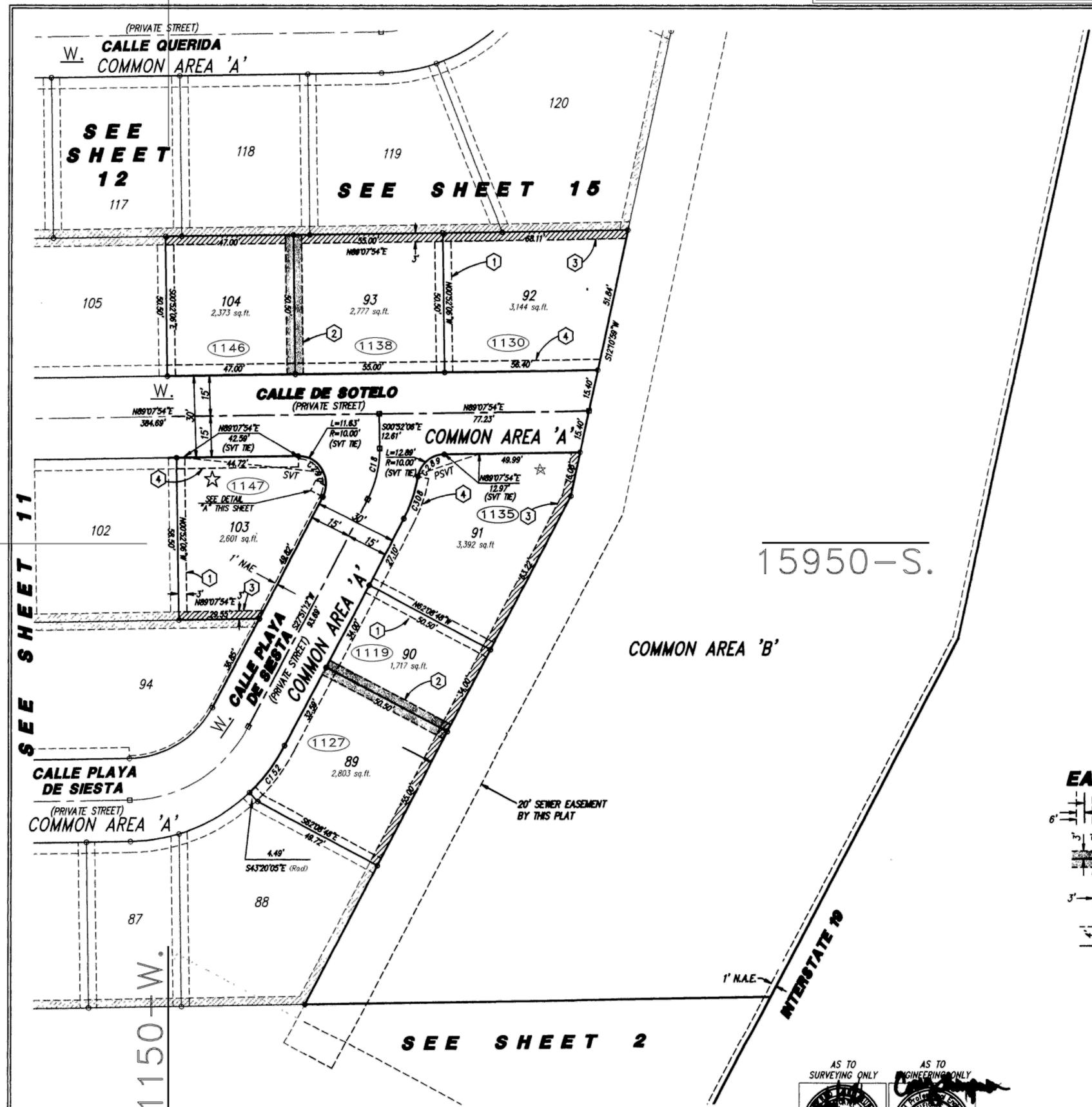
**RANCHO RESORT**  
 LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
 COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
 COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)  
 A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION  
 AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS  
 SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA  
 SA-12-02-09 SHEET 13 OF 18

CASE REFERENCES:  
 SA 12-02-09  
 SA 12-01-14  
 SA 12-98-05  
 SA 09-95-1

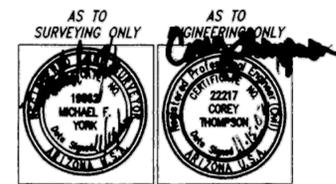
SEE SHEET 10

SEE SHEET 101

Stantec Consulting  
 201 North Bonita Ave  
 Tucson AZ USA  
 85745-2999  
 Tel. 520.750.7474  
 Fax. 520.750.7470  
 www.stantec.com



- EASEMENT KEY NOTES**
- 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
  - 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
  - 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
  - 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



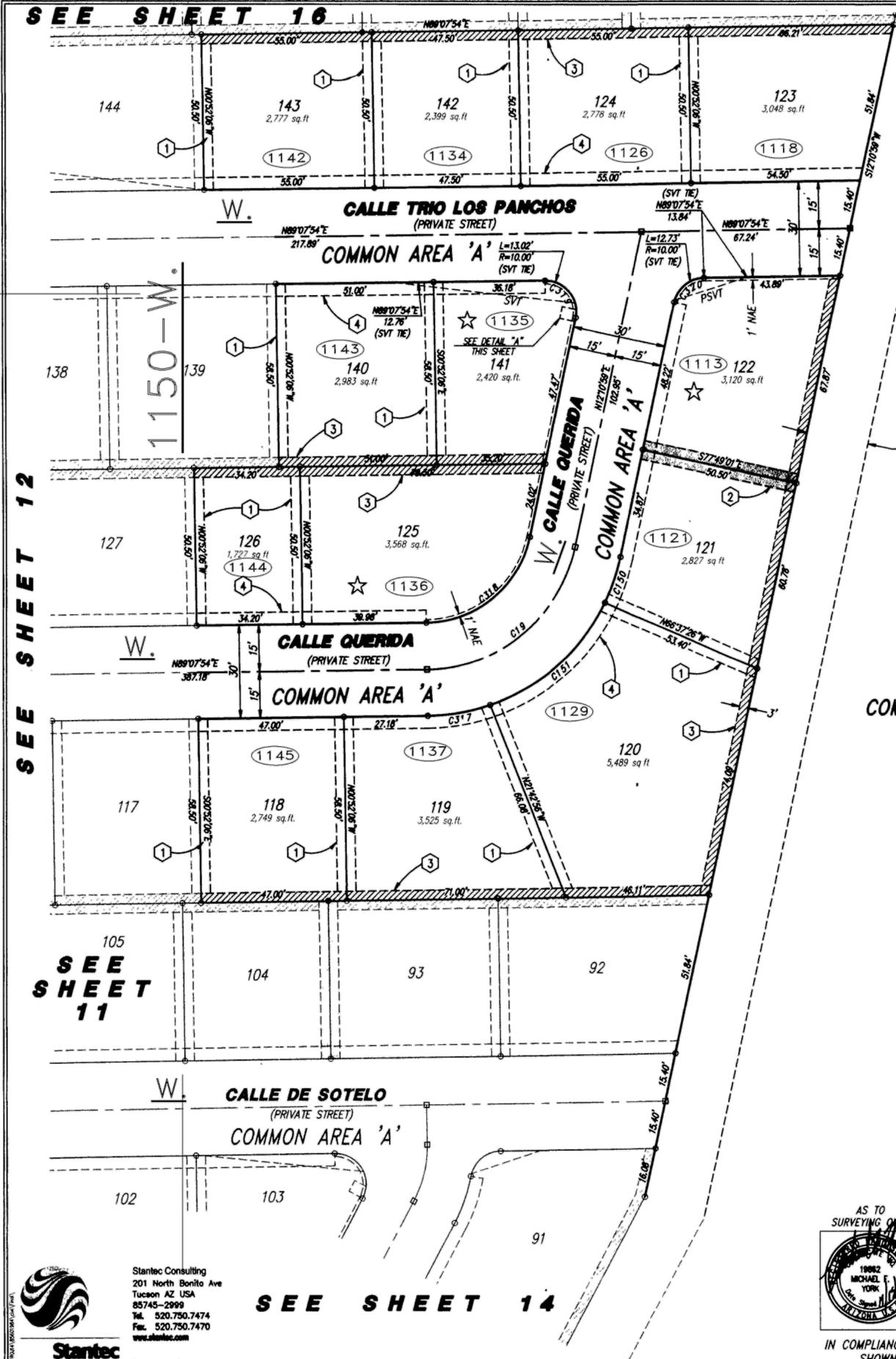
IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

CASE REFERENCES: SA 12-02-09, SA 12-01-14, SA 12-98-05, SA 09-95-1

**FINAL PLAT**  
**RANCHO RESORT**  
 LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
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 SA-12-02-09 SHEET 14 OF 18

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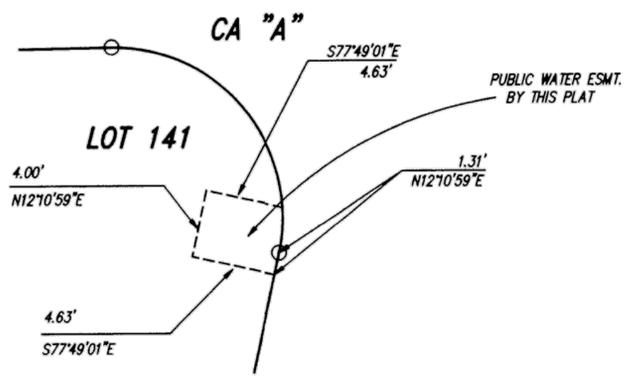
SEE SHEET 16



15900-S.

COMMON AREA 'B'

INTERSTATE 19



DETAIL "A"

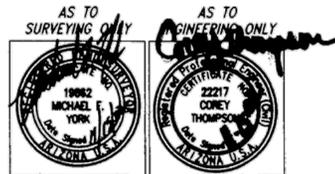
EASEMENT KEY NOTES

- 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
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3' PUBLIC UTILITY EASEMENT BY THIS PLAT
4' PUBLIC UTILITY EASEMENT BY THIS PLAT

SEE SHEET 11

SEE SHEET 14

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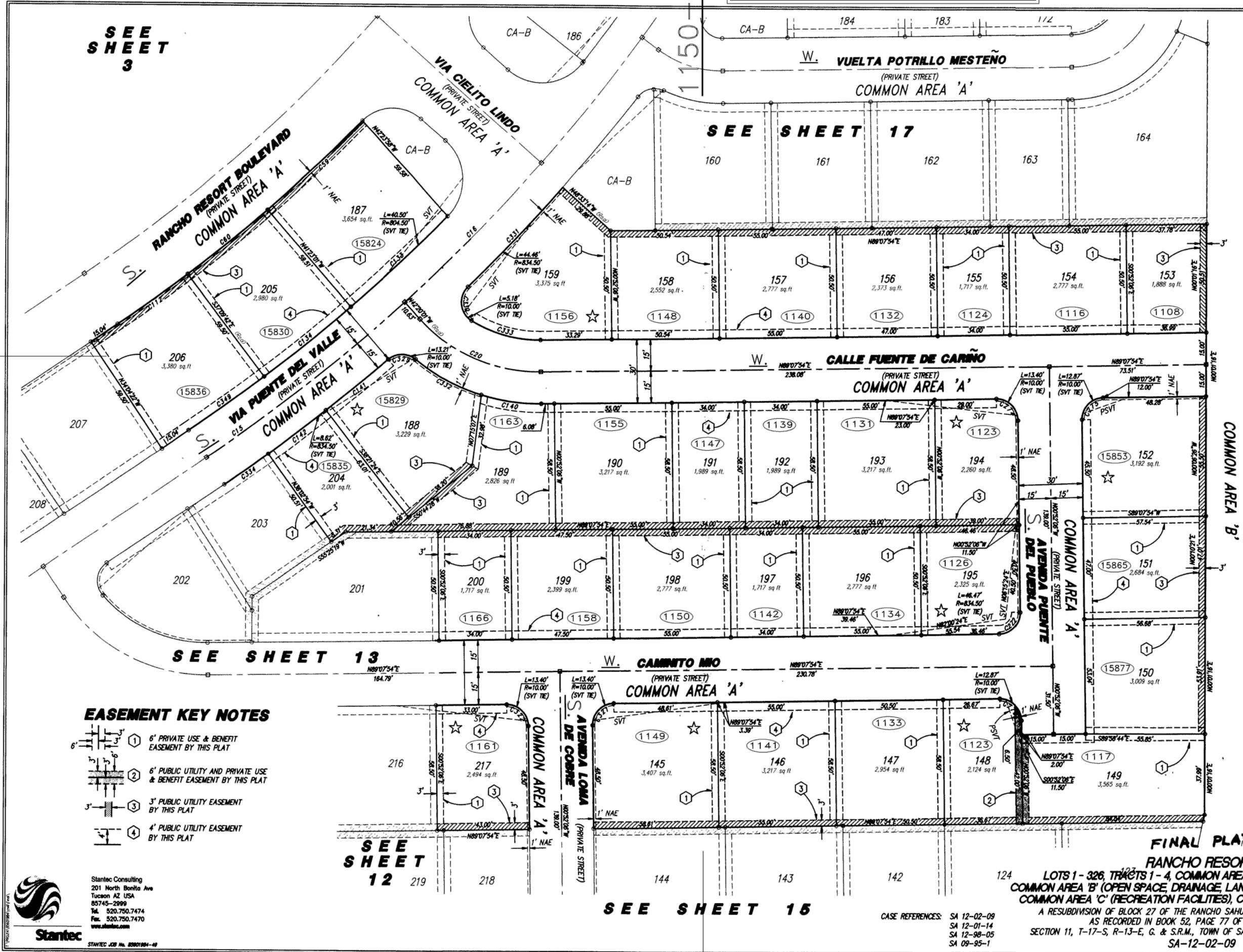
IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

FINAL PLAT
RANCHO RESORT
LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS), COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY), COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE)
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SA-12-02-09 SHEET 15 OF 18

CASE REFERENCES: SA 12-02-09
SA 12-01-14
SA 12-98-05
SA 09-95-1

SEO NO

SEE SHEET 3



- EASEMENT KEY NOTES**
- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
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  - ③ 3' PUBLIC UTILITY EASEMENT BY THIS PLAT
  - ④ 4' PUBLIC UTILITY EASEMENT BY THIS PLAT



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**FINAL PLAT**  
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 SA-12-02-09 SHEET 16 OF 18

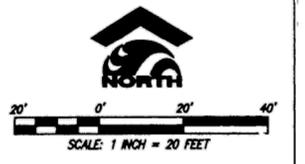
CASE REFERENCES:  
 SA 12-02-09  
 SA 12-01-14  
 SA 12-98-05  
 SA 09-95-1

15850-S.

SEO NO

SEO NO

SEE SHEET 3



15800-S.

COMMON AREA 'C'

COMMON AREA 'B'

COMMON AREA 'A'

COMMON AREA 'B'

RANCHO RESORT BOULEVARD  
(PRIVATE STREET)

VIA PUENTE DEL VALLE  
(PRIVATE STREET)

W. VUELTA POTRILLO MESTENO  
(PRIVATE STREET)

W. VUELTA POTRILLO MESTENO  
(PRIVATE STREET)

VIA CIELITO  
(PRIVATE STREET)

COMMON AREA 'A'

W. CALLE FUENTE DE CARINO  
(PRIVATE STREET)

COMMON AREA 'A'



IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE

EASEMENT KEY NOTES

- ① 6' PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
- ② 6' PUBLIC UTILITY AND PRIVATE USE & BENEFIT EASEMENT BY THIS PLAT
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SHEET 13

SEE SHEET 16

FINAL PLAT  
RANCHO RESORT

LOTS 1 - 326, TRACTS 1 - 4, COMMON AREA 'A' (PRIVATE STREETS),  
COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY),  
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STANTEC JOB No. 00001904-00

CURVE DATA

Table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD, TANGENT. Contains curve data for curves C1 through C88.

Table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD, TANGENT. Contains curve data for curves C89 through C176.

Table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD, TANGENT. Contains curve data for curves C177 through C264.

FLOOD PRONE DATA

Table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD, TANGENT. Contains curve data for curves C265 through C349.

FLOOD LINE TABLE with columns: LINE, LENGTH, BEARING. Lists flood line data for lines FL1 through FL74.

FLOOD CURVE TABLE with columns: CURVE, LENGTH, RADIUS, DELTA. Lists flood curve data for curves FC1 through FC10.

Stantec Consulting logo and address: 201 North Bonita Ave, Tucson AZ, USA. Phone: 520.750.7474.

Professional Engineer and Surveyor seals for Michael J. Thompson, State of Arizona. Includes text: 'AS TO SURVEYING ONLY' and 'AS TO ENGINEERING ONLY'.

CASE REFERENCES: SA 12-02-09, SA 12-01-14, SA 12-98-05, SA 09-95-1

FINAL PLAT RANCHO RESORT. LOTS 1-326, TRACTS 1-4, COMMON AREA 'A' (PRIVATE STREETS), COMMON AREA 'B' (OPEN SPACE, DRAINAGE, LANDSCAPE, PEDESTRIAN, UTILITY), COMMON AREA 'C' (RECREATION FACILITIES), COMMON AREA 'D' (DRAINAGE). A RESUBDIVISION OF BLOCK 27 OF THE RANCHO SAHUARITA BLOCK PLAT SUBDIVISION AS RECORDED IN BOOK 52, PAGE 77 OF MAPS AND PLATS SECTION 11, T-17-S, R-13-E, G. & S.R.M., TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA SA-12-02-09 SHEET 18 OF 18

SEC NO



**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 23, 2016

**AGENDA ITEM: 9F**

**TO:** Honorable Mayor and Council  
**FROM:** Sarah S. More, FAICP, Planning & Zoning Director  
**SUBJECT:** **Approval of the Final Plat for the Corner at Rancho Sahuarita (Case No. SA12-16-00011).**

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input checked="" type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input type="checkbox"/> Other

**GOALS/OTHER:** Focus Area 3: Promote planned growth that fosters high quality and diverse development, facilitates sustainable infrastructure and assures quality services.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted: Not Applicable
2. Available Budget/Project Capacity (\$): Not Applicable

**STAFF RECOMMENDATION**

Staff recommends approval of the Final Plat for The Corner at Rancho Sahuarita.

**SUGGESTED MOTION**

**I move to approve the Final Plat for the Corner at Rancho Sahuarita (Case No. SA12-00011).**

**DISCUSSION**

**BACKGROUND:**

Baker & Associates Engineering, Inc., representing Rancho Sahuarita XX, LLC, requests approval of the Final Plat for The Corner at Rancho Sahuarita. The proposed subdivision has a gross area of 5.5 acres and will create 6 commercial lots. The subdivision includes commercial lots and common area.

This subdivision is located at the northeast corner of Sahuarita Rd. and Rancho Sahuarita Blvd. The applicant is not proposing any new public or private roads.

This plat meets the requirements of the Rancho Sahuarita Specific Plan and Town of Sahuarita subdivision standards.

**ATTACHMENTS**

1. Final Plat for The Corner at Rancho Sahuarita
2. Assurance Agreement





DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS THE TOWN OF SAHUARITA AND PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS, ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASONS OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE HEREBY GRANT TO THE TOWN OF SAHUARITA AND ALL UTILITY COMPANIES ALL PUBLIC UTILITY EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND PUBLIC SEWERS AND OTHER USES AS DESIGNATED BY THIS PLAT.

COMMON AREA "A" AND NEW PRIVATE EASEMENTS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE PUBLIC AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

TITLE TO THE LAND OF COMMON AREA "A" SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 10694, PAGE 1728, AS AMENDED BY DOCKET 12670, PAGE 7759, AND PER SUPPLEMENTAL DECLARATION PER SEQUENCE NUMBER 20162300455, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR COMMON AREA "A" AND NEW PRIVATE EASEMENTS WITHIN THE SUBDIVISION.

TITLE SECURITY AGENCY L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER #201608R, AND NOT IN ITS CORPORATE CAPACITY.

[Signature]
TRUST OFFICER

BENEFICIARIES BEING:
RANCHO SAHUARITA XX, L.L.C.
4549 E. FORT LOWELL, TUCSON, ARIZONA 85712
520-299-8766

ACKNOWLEDGMENT

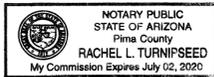
STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE 22 DAY OF November, 2016, BEFORE ME PERSONALLY APPEARED [Signature] WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE [Signature] OF TITLE SECURITY AGENCY L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. #201608R, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS [Signature] BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF AS [Signature]

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-2-2020



RECORDING DATA

STATE OF ARIZONA } S.S.
COUNTY OF PIMA SEQUENCE NO. \_\_\_\_\_
FEE: \_\_\_\_\_

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER & ASSOCIATES ENGINEERING, INC., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN SEQUENCE NO. \_\_\_\_\_ THEREOF AT \_\_\_\_\_ WITNESS MY HAND AND OFFICIAL SEAL, THE DAY AND YEAR ABOVE AS WRITTEN.

F. ANN RODRIGUEZ DEPUTY
COUNTY RECORDER

GENERAL NOTES

- 1. THE GROSS AREA OF THIS SUBDIVISION IS 5.5 ACRES.
2. THE USE OF THIS PROJECT ARE THOSE REGIONAL COMMERCIAL USES ALLOWED IN THE RANCHO SAHUARITA SPECIFIC PLAN AND APPLICABLE TOWN CODE.
3. EXISTING ZONING IS SP AND WILL REMAIN. THE SPECIFIC PLAN LAND USE DESIGNATION IS REGIONAL COMMERCIAL POD 37 WITH A B-1 EQUIVALENT.
4. MINIMUM LOT SIZE IS 16,269 SQUARE FEET. THE TOTAL NUMBER OF LOTS IS 6.
5. THE TOTAL AREA OF COMMON AREA "A" (DRAINAGE) IS 17,191 S.F., OR 0.39 ACRES.
6. THE WATER COMPANY THAT WILL SERVICE THIS SUBDIVISION IS SAHUARITA WATER COMPANY.
7. THE WATER PROVIDER HAS OBTAINED A DESIGNATION OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.
8. THE WASTEWATER PROVIDER THAT WILL SERVICE THIS DEVELOPMENT/SUBDIVISION IS TOWN OF SAHUARITA WATER RECLAMATION FACILITY.
9. NEW PUBLIC STREETS TOTAL -0- MILES.
10. NEW PRIVATE STREETS TOTAL -0- MILES.
11. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11 TO A FOUND 2" BCSM (#31) AT THE SOUTHWEST CORNER OF SECTION 11, A FOUND 2" BCSM (#32) AT THE CENTERLINE INTERSECTION OF SAHUARITA ROAD & RANCHO SAHUARITA BLVD., AS RECORDED IN BOOK 52 OF MAPS AND PLATS AT PAGE 77, RECORDS OF PIMA COUNTY, ARIZONA. THE BEARING BEING: N89°07'56"E (ACCORDING TO SURVEY BY AMERSON SURVEYING, INC.).

RESTRICTIVE NOTES

- 1. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
2. THE DEVELOPER, ANY SUCCESSORS AND ASSIGNS, SHALL HOLD THE TOWN OF SAHUARITA AND PIMA COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS DEVELOPMENT AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.
3. AN ALL WEATHER ACCESS CAPABLE OF SUPPORTING THE IMPOSED LOAD OF AT LEAST 75,000 POUNDS WILL BE PROVIDED WITHIN THIS DEVELOPMENT PRIOR TO COMBUSTIBLES ENTERING SITE.
4. FIRE FLOW REQUIREMENTS MUST BE MET AND APPROVED BY THE TOWN OF SAHUARITA FIRE MARSHAL PRIOR TO COMBUSTIBLES ENTERING SITE.
5. FIRE LANES SHALL BE IDENTIFIED AND MARKED WITH SIGNS APPROVED BY THE TOWN OF SAHUARITA FIRE MARSHAL AND SHALL BE INSTALLED AT TIME OF PAVEMENT.
6. IT WILL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO INSTALL AND MAINTAIN BLUE REFLECTIVE TILE MARKERS AT ALL FIRE HYDRANT LOCATIONS.
7. PRIVATE DRIVEWAY AND PARKING CROSS-ACCESS EASEMENTS WILL BE RECORDED BY SEPARATE INSTRUMENT (INDIVIDUAL PURCHASE AND SALE AGREEMENTS) AS EACH LOT IS DEVELOPED.
8. PRIVATE DRAINAGE EASEMENTS RIGHTS ARE PROVIDED IN SECTION 9.32 OF THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 10694, PAGE 1728, AND AS AMENDED BY DOCKET 12670, PAGE 7759, SEQUENCE NO. 20110320363 AND SEQUENCE NO. 20162300455.
9. THIS PROJECT IS SUBJECT TO THE FOLLOWING EXISTING BLANKET EASEMENTS (TO BE RELEASED BY SEPARATE INSTRUMENT AFTER THE RECORDING OF THE FINAL PLAT):
- ELECTRIC EASEMENT PER DOCKET 5948, PAGE 515.
- GAS EASEMENT PER DOCKET 12345, PAGE 6

BUILDING SETBACKS (BY LOT)

(PER "RC" ZONING, RANCHO SAHUARITA SPECIFIC PLAN)

FRONT: 15 FEET
SIDE: NONE
REAR: 10 FEET

SHEET INDEX

- SHEET #1 COVER SHEET
SHEET #2 FINAL PLAT SHEET
SHEET #3 EASEMENT COVER SHEET
SHEET #4 EASEMENT DETAIL SHEET

ASSURANCES

AN APPROVED ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 201608R, FROM TITLE SECURITY AGENCY L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN SEQUENCE NO. \_\_\_\_\_ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE TOWN OF SAHUARITA ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_
MAYOR
TOWN OF SAHUARITA

ASSURED WATER

THE WATER PROVIDER HAS OBTAINED A DESIGNATION OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPT. OF WATER RESOURCES.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_
PLANNING DIRECTOR

CERTIFICATIONS

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

MICHAEL AMERSON
AMERSON SURVEYING, INC.
REGISTERED LAND SURVEYOR NO. 22245
STATE OF ARIZONA



I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA



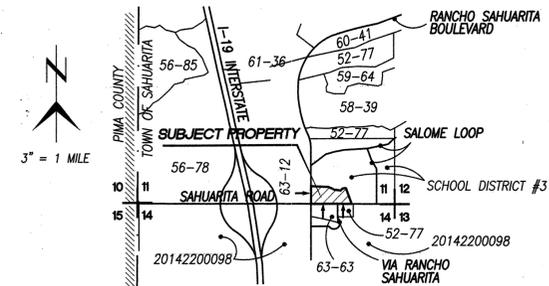
APPROVALS

I, \_\_\_\_\_, CLERK OF THE TOWN OF SAHUARITA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF SAHUARITA ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_
TOWN OF SAHUARITA
TOWN CLERK

BY: \_\_\_\_\_ DATE: \_\_\_\_\_
TOWN OF SAHUARITA
PLANNING DIRECTOR

BY: \_\_\_\_\_ DATE: \_\_\_\_\_
TOWN OF SAHUARITA
TOWN ENGINEER



LEGEND

- ▲ FOUND/SET SURVEY MONUMENT AS SHOWN
● FOUND/SET PROPERTY CORNER AS SHOWN
/ CALCULATED POINT - NOTHING FOUND OR SET
1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
SUBDIVISION BOUNDARY
C2 CURVE DATA - SEE TABLE, SHEET 2
L10 LINE DATA - SEE TABLES, SHEETS AND 4
(R) RANCHO SAHUARITA, BLOCK 1 - 62, M&P 52/77
(R1) RECORD OF SURVEY, BOOK 35/34
(R2) RECORD OF SURVEY, BOOK 54/53
(R3) RECORD OF SURVEY, BOOK 48/30
★ ADDRESSING/ACCESS LOCATION
EXISTING RIGHT-OF-WAY LINE
EASEMENT LINE AS SHOWN (SEE ALSO EASEMENT KEYNOTES CHARTS, SHEET 3, AND EASEMENT DETAILS, SHEET 4)
SVT SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT

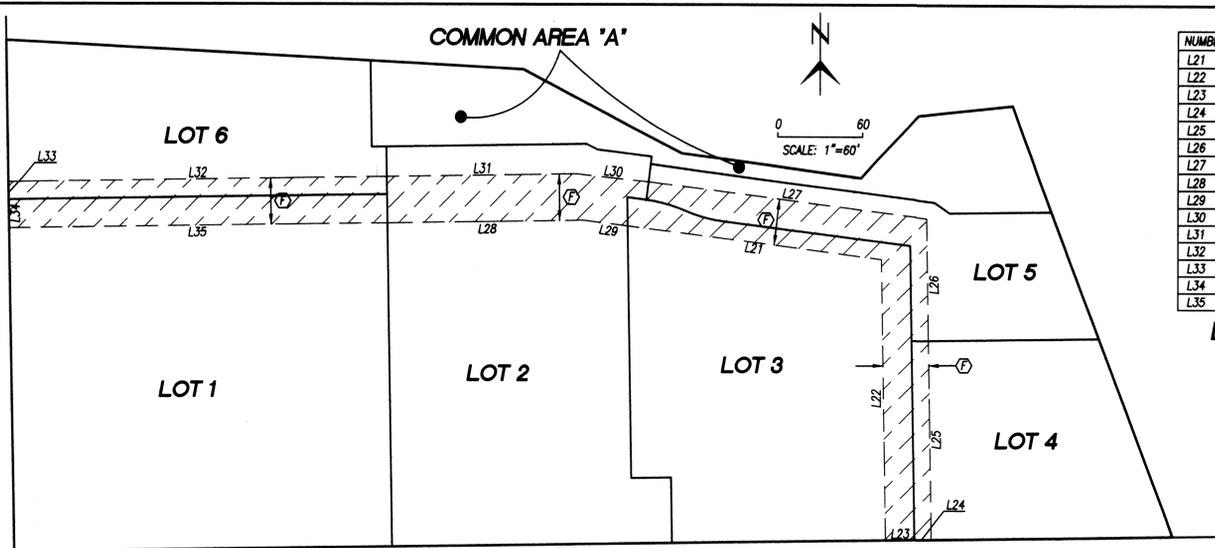
OWNER/DEVELOPER

RANCHO SAHUARITA XX, LLC
4549 E. FORT LOWELL ROAD
TUCSON, ARIZONA 85712
PHONE: 520-299-8766

FINAL PLAT for
THE CORNER AT RANCHO SAHUARITA
LOTS 1 - 6 and COMMON AREA "A" (DRAINAGE)
BEING A DEVELOPMENT OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, T17S, R13E, G&SRB&M, PIMA COUNTY, ARIZONA





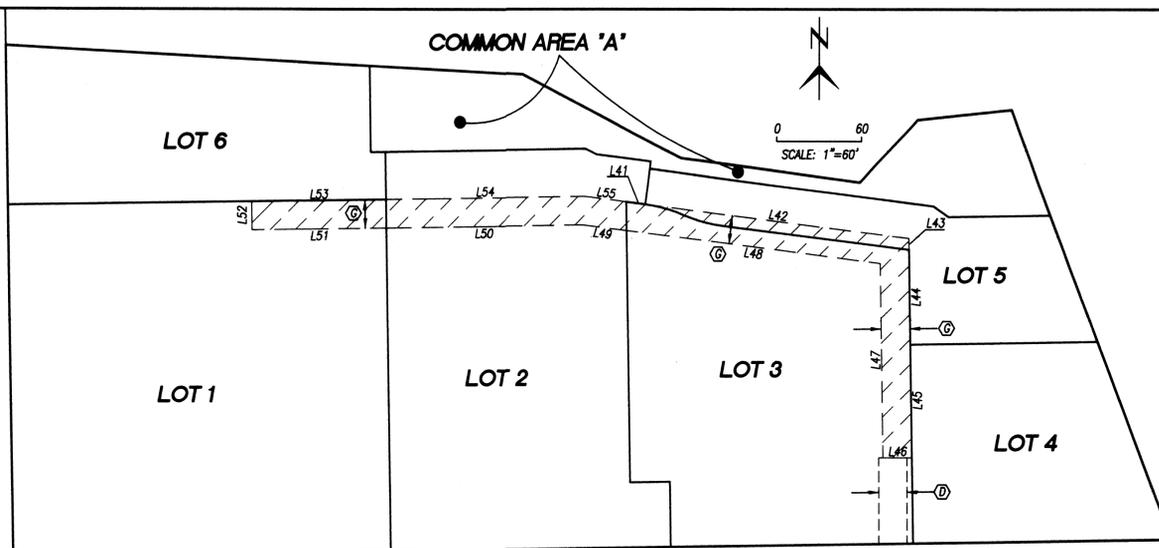


NUMBER	DIRECTION	DISTANCE
L21	N82°41'40"W	180.94'
L22	N00°52'04"W	197.11'
L23	S89°07'56"W	20.44'
L24	S89°07'56"W	12.00'
L25	S00°52'04"E	139.13'
L26	N00°52'04"W	86.29'
L27	N82°41'40"W	198.31'
L28	N89°07'56"E	138.78'
L29	S82°41'40"E	31.42'
L30	S83°58'30"E	51.64'
L31	N89°07'56"E	133.87'
L32	N89°07'56"E	267.35'
L33	N00°56'50"W	12.50'
L34	N00°56'50"W	20.00'
L35	S89°07'56"W	267.30'

LINE TABLE

**NEW PRIVATE ACCESS EASEMENT DETAIL**

Ⓣ NEW VARYING WIDTH PRIVATE ACCESS EASEMENT GRANTED FOR THE USE/BENEFIT OF ALL PROPERTY WITHIN THIS SUBDIVISION BY THIS PLAT



NUMBER	DIRECTION	DISTANCE
L41	N82°41'40"W	13.59'
L42	N82°41'40"W	188.00'
L43	N00°52'04"W	8.08'
L44	N00°52'04"W	67.17'
L45	N00°52'04"W	79.29'
L46	N89°50'00"E	20.44'
L47	S00°52'04"E	137.03'
L48	S82°41'40"E	180.94'
L49	S82°41'40"E	31.42'
L50	N89°07'56"E	138.78'
L51	N89°07'56"E	94.98'
L52	S00°52'04"E	20.00'
L53	S89°07'56"W	94.98'
L54	S89°07'56"W	140.21'
L55	N82°41'40"W	29.98'

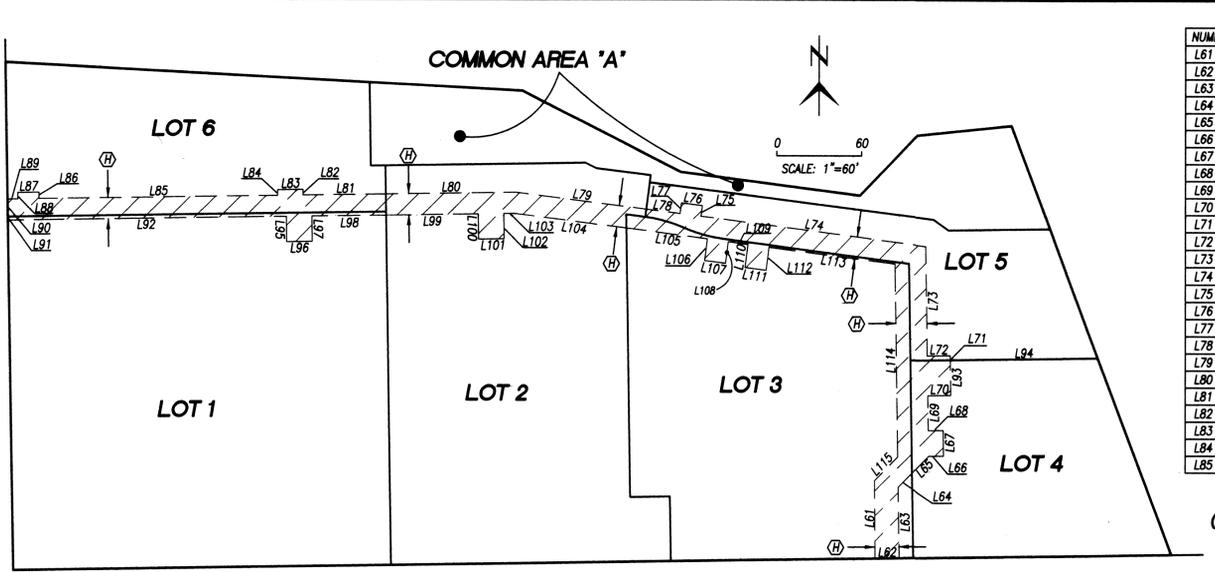
LINE TABLE

**EASEMENT KEYNOTE**

Ⓣ EX. 20' SEWER EASEMENT PER DKT. 13764, PAGE 274

**NEW PUBLIC SEWER EASEMENT DETAIL**

Ⓣ NEW VARYING WIDTH (MINIMUM 20') PUBLIC SEWER EASEMENT GRANTED FOR THE USE/BENEFIT OF THE PUBLIC BY THIS PLAT



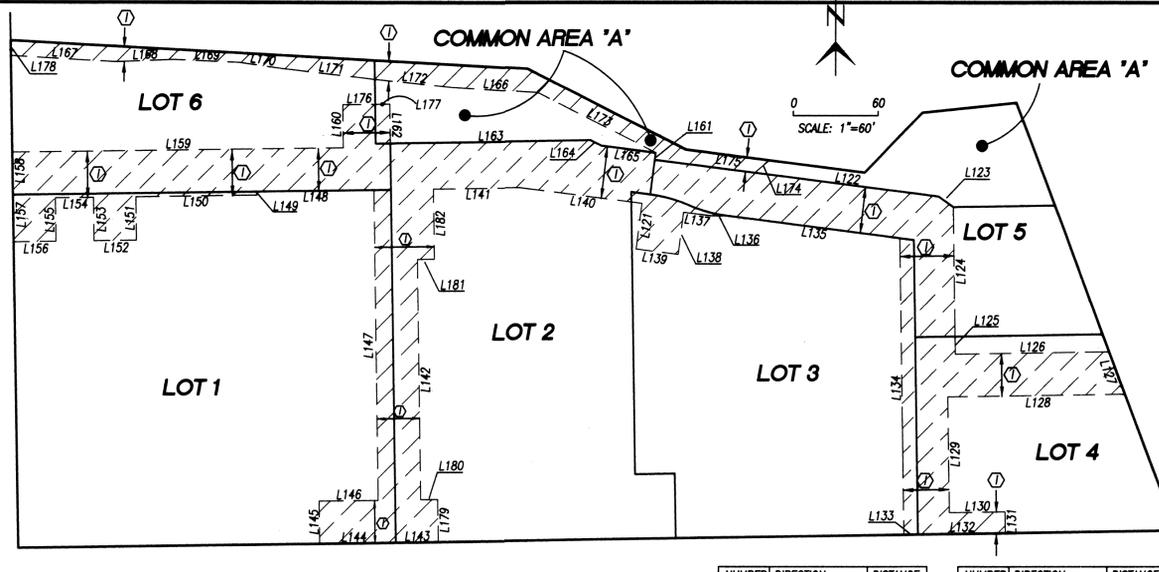
NUMBER	DIRECTION	DISTANCE
L61	N00°28'56"W	54.69'
L62	S89°07'56"W	17.03'
L63	S00°52'04"E	49.76'
L64	S44°07'56"W	14.06'
L65	S44°07'56"W	16.97'
L66	S89°07'56"W	10.50'
L67	S00°52'04"E	18.00'
L68	N89°07'56"E	10.50'
L69	S00°52'04"E	24.55'
L70	S89°07'56"W	16.22'
L71	S00°52'04"E	3.13'
L72	N89°07'56"E	16.22'
L73	S00°52'04"E	75.96'
L74	S82°41'40"E	160.30'
L75	S07°18'20"W	7.66'
L76	S82°41'40"E	15.00'
L77	N07°18'20"E	7.66'
L78	S82°41'40"E	24.04'
L79	S82°41'40"E	93.21'
L80	N89°07'56"E	91.87'
L81	N89°07'56"E	58.50'
L82	S00°52'04"E	4.00'
L83	N89°07'56"E	18.00'
L84	N00°52'04"W	4.00'
L85	N89°07'56"E	168.50'

LINE TABLE (CONTINUED BELOW)

**NEW WATER EASEMENT DETAIL**

Ⓣ NEW VARYING WIDTH (MINIMUM 15') WATER EASEMENT GRANTED FOR THE USE/BENEFIT OF SAHUARITA WATER COMPANY BY THIS PLAT

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L86	S00°52'04"E	4.50'	L96	S89°07'56"W	18.00'	L106	N07°18'20"E	15.09'
L87	N89°07'56"E	15.00'	L97	S00°52'04"E	17.50'	L107	N82°41'40"W	15.00'
L88	N00°52'04"W	4.50'	L98	S89°07'56"W	52.50'	L108	S07°18'20"W	15.09'
L89	N89°07'56"E	7.34'	L99	S89°07'56"W	65.20'	L109	N82°41'40"W	14.00'
L90	S00°56'50"E	12.50'	L100	N00°52'04"W	17.50'	L110	N07°18'20"E	16.13'
L91	S00°56'50"E	2.50'	L101	S89°07'56"W	18.00'	L111	N82°41'40"W	15.00'
L92	N89°07'56"E	196.83'	L102	S00°52'04"E	17.50'	L112	S07°18'20"W	16.12'
L93	S00°52'04"E	24.87'	L103	S89°07'56"W	7.60'	L113	N82°41'40"W	89.87'
L94	N89°07'56"E	104.25'	L104	N82°41'40"W	79.90'	L114	N00°52'04"W	134.85'
L95	N00°52'04"W	17.50'	L105	N82°41'40"W	57.68'	L115	N44°07'56"E	23.57'



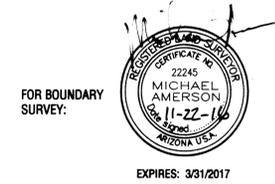
NUMBER	DIRECTION	DISTANCE
L121	S07°18'20"W	32.08'
L122	N82°41'40"W	131.21'
L123	N54°43'23"W	12.83'
L124	N00°52'04"W	90.00'
L125	N00°52'04"W	12.50'
L126	S89°07'56"W	108.74'
L127	N20°38'59"W	31.86'
L128	N89°07'56"E	125.25'
L129	N00°52'04"W	81.63'
L130	S89°07'56"W	39.34'
L131	N00°52'04"W	15.00'
L132	N89°07'56"E	61.84'
L133	N89°07'56"E	9.94'
L134	S00°52'04"E	207.73'
L135	S82°41'40"E	123.10'
L136	N89°12'45"E	10.65'
L137	S82°41'40"E	20.43'
L138	N07°18'20"E	29.58'
L139	S82°41'40"E	30.00'
L140	S82°41'40"E	87.33'
L141	N89°07'56"E	60.97'
L142	N00°52'04"W	168.38'
L143	N89°07'56"E	30.00'
L144	N89°07'56"E	53.79'
L145	S00°52'04"E	30.00'

LINE TABLE (CONTINUED BELOW)

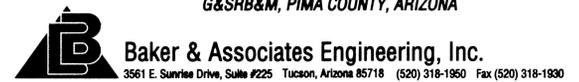
**NEW PUBLIC UTILITY EASEMENT DETAIL**

Ⓣ NEW VARYING WIDTH PUBLIC UTILITY EASEMENT GRANTED FOR THE USE/BENEFIT OF THE PUBLIC AND ALL UTILITY COMPANIES BY THIS PLAT

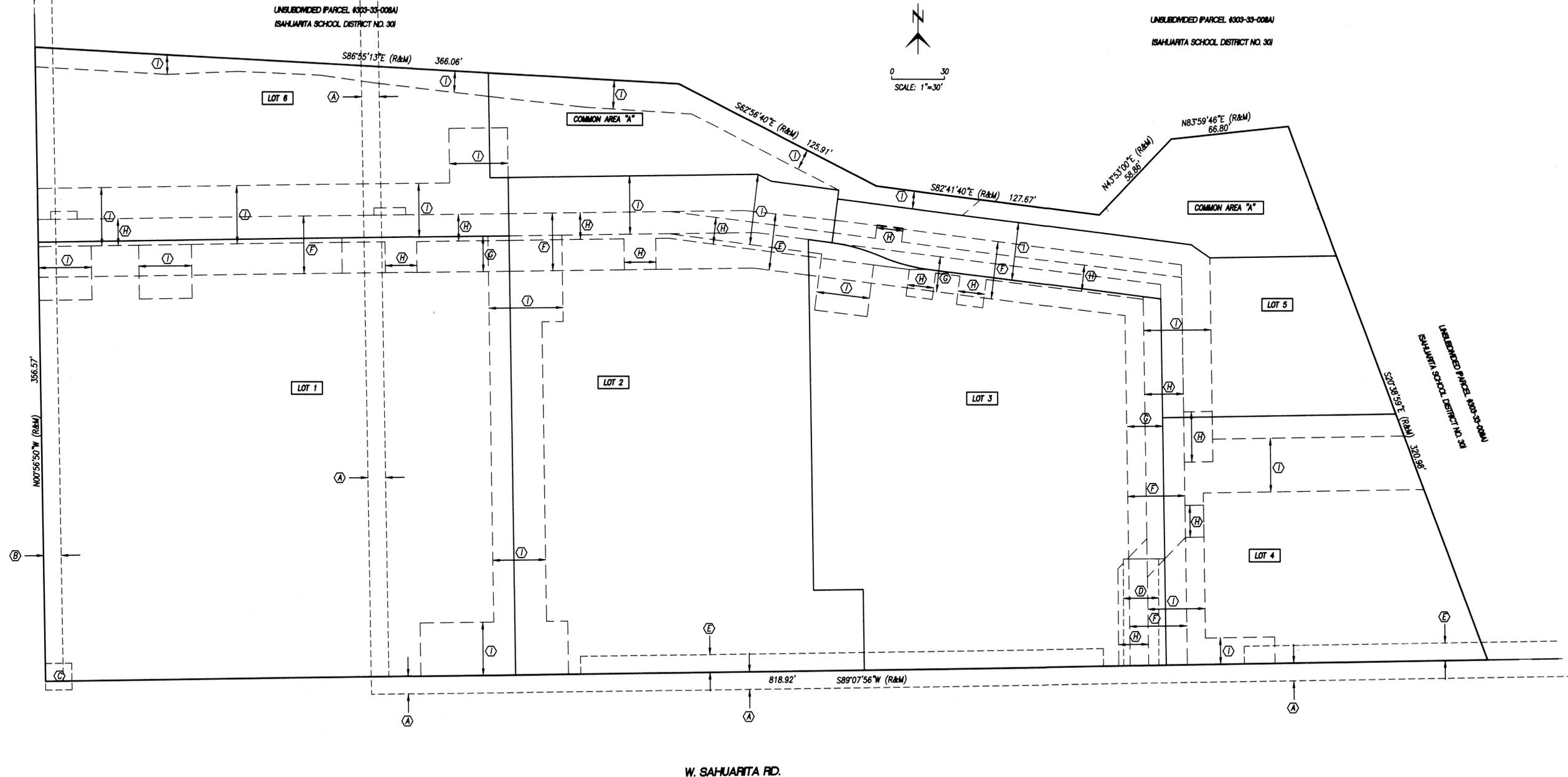
NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L146	S89°07'56"W	41.79'	L158	S00°56'50"E	30.00'	L170	N82°13'36"W	31.84'
L147	S00°52'04"E	217.30'	L159	S89°07'56"W	234.15'	L171	N83°34'41"W	64.50'
L148	N89°07'56"E	82.98'	L160	S00°52'04"E	30.54'	L172	N83°51'27"W	55.11'
L149	N00°52'04"W	2.50'	L161	S07°18'20"W	5.00'	L173	N62°56'40"W	93.80'
L150	N89°07'56"E	85.41'	L162	N00°52'04"W	27.92'	L174	S49°56'54"W	12.67'
L151	N00°52'04"W	30.51'	L163	S89°07'56"W	141.50'	L175	N82°02'11"W	58.98'
L152	N89°07'56"E	30.00'	L164	N63°45'43"W	8.79'	L176	N89°07'56"E	22.87'
L153	S00°52'04"E	30.51'	L165	N82°41'40"W	38.62'	L177	N89°07'56"E	10.35'
L154	N89°07'56"E	26.93'	L166	S86°32'46"E	60.50'	L178	N00°56'50"W	11.01'
L155	N00°56'50"W	30.51'	L167	N86°48'46"W	75.02'	L179	S00°52'04"E	30.00'
L156	N89°07'56"E	30.00'	L168	S87°33'09"W	40.00'	L180	N89°07'56"E	12.00'
L157	S00°56'50"E	33.01'	L169	N87°30'59"W	46.93'	L181	S89°07'56"W	12.00'
						L182	N00°52'04"W	48.93'



FINAL PLAT for  
**THE CORNER AT RANCHO SAHUARITA**  
**LOTS 1 - 6 and COMMON AREA 'A' (DRAINAGE)**  
 BEING A DEVELOPMENT OF A PORTION OF THE SOUTHEAST QUARTER  
 OF SECTION 11, T17S, R13E,  
 G&SRB&M, PIMA COUNTY, ARIZONA



S. RANCHO SAHUARITA BL.



W. SAHUARITA RD.

**EXISTING EASEMENT KEYNOTES**

- Ⓐ EX. 10' GAS AND ELECTRIC UTILITY EASEMENT PER DKT. 1230, PAGE 409 TO BE ABANDONED BY SEPARATE INSTRUMENT FOLLOWING THE RELOCATION OF EXISTING FACILITIES
- Ⓑ EX. 10' MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER DKT. 2852, PAGE 140
- Ⓒ EX. 15' X 15' TELEPHONE AND TELEGRAPH FACILITY EASEMENT PER DKT. 8012, PAGE 1577
- Ⓓ EX. 20' SEWER EASEMENT PER DKT. 13764, PAGE 274
- Ⓔ EX. 10' SLOPE AND LANDSCAPE EASEMENT PER DKT. 13782, PAGE 2282

**NEW EASEMENT KEYNOTES  
(SEE ALSO DETAILS, SHEET 4 OF 4)**

- Ⓕ NEW VARYING WIDTH PRIVATE ACCESS EASEMENT GRANTED FOR THE USE/BENEFIT OF ALL PROPERTY WITHIN THIS SUBDIVISION BY THIS PLAT
- Ⓖ NEW VARYING WIDTH (MINIMUM 20') PUBLIC SEWER EASEMENT GRANTED FOR THE USE/BENEFIT OF THE PUBLIC BY THIS PLAT
- Ⓗ NEW VARYING WIDTH (MINIMUM 15') WATER EASEMENT GRANTED FOR THE USE/BENEFIT OF SAHUARITA WATER COMPANY BY THIS PLAT
- Ⓙ NEW VARYING WIDTH PUBLIC UTILITY EASEMENT GRANTED FOR THE USE/BENEFIT OF THE PUBLIC AND ALL UTILITY COMPANIES BY THIS PLAT

FOR BOUNDARY SURVEY:



EXPIRES: 3/31/2017

FOR INTERIOR SUBDIVISION GEOMETRY



EXPIRES: 3/31/2017

**FINAL PLAT for**  
**THE CORNER AT RANCHO SAHUARITA**  
**LOTS 1 - 6 and COMMON AREA "A" (DRAINAGE)**  
 BEING A DEVELOPMENT OF A PORTION OF THE SOUTHEAST QUARTER  
 OF SECTION 11, T17S, R13E,  
 G&SRB&M, PIMA COUNTY, ARIZONA



**Baker & Associates Engineering, Inc.**  
 3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

When recorded return to:  
Town Clerk  
Town of Sahuarita  
375 W. Sahuarita Center Way  
Sahuarita, Arizona 85629

**ASSURANCE AGREEMENT FOR  
COMPLETION OF SUBDIVISION IMPROVEMENTS  
(Third Party Trust)  
THE CORNER AT RANCHO SAHUARITA**

**Town of Sahuarita Arizona,  
an Arizona municipal corporation**

**and**

**TITLE SECURITY AGENCY, L.L.C., Trust 201608R  
A Delaware limited liability company**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, (the "Effective Date"), by and between RANCHO SAHUARITA XX, LLC, an Arizona limited liability company (the "Subdivider"), TITLE SECURITY AGENCY, LLC, a Delaware limited liability company, as Trustee under trust number 201608R, and not in its corporate capacity (the "Trustee"), and the TOWN OF SAHUARITA, ARIZONA, a municipal corporation (the "Town"). The Subdivider, the Trustee and the Town are sometimes collectively referred to in this Agreement as the "Parties," any one of which is sometimes referred to as a "Party."

**RECITALS**

Subdivider is the beneficiary of Title Security Agency, LLC, a Delaware limited liability company as Trustee under Trust No. 201608R, which owns certain parcels of land located in the Town of Sahuarita, Pima County, Arizona, described in Section 1, which the Subdivider intends to develop and subdivide.

- A. The Parties wish to establish specific terms, conditions and guidelines to assure completion of the required subdivision improvements in compliance with the provisions of A.R.S. § 9-463.01 (C) (8) and the Sahuarita Town Code, as they may be amended from time to time.
- B. The Town seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive.
- C. This Agreement inures to the benefit of the Parties and is not executed for the benefit of third parties, such as, but not limited to, materialmen, laborers, or others providing work, services or materials for the Subdivision, or lot or home purchasers in the Subdivision.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter provided, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Town and the Subdivider as follows:

1. **PROPERTY DESCRIPTION.** On \_\_\_\_\_, 2016, the Town approved the final plat identified as THE CORNER AT RANCHO SAHUARITA, lots 1-6 and Common Area "A" (Drainage) recorded in the office of the Pima County Recorder at, Sequence Number \_\_\_\_\_. The land area depicted on the plat and the manner in which the plat proposes to divide and develop the land, as set forth on the site map and legal description attached as "Exhibit A," are collectively referred to in this Agreement as the "Subdivision."
2. **CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.** Once the Subdivider begins construction of the Improvements, it shall construct and install, at no expense to the Town, all Subdivision improvements, as defined in A.R.S. § 9-463 (2), as shown on the approved preliminary plat (if applicable), final plat and improvement plans for the Subdivision, and all other improvements or infrastructure that the Town reasonably determines are required to serve any portion of the Subdivision, including by way of illustration but not by limitation, improvements such as grading, streets, sidewalks, survey monuments, sanitary sewers, water and other utilities, drainage, flood control improvements, and those improvements listed on "Exhibit B" (the "Improvements"). The Subdivider's obligation to complete the Improvements is independent of any obligations of the Town. Nothing in this Agreement shall be construed as an undertaking by the Trustee to install, to guarantee the installation of, or to indemnify any other person for the installation of the Improvements.
3. **EXISTING UTILITIES.** Any relocation or modification of existing utilities or public improvements necessary to construct the Improvements shall be done at no expense to the Town. The Subdivider's performance of this requirement shall be considered in determining whether to release assurances under Section 12 and 13.
4. **ASSURANCE OF CONSTRUCTION.** This Agreement is submitted as an assurance that the Subdivider will construct the Improvements as required by A.R.S. § 9-463.01 (C) (8) and Sahuarita Town Code Section 18.69 and other Town regulations and laws as provided by Section 2 of this Agreement.
5. **START OF CONSTRUCTION.** The Subdivider shall begin construction of the Improvements in sufficient time to allow for completion of the Improvements within the time period required by this Agreement, the Sahuarita Town Code, or any other agreements between the parties.
6. **DILIGENCE.** Once construction of the Improvements has begun, the Subdivider shall diligently pursue completion of the Improvements. If the Subdivider has failed to do substantial work on the Improvements for a period of 60 consecutive calendar days, the Town may provide the Subdivider with notice of lack of diligence as provided in Section 24 of this Agreement. The Subdivider's continued failure to do substantial work on the Improvements within 30 days of the notice shall be presumptive evidence that the Subdivider is failing to diligently pursue construction of the Improvements.
7. **COMPLETION OF THE IMPROVEMENTS.** Once the Subdivider begins construction of the Improvements, it shall complete construction of the Improvements within two (2) years of the date it began construction, unless otherwise agreed by the Parties. This completion date shall be extended in the event of Force Majeure as provided in Section 40 . The Improvements shall not be considered completed unless and until they have been constructed in accordance with Town approved plans, and then-current (as of the date of the approved plans) Town standards, specifications, details, requirements and agreements.
8. **ACCEPTANCE OF THE IMPROVEMENTS.** With respect to any of the Improvements to be dedicated to the Town, the Town shall not accept the Improvements or maintenance responsibility for the Improvements unless and until all of the following have occurred:

- 8.1 The Improvements have been completed in accordance with Section 7 of this Agreement.
  - 8.2 The Improvements, and the rights-of-way and easements in which the Improvements are located, have been dedicated or conveyed to the Town.
  - 8.3 The Town has, by formal action, accepted dedication or conveyance of the Improvements, and the rights-of-way and easements in which they are located.
  - 8.4 The Town Engineer has acknowledged in writing that all related private improvement agreements and permits have been satisfactorily completed.
9. **WARRANTY.** The Subdivider warrants that all Improvements that are dedicated to the Town will be free from defects for a period of one year from the date the Town determines that the Improvements have been constructed and accepted in accordance with all applicable plans and regulations as provided in Section 8.
  10. **SECURITY.** To secure performance of its obligations under this Agreement, the Subdivider has placed or will place ownership of the Subdivision into a third party trust (the "Trust") that is subject to the terms of this Agreement. The Subdivider agrees that if the trust agreement entered into between the Subdivider and the Trustee is terminated for any reason before the completion of all of the Improvements, the Subdivider shall tender to the Town (i) monetary assurances in an amount equal to the Town's estimate of the total cost to complete the Improvements, or (ii) other assurances acceptable to the Town.
  11. **LIMITATION ON TRANSFER OF TITLE.** The Trustee shall not convey title to the Subdivision or any portion of the Subdivision without obtaining prior written approval from the Town in the form of a release of assurances signed by the Town Manager pursuant to Section 12.
  12. **RELEASE OF ASSURANCES.** The obligations of the Subdivider and the Trustee under this Agreement shall be released, and a release of assurances issued by the Town Manager, only upon the Subdivider's satisfactory completion and the Town's acceptance of the Improvements in accordance with Section 8, if applicable, or the Subdivider's tender and the Town's acceptance of substitute assurances for completion of the Improvements.
  13. **PARTIAL RELEASE OF ASSURANCES.** The Town may issue a partial release of assurances, permitting the sale or transfer of certain lots to end users. In the case of a partial release of assurances, the Town will not be deemed to have accepted the improvements as provided in Section 8, and the warranty provided in Section 9 will not begin. The Town will not issue partial release of assurances unless all of the following have occurred:
    - 13.1 All of the Improvements that are required for, benefit, or serve the released lots, including but not limited to all-weather access for emergency vehicles, signage, and utilities capable of independent operation, have been completed in accordance with Section 7 of this Agreement; and
    - 13.2 The Town determines that the released lots and the Improvements that are required for, benefit, or serve the released lots can be used separately from the Improvements that are not yet completed.
  14. **SUBSTITUTION OF ASSURANCES.** The Subdivider may submit substitute assurances in a form and amount acceptable to the Town at any time the Subdivider is not in default of this Agreement.
  15. **CONTRACTS FOR SALE.** Notwithstanding Section 11, the Trustee may enter into a contract or a deposit receipt agreement for the sale of the Subdivision or any portion of the Subdivision if the contract or agreement clearly states that no portion of the Subdivision shall be conveyed until the Subdivider's obligations under this Agreement are fully performed.
  16. **BULK SALES.** Notwithstanding Section 11, the Trustee may sell and convey all of the Subdivision in one transaction to a single purchaser who has tendered to the Town satisfactory assurances for the completion of the Improvements.

17. **CONVEYANCE OUT OF TRUST FOR ENCUMBRANCE.** Notwithstanding Section 11, the Trustee may convey all or part of the Subdivision to the Subdivider or to a beneficiary of the Trust solely for the purpose of encumbering the Subdivision, provided that the Subdivision is thereafter immediately re-conveyed into the Trust. Any person or entity who records an encumbrance or security agreement against all or any portion of the Subdivision shall be subject to the obligations of this Agreement.
18. **TOWN'S OPTION UPON DEFAULT.** In addition to any other remedies, if the Subdivider defaults on its obligations under this Agreement, the Town may provide the Subdivider and Trustee with written notice of the default as provided in Section 24 of this Agreement. In the event the default is not cured within 60 days of the delivery of the notice of default, the Town may at its sole discretion prepare and record a re-plat of the Subdivision, eliminating the Improvements that have not been constructed and the lots or parcels served by those Improvements. The Subdivider and Trustee hereby authorize the Town to execute, on behalf of the Subdivider and Trustee, all documents necessary to re-plat the Subdivision, and also agree to execute the plat returning the property to approximately the same boundary configurations of record before the recording of the plat described in Section 1 of this Agreement. The re-plat may exclude any dedications already in use by the public or for utilities needed to serve the portions of the Subdivision which are not replatted. The Subdivider shall pay the reasonable costs incurred to re-plat the Subdivision.
19. **TERMINATION.** This Agreement shall remain in full force and effect until one of the following has occurred:
- 19.1 All the Improvements have been completed and accepted by the Town Engineer as evidenced by a written full release of assurances from the Town Manager.
- 19.2 The Subdivider has tendered substitute assurances acceptable to the Town for the completion of the Improvements.
- 19.3 A new subdivision plat has been recorded for the Subdivision in compliance with any and all applicable laws and regulations.
20. **BINDING EFFECT.** If for any reason the legal or beneficial title to the Subdivision changes without the Town's prior approval of substitute assurances or issuance of a release of assurance, this Agreement shall remain binding upon the Parties and their respective successors and assigns. This Section shall not be construed as a waiver of the limitation on the transfer of title contained in Section 11 or the requirements for release of assurance or substitute assurance contained in Sections 12, 13 and 14.
21. **SEVERABILITY.** The provisions of this Agreement are severable. A court's determination that any portion of this Agreement is invalid shall not affect the validity of the remainder of this Agreement.
22. **NO WAIVER.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to be a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and the Subdivider; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Subdivider.
23. **SUBDIVIDER'S NOTICE OF CHANGES.** The Subdivider agrees to provide written notice to the Town at least ten calendar days before the occurrence of (i) a change of name, corporate identity or address of the Subdivider or the Trustee; (ii) intent to transfer, or a transfer of title to the Subdivision by deed, contract or operation of law; and (iii) the foreclosure of a lien against the Subdivision or a portion of the Subdivision.
24. **NOTICES, ADDRESSES, AND CHANGE OF ADDRESS.** Any notice required under this Agreement shall be complete when sent via First Class Mail or hand delivered to the following addresses. Any Party may change its address for purposes of notice under this Agreement by mailing a notice of change of address to the other Parties.

Subdivider: Rancho Sahuarita XX, LLC  
4549 East Fort Lowell Road  
Tucson, AZ 85712

Trustee: Title Security Agency, LLC Trust 201608R  
2730 East Broadway Boulevard, Suite 100  
Tucson, AZ 85716

Town: Town of Sahuarita Public Works Department  
375 W. Sahuarita Center Way  
Sahuarita, Arizona 85629  
Attn: Town Engineer

With a copy to: Town of Sahuarita Department of Law  
375 W. Sahuarita Center Way  
Sahuarita, Arizona 85629  
Attn: Town Attorney

25. **CONFLICT OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:
- The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.
26. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** The Subdivider shall comply with all Applicable Laws, standards and Executive Orders, without limitation to those designated within this Agreement.
27. **REMEDIES.** Any Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
28. **APPLICABLE LAW.** This Agreement shall be governed by the law of the State of Arizona, and suits pertaining to this Agreement shall be brought only in Pima County, State of Arizona.
29. **AMENDMENTS.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Subdivider. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Pima County.
30. **TIME OF ESSENCE.** Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.
31. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement will promptly be physically amended to make such insertion or correction. This Section 31 shall apply to Town laws enacted prior to the Effective Date, and state and federal laws, including case-law, enacted prior and subsequent to the Effective Date.

32. **SUCCESSORS AND ASSIGNS.** This Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
33. **ATTORNEYS' FEES.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
34. **SCHEDULES AND EXHIBITS.** All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.
35. **ENTIRE AGREEMENT; INTERPRETATION; PAROL EVIDENCE.** This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement. To the extent of any conflict between the terms and provisions of this Agreement and those of any existing or future public improvement agreement or similar agreement concerning the design and/or construction of any improvement, the terms and provisions of this Agreement shall control.
36. **RECORDATION OF AGREEMENT.** This Agreement shall be recorded in the Official Records of Pima County, Arizona after its approval and execution by all Parties.
37. **RELATIONSHIP OF THE PARTIES.** It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of another Party for any purpose whatsoever.
38. **ADDITIONAL ACTS AND DOCUMENTS.** Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.
39. **HEADINGS; COUNTERPARTS.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
40. **FORCE MAJEURE.** The performance of any Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or work stoppages required by governmental authorities or acts of terrorism. Changes in market conditions shall not be considered Force Majeure events.

41. **COMPUTATION OF TIME.** In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time, Sahuarita, Arizona) on the last day of the applicable time period provided herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS THEREOF, the Parties have affixed their signatures to this Agreement.

**TOWN**

Town of Sahuarita, Arizona

\_\_\_\_\_  
Duane Blumberg, Mayor

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
Daniel J. Hochuli, Town Attorney

\_\_\_\_\_  
Lisa Cole, CMC, Town Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_, Town Engineer

**SUBDIVIDER**

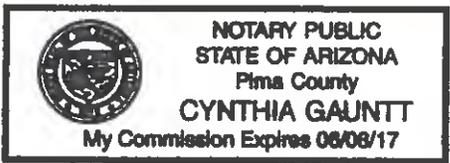
Rancho Sahuarita XX, LLC, an Arizona limited liability company

\_\_\_\_\_  
*[Handwritten Signature]*

Name: Jeremy Sharpe  
Title: Officer, Sharpe and Associates  
member, Rancho Sahuarita XX

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF PIMA            )

The foregoing instrument was acknowledged before me this 18 day of November, 2016, by Jeremy Sharpe, the Officer, Sharpe & Assoc. member, Rancho Sahuarita XX an Arizona limited liability company, on its behalf (the "Subdivider").



\_\_\_\_\_  
*Cynthia Gauntt*  
Notary Public



**EXHIBIT A**  
**Site Map and Legal Description**

**Lots 1-6 and Common Area "A" (Drainage) of THE CORNER AT RANCHO SAHUARITA, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Sequence No. \_\_\_\_\_**



**EXHIBIT B**  
**Improvements and Conditions**

**Subdivision Name:**     *The Corner at Rancho Sahuarita*

**Case No.:**             *SA 12-16-00005*

**Trust No.:**            *201608R*

The following improvements and conditions are made a part of the attached Substitute Assurance Agreement:

1. Obtaining all necessary Governmental permits;
2. Preservation of native plants, as identified on approved salvage plans;
3. Grading
  - a. Rough grading, including building sites
  - b. Structures in contract
  - c. Utility trenching in contract
  - d. Any other included items
  
4. Sanitary sewers / septic systems
5. Water distribution system
6. Other utility installations
7. Any off-site installations required
8. Any drainage not included in the grading or paving contracts
9. Paving contract:
  - a. Subgrade, if required
  - b. Base
  - c. Paving
  - d. Curb and gutter
  - e. Storm drainage not covered elsewhere
  - f. Handicap ramps
  - g. All public sidewalks
  
10. Installation of all signs and paving markings
11. Landscaping in the public right-of-way
12. Other construction items (guardrails, etc.)
13. Placement of all lot corners, standard monuments, and bench marks and records thereof
14. Field engineering: Staking, surveillance, inspections, testing, reports, as-built mylars



**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 29, 2016

**AGENDA ITEM: 9G**

**TO:** Honorable Mayor and Council  
**FROM:** Daniel J. Hochuli, Town Attorney  
**SUBJECT:** Adoption of Resolution No. 2016-0494, granting a License Agreement for right-of-way encroachment to FICO CAP Line, LLC, and Freeport-McMoRan Sierrita, Inc., Town Sahuarita Contract No. 170034, for the purpose of allowing FICO CAP Line, LLC, and Freeport-McMoRan Sierrita, Inc., access to install and maintain a water delivery pipeline located in the Town of Sahuarita’s right-of-way.



	<input type="checkbox"/> Economic Development		<input type="checkbox"/> Infrastructure		<input checked="" type="checkbox"/> Planning for Our Community’s Future
	<input type="checkbox"/> Organizational Effectiveness		<input type="checkbox"/> Quality of Life		<input type="checkbox"/> Other

**GOALS/OTHER:** • To support the water table in the Town.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted:
2. Available Budget/Project Capacity (\$): None

**STAFF RECOMMENDATION**

Staff recommends adoption of Resolution No. 2016-0494, a License Agreement between the Town and FICO CAP Line, LLC, and Freeport-McMoRan Sierrita, Inc.

**SUGGESTED MOTION**

**I move to adopt Resolution No. 2016-0494.**

**DISCUSSION**

This License Agreement gives the Licensee permission to encroach on portions of the Town’s right-of-way for the purpose of operation, maintenance, repair and alterations of a thirty-six inch water delivery pipeline in the license area.

This License is subject to the Licensee obtaining all applicable permits and approvals from the Town, Arizona State Land Department, Pima County, the University of Arizona, and any and all other necessary regulatory agencies and property owners, and at no cost to the Town.

**ATTACHMENTS**

1. Resolution No. 2016-0494





## SAHUARITA RESOLUTION NO. 2016-0494

A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, GRANTING A LICENSE AGREEMENT FOR RIGHT-OF-WAY ENCROACHMENT TO FICO CAP LINE, LLC, AND FREEPORT-MCMORAN SIERRITA, INC., TOWN OF SAHUARITA CONTRACT NO. 170034, FOR THE PURPOSE OF ALLOWING FICO CAP LINE, LLC, AND FREEPORT-MCMORAN SIERRITA, INC., ACCESS TO INSTALL AND MAINTAIN A WATER DELIVERY PIPELINE LOCATED IN THE TOWN OF SAHUARITA'S RIGHT-OF-WAY.

WHEREAS, the Town of Sahuarita (the "Town") supports development and growth in the Town; and

WHEREAS, FICO CAP LINE, LLC, and FREEPORT-MCMORAN SIERRITA, INC. have requested access to the Town's right-of-way for the sole purposes of operation, maintenance, repair and alterations of a thirty-six inch water delivery pipeline in the License Area; and

WHEREAS, the Town wishes to give FICO CAP LINE, LLC, and FREEPORT-MCMORAN SIERRITA, INC., access to the Town's right-of-way for the purposes stated above; and

WHEREAS, the Mayor and Council of the Town of Sahuarita have determined that it is in the best interest of the Town and its residents to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita.

**Section 1.** The Town of Sahuarita agrees to grant a right-of-way encroachment by the execution of the License Agreement between the Town and FICO CAP LINE, LLC, and FREEPORT-MCMORAN SIERRITA, INC., Town of Sahuarita Contract No. 170034, for the sole purposes of operation, maintenance, repair and alterations of a thirty-six inch water deliver pipeline in the license area, which

Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2.** The Mayor is authorized to sign said Agreement on behalf of the Town of Sahuarita.

**Section 3.** The various town officers and employees are authorized and directed to perform all necessary acts necessary to give effect to this resolution.

**Section 4.** All ordinances, resolutions or motions and parts of ordinances, resolutions or motions of the council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the Town of Sahuarita, Pima County, Arizona, this 12<sup>th</sup> day of December, 2016.

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Mayor

APPROVED AS TO FORM:

ATTEST:

---

Daniel J. Hochuli  
Town Attorney

---

Lisa Cole, MMC  
Town Clerk

Exhibit "A"

*License Agreement between the Town and FICO CAP Line, LLC, and FREEPORT-MCMORAN  
SIERRITA, INC.,  
Town of Sahuarita Contract No. 170034*



**WHEN RECORDED, RETURN TO:**

Town Clerk  
Town of Sahuarita  
375 W. Sahuarita Center Way  
Sahuarita, Arizona 85629

**TOWN OF SAHUARITA**  
**LICENSE**  
FOR RIGHT-OF-WAY ENCROACHMENT

THIS LICENSE FOR RIGHT-OF-WAY ENCROACHMENT (this "License") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") between the TOWN OF SAHUARITA, an Arizona municipal corporation, ("Town"), and FICO CAP LINE, LLC, an Arizona limited liability company, and FREEPORT-MCMORAN SIERRITA, INC., a Delaware corporation (collectively, as "Licensee") (each a "Party" and collectively the "Parties"). The Parties agree as follows:

1. GRANT OF PERMISSION. In consideration of the covenants and agreements contained herein and Licensee's payment of any applicable License fee, Town hereby grants to Licensee a non-exclusive License, giving Licensee permission, revocable and terminable as provided herein, to encroach on portions of the Town's right-of-way for the purposes set forth herein.
2. TERM. This License shall remain in effect until terminated or canceled as set forth in Section 3 below.
3. TERMINATION. This License may be terminated at any time during the Term by (i) the Licensee, by providing written notice to the Town, or (ii) by the Town upon 365 days' written notice to the Licensee. The termination will become effective upon the recordation of a termination statement, and the Town shall reimburse the prorated amount of the License Fee. Notwithstanding the above, the Town will not terminate the License as provided in this Section 3 for any portion of the License Area that lies within the right-of-way for Pima Mine Road prior to December 31, 2031.
4. LICENSE AREA. The area included in this License is the area set forth on the legal description and map attached hereto as Exhibit A and incorporated herein (the "License Area").
5. PURPOSE OF LICENSE. This License is granted by the Town to the Licensee solely for the operation, maintenance, repair and alterations of a thirty-six inch water delivery pipeline (the "Improvements") in the License Area (the "Licensed Purposes").
6. RISK OF DAMAGE. Licensee acknowledges and agrees that, except to the extent caused by the negligence or willful misconduct of the Town, its agents, contractors or employees, Licensee shall accept the risk of damage to the Improvements located within the License Area from any cause and, except to the extent resulting from the negligence or willful

misconduct of the Town, its agents, contractors or employees, the Town shall have no liability for damage to the Improvements.

7. MAINTENANCE, REPAIR AND ALTERATIONS. Following the initial construction and installation of the Improvements, maintenance, repairs, and alterations to the Improvements are permissible, so long as the Licensee has obtained prior approval from the Town, including obtaining all applicable permits as provided in Paragraph 12 of this License; provided, however, that if any maintenance or repairs are required to be performed immediately as a result of exigent circumstances in order to avoid injury or damage to persons or property ("Emergency Repairs"), then Licensee may perform such emergency maintenance and repairs without the requirement that it must first obtain any applicable permits, and shall thereafter contact the Town as soon as possible to obtain the necessary permits. Any modifications, repairs or alterations to the Improvements shall be constructed in accordance with Approved Design Plans. Licensee shall be responsible for maintaining and immediately repairing or replacing, to original condition, the Improvements at Licensee's sole cost and expense. In the event that any public infrastructure or landscaping is damaged by Licensee, its employees, contractors, agents or representatives, which results directly or indirectly from its operations within the License Area, then Licensee shall promptly restore such public infrastructure or landscaping to its condition which existed immediately prior to the occurrence of such damage.
8. PRIVILEGE ASSIGNABLE. Licensee's privileges hereunder are assignable only upon the prior written approval of Town which approval will not be unreasonably withheld, conditioned or delayed. The Town's written approval subjects assignee to the same benefits and requirements as Licensee. Notwithstanding any provision in this License to the contrary, Licensee shall have the right to assign this License to any parent, subsidiary, Affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under the common control with Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee that are subject to this License.
9. INDEMNITY AND HOLD HARMLESS. All costs associated with the License Purposes shall be the sole responsibility and expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the License Area or to any person while using the License Area caused by or arising out of the exercise of this License. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless the Town, its elected officials, officers, departments, officials, employees, agents, volunteers, successors, and assigns ("Indemnified Group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claims adjusting and handling expenses) relating to, arising out of, resulting from or alleged to have resulted from the Licensee's acts, errors, mistakes or omissions relating to any action or inaction arising from the exercise of Licensee's rights, duties or obligations under this License, including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of the rights and obligations set forth in this License by anyone directly or indirectly employed by or contracting with the Licensee, or any person for whose acts and liabilities are the obligation of the Licensee (collectively, "Claims"). If any Claim is brought against the Indemnified Group, Licensee shall have a duty, at its sole cost and expense, to resist or defend such Claim on behalf of the Indemnified Group, but only to the extent that such Claims result in vicarious/derivative liability to the Town and are caused by the act, omission, negligence, misconduct or other fault of the Licensee, its officers, officials,

agents, employees or volunteers, provided, however, that the Licensee shall have no obligation to indemnify the Indemnified Group for the Indemnified Group's own negligence or willful misconduct. Insurance provisions set forth in this License are separate and independent from the indemnity provisions of this License, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude, or enforcement of the other provisions. The indemnity provisions of this License shall survive the termination of this License.

10. INSURANCE. Prior to any use of the License Area, Licensee shall, at Licensee's sole cost, obtain a \$2,000,000 commercial general liability insurance policy naming the Town as Additional Insured to cover the Improvements and License Purposes within the License Area. Town reserves the right to require additional insurance at Town's sole discretion. The policy shall be maintained throughout the Term of this License by the Licensee or Licensee's assignees. If such insurance lapses and a replacement policy or policies is not obtained within 10 days following receipt of written notice from the Town, the Town may pursue any remedy at law or in equity, including but not limited to termination of this License. In no event, however, shall Licensee enter onto the License Area for the purpose of performing any maintenance, repairs or replacements of the Improvements unless such commercial general liability insurance policy is in place. A certificate of insurance shall be supplied to the Town Manager on an annual basis with the stipulation that the insurance company shall notify Town in writing of any intent to cancel the insurance policy. This notification to the Town shall be required no less than thirty days prior to cancellation of the insurance policy and shall be provided to the Town Manager. Prior to cancellation of the insurance policy, Licensee shall remove all Improvements as provided in Paragraph 17 of this License.
11. ANNUAL LICENSE FEE. For the Term of this License as provided in Paragraph 2, Licensee shall pay an annual license fee to Town in the amount of \$1,780.67, as consideration for Licensee's use of the License Area (the "License Fee"). The License Fee shall be due upon execution of this License and on each anniversary of the Effective Date of this License. In the event the Licensee fails to pay the License Fee to the Town within 30 days following receipt of written notice from the Town that such fee remains due and payable, the Town may pursue any remedy at law or in equity, including but not limited to termination of this License.
12. PERMITS. This License is not a right-of-way use permit. Following the granting of this License by Town, Licensee shall obtain all applicable permits, which may include a Right-of-Way Use Permit, a Town Use Permit, Building Permit or Floodplain Use Permit. Licensee shall construct any of the Improvements which are to be constructed within the License Area in accordance with design plans that have been approved by the Town (the "Approved Design Plans").
13. COMPLIANCE WITH HIGHWAY SAFETY. Construction of the Improvements shall not interfere with the safety of the traveling public or the authorized public use of right-of-way, and may not otherwise interfere with the general health, safety and welfare of the citizens of the Town of Sahuarita. Once constructed, the Improvements shall be operated, maintained and repaired by Licensee, at Licensee's sole cost, so as not to interfere with the safe sight distance or safe travel along the right-of-way. Licensee, its contractors and subcontractors are responsible for obtaining Town approval of a traffic control plan a minimum of three working days prior to commencing construction and/or maintenance activities and shall maintain the work zone in conformance with the approved traffic control plan. In the event of Emergency Repairs, Licensee will still prepare and follow a traffic control plan, which

will be submitted to the Town with the permit and other documents submitted to the Town following an Emergency Repair as provided in Paragraph 7 of this License

14. UNDERGROUND FACILITIES. If Improvements include any underground facilities, Licensee shall maintain a membership with Arizona Blue Stake, Inc., or its successors or assigns, throughout the Term of this License.
15. LICENSEE HAS NO INTEREST OR ESTATE. Licensee agrees that, except to the extent expressly provided by this License, it has no claim, interest, or estate at any time in the License Area by virtue of this License or its use hereunder. Upon the expiration, termination or revocation of this License, and removal of all of the Improvements constructed and installed by Licensee as provided in Paragraph 17 of this License, Licensee shall have no right of entry upon the License Area.
16. RELOCATION OF IMPROVEMENTS. Upon demand by Licensor for any governmental purpose, including without limitation Town's construction of a road widening or other capital project that conflicts with or otherwise affects the Improvements, Licensee shall, at its sole cost, either (i) relocate the affected portion of the Improvements to another location and modify the License Area as necessary, or (ii) completely remove everything maintained by Licensee in the portion of the License Area affected by the capital project.
17. REMOVAL OF IMPROVEMENTS. Subject to the provisions of Paragraph 10 (Insurance) of this License, upon the expiration, termination or revocation of this License for any reason or in the event partial or total removal of the Improvements is required by Town, Licensee shall promptly remove all or part of the Improvements as required by Town at Licensee's sole expense and to the satisfaction of Town within 180 days of the expiration, termination or revocation date of this License. Licensee shall restore the License Area to its condition which existed immediately prior to the installation of the Improvement, or as may be mutually agreed upon by the parties in writing. Licensee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the Improvements from the Town. In the event the Improvements are not promptly removed by Licensee as directed by Town, Town shall have the right, but not the obligation, to remove the Improvements and Licensee hereby agrees to reimburse the total amount of Town's actual costs incurred for the partial or complete removal of the Improvements within 60 days of receipt of an invoice from Town for said costs. In the event Licensee fails to reimburse Town for the costs of removal of the Improvements within the 60 day period, Town shall be entitled to bring legal action against Licensee for collection of the costs, and Town shall be entitled to Town's reasonable costs and attorneys' fees and interest at the rate established by A.R.S. § 44-1201(A), occurring from the date the costs are incurred. Notwithstanding the foregoing, Licensee hereby grants to Town a right of first refusal to acquire title to the Improvements from Licensee located with the License Area. Upon Licensee's removal of the Improvements, the Licensee shall no longer be obligated to pay the License Fee.
18. ABANDONMENT OF IMPROVEMENTS. In lieu of removing underground Improvements as provided in Paragraph 17 of this License, they may be abandoned upon obtaining the written approval of the Town, as provided in this Paragraph. Underground Improvements may be considered for abandonment (i) if the Improvements are located within a joint utility trench and lie directly beneath an active utility in which removal would compromise the integrity of the other facility, (ii) if removal would compromise Town infrastructure, (iii) if removal would be more destructive to public rights-of-way than desirable, or (iv) if removal would create a threat to public safety. Licensee shall maintain and make available to the

Town complete and accurate location records of abandoned Improvements. Abandonment shall be in accordance with the Town's specifications and requirements. Open vessels less than 3-inches in diameter shall be cut and the ends plugged solid. Open vessels 3-inches and greater in diameter shall be grouted solid using flowable, low density, or grout fill, where said vessels are located beneath existing or future public improvements. Licensee shall be responsible for all costs associated with the abandonment of Improvements. Damages incurred by the Town attributed to abandoned Improvements shall be borne by the Licensee. The Town will invoice the Licensee for damages including an administrative surcharge of 15 percent of the total cost of the damages. Payment for damages shall be made within 30 calendar days of the invoice. No right-of-way permits will be issued to the Licensee until the invoiced amount is paid in full.

19. TIME OF ESSENCE AND MERGER; COUNTERPART SIGNATURES. Time is of the essence of this License. This License, which may be executed in counterpart, constitutes the entire agreement between the parties hereto pertaining to the subject matters of this License. All prior or contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this License constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the Effective Date of this License, between the parties.
20. E-VERIFY REQUIREMENTS; RECORDS AND AUDIT RIGHTS. To the extent applicable under A.R.S. § 41-4401, Licensee and its contractors and subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Licensee and its contractors and subcontractors who perform any work or services related to the Improvements located within the License Area under this License shall permit the Town a limited right to inspect and/or audit their books, records, correspondence, accounting procedures and practices, and any other supporting evidence strictly and solely relating to compliance with the provisions of this Paragraph 20, as such compliance relates to the Improvements, during normal working hours in order to ensure that the Licensee and its contractors and subcontractors are complying with the provisions of this Paragraph 20 (all the foregoing hereinafter referred to as "Records"). Only to the extent necessary for the Town to audit Records as set forth in this Paragraph, Licensee and its contractors and subcontractors hereby waive any rights to keep such Records confidential. The Town shall have access to said Records, even if located at subcontractors' facilities, from the Effective Date of this License for the duration of the work and until 3 years after the date of final payment. Licensee and its contractors and subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Paragraph 20. The Town shall give Licensee or its contractors and/or subcontractors reasonable advance notice of intended audits. Licensee shall require its contractors and subcontractors to comply with the provisions of this Paragraph 20 by insertion of the requirements hereof in any contract pursuant to this License. This Paragraph 20 does not provide the Town with any other rights of inspection or audit other than those expressly provided under this Paragraph 20 as required under applicable and enforceable state and federal immigration laws.
21. AMENDMENT. Any amendment to this License shall be in writing and signed by the parties.
22. NO THIRD PARTY BENEFICIARY. This License shall not create any third party beneficiary rights to any person or entity who is not a party to this License, including any lender to the

Licensee, unless expressly provided to the contrary in this License (and then only to the extent so provided).

- 23. CONFLICT OF INTEREST. This License is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town for certain conflicts of interest.
- 24. DEFAULT AND REMEDIES. In the event Town alleges Licensee is in default under any provision of this License, Licensee shall not be deemed in default until Licensee fails to perform or comply with any provision of this License and such failure continues for 60 days after the receipt of written notice of default from Town; provided, however, that with respect to any such failure which is of such nature that although curable, it cannot, with due diligence and adequate resources, be cured within 60 days, a default shall not be deemed to exist if Licensee commences curing such failure within the 60 day period and thereafter proceeds with reasonable diligence and action to complete curing such failure, but in no event more than 12 months from the date of the written notice.

IN WITNESS WHEREOF, the parties hereto have executed this License to be effective as of the Effective Date herein.

**LICENSEE:**

FICO CAP LINE, LLC, an Arizona limited liability company

By:

*Richard S. Walden*

Title:

*President / Member*

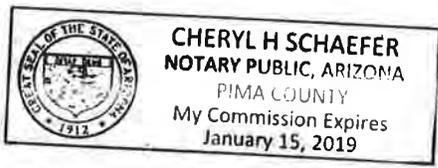
Date:

*11/28/2016*

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

This instrument was acknowledged before me this 28 day of November, 2016, by Richard S. Walden, as PRESIDENT / MEMBER of FICO CAP LINE, LLC, an Arizona limited liability company (Licensee).

*[Signature]*  
Notary Public



**LICENSEE:**

FREEPORT-MCMORAN SIERRITA, INC., a  
Delaware corporation

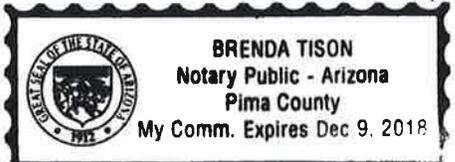
By: David Rhoades

Title: PRESIDENT + GENERAL MANAGER

Date: 11/30/2016

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA        )

This instrument was acknowledged before me this 30 day of November 2016, by  
David Rhoades as PTGM of  
FREEPORT-MCMORAN SIERRITA, INC., a Delaware corporation (Licensee).



Brenda Tison  
Notary Public

**TOWN OF SAHUARITA, ARIZONA**

\_\_\_\_\_  
Mayor Duane Blumberg

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lisa Cole, MC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel J. Hochuli, Town Attorney

**EXHIBIT "A"**

[Description and Depiction of License Area]

See following page(s).





## Legal Description Pipeline Exhibit 1

Job No. 15-273

November 22, 2016

A portion of the North Half of Section 35, the North Half of Section 36, Township 16 South, Range 13 East and the Northwest Quarter of Section 31, Township 16 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as a strip of land 15 feet in width, being 7.5 feet on each side of the following described centerline

COMMENCING at a 3 ½ inch GLO brass cap at the Northwest corner of said Section 31, from which a 1 ½ inch LCP at the North Quarter Corner of said Section 31 bears North 89 degrees 40 minutes 26 seconds East (basis of bearing for this legal description) at a distance of 2536.00 feet; thence North 89 degrees 40 minutes 26 seconds East, along the north line of said Northwest Quarter, 2536.00 feet; thence departing said north line South 0 degrees 19 minutes 34 seconds East, 107.14 feet to a point on the south right of way control line of Pima Mine Road; thence South 89 degrees 07 minutes 26 seconds West, along said south right of way line, 1694.65 feet to the POINT OF BEGINNING;

thence departing said south line, North 0 degrees 19 minutes 34 seconds West, 95.41 feet;

thence South 89 degrees 40 minutes 26 seconds West, 841.39 feet;

thence South 89 degrees 09 minutes 06 seconds West, 449.03 feet;

thence South 89 degrees 07 minutes 58 seconds West, 417.68 feet;

thence South 69 degrees 39 minutes 26 seconds West, 17.24 feet;

thence South 89 degrees 08 minutes 33 seconds West, 224.52 feet;

thence North 71 degrees 18 minutes 44 seconds West, 17.19 feet;

thence South 89 degrees 08 minutes 26 seconds West, 407.78;

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thence South 89 degrees 08 minutes 14 seconds West, 675.16 feet;

thence South 66 degrees 38 minutes 14 seconds West, 51.74 feet;

thence South 89 degrees 08 minutes 07 seconds West, 506.56 feet;

thence South 89 degrees 43 minutes 41 seconds West, 960.05 feet;

thence South 89 degrees 31 minutes 38 seconds West, 2100.63 feet;

thence South 67 degrees 39 minutes 29 seconds West, 56.18 feet;

thence North 89 degrees 50 minutes 31 seconds West, 573.00 feet;

thence South 89 degrees 47 minutes 24 seconds West, 2541.58 feet;

thence South 89 degrees 14 minutes 47 seconds West, 261.32 feet;

thence North 68 degrees 15 minutes 13 seconds West, 64.44 feet;

thence South 89 degrees 14 minutes 47 seconds West, 500.00 feet;

thence South 66 degrees 44 minutes 47 seconds West, 64.44 feet;

thence South 89 degrees 14 minutes 47 seconds West, 192.97 feet;

thence South 0 degrees 45 minutes 13 seconds East, 40.50 feet to a point on the South Right-of-Way line of pima Mine Road and also being the POINT OF TERMINUS;

The side lines of said 15 foot wide strip are to be extended or shortened to begin at the aforesaid south right of way line, intersect at all angle points and terminate the aforesaid south right of way line.



This legal description was prepared from survey information provided by others and was not verified in the field.



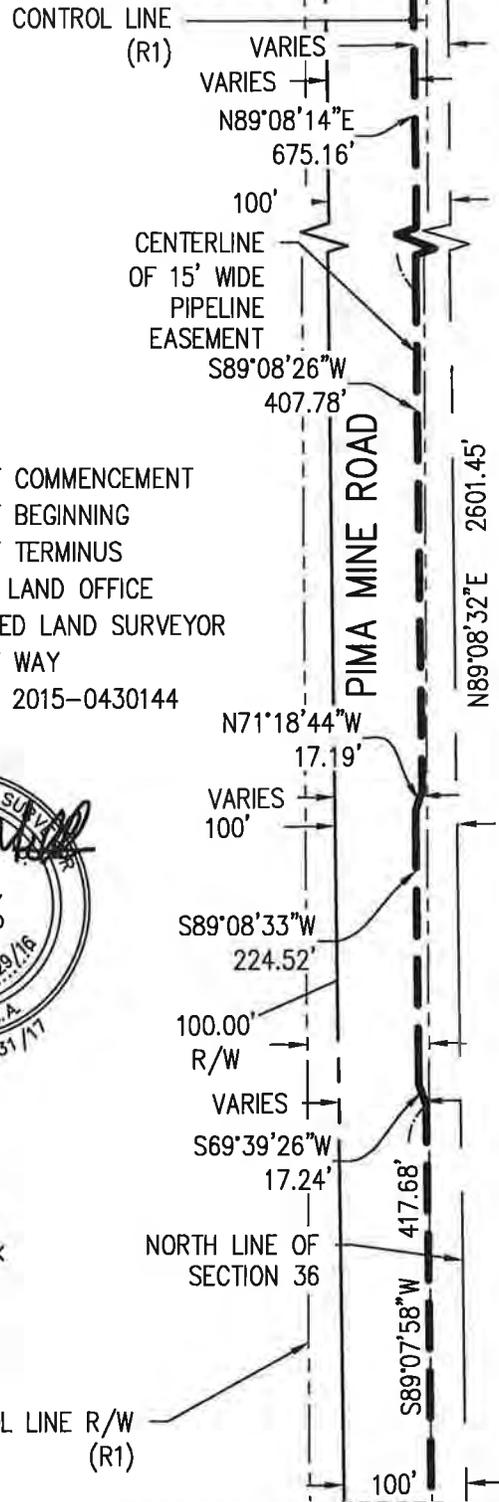
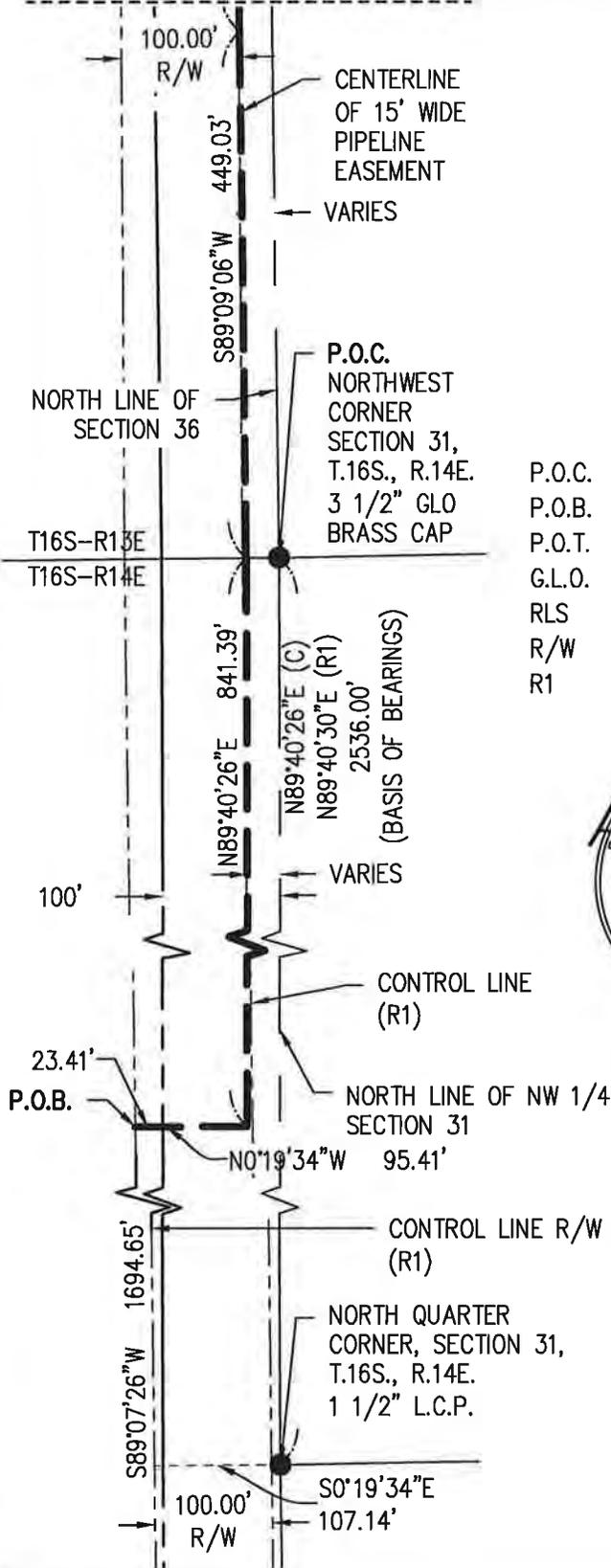


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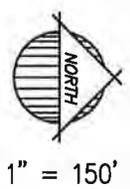
15-237

MATCH LINE LOWER RIGHT

MATCH LINE SHEET 2



P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINUS  
 G.L.O. GENERAL LAND OFFICE  
 RLS REGISTERED LAND SURVEYOR  
 R/W RIGHT OF WAY  
 R1 DOC. NO. 2015-0430144



1" = 150'

CONTROL LINE R/W (R1)

MATCH LINE UPPER LEFT

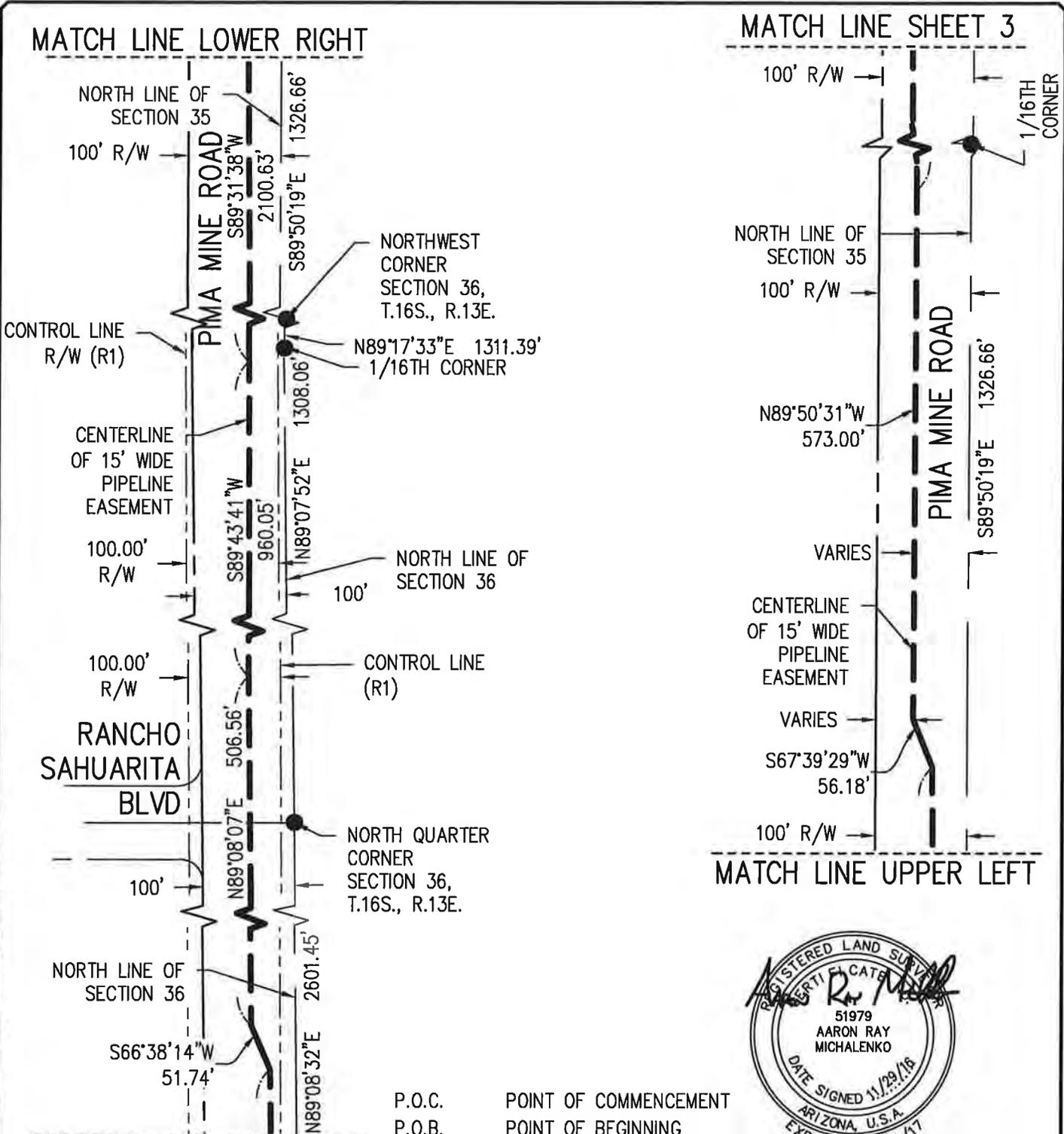
FICO PIPELINE EASEMENT EXHIBIT 1

SHEET 1 OF 3



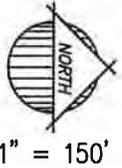
2045 S. Vineyard Ave.  
 Ste. 101 Mesa, AZ 85210  
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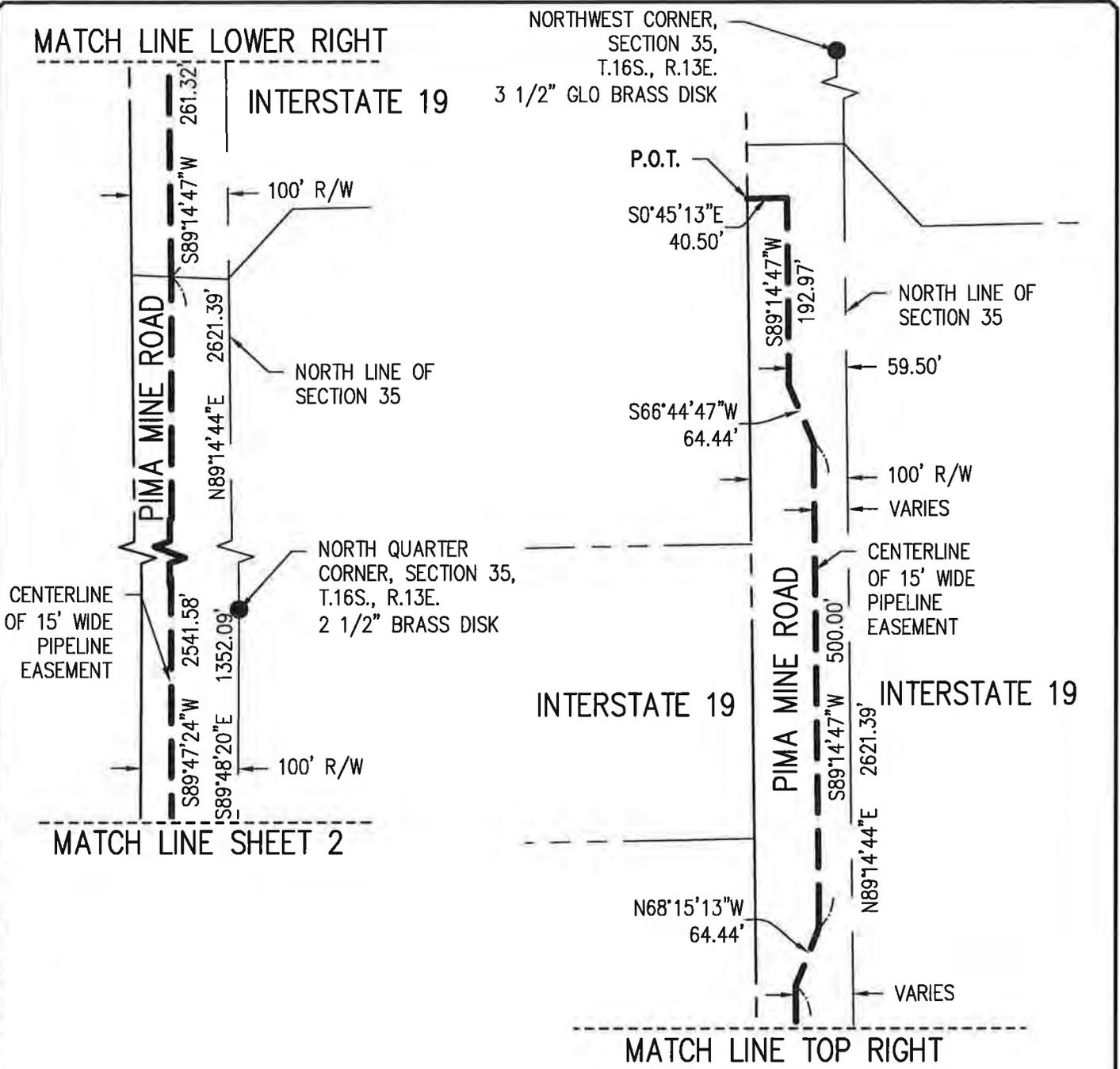
MATCH LINE SHEET 1

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- G.L.O. GENERAL LAND OFFICE
- RLS REGISTERED LAND SURVEYOR
- R/W RIGHT OF WAY
- R1 DOC. NO. 2015-0430144

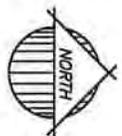


1" = 150'

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- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- G.L.O. GENERAL LAND OFFICE
- RLS REGISTERED LAND SURVEYOR
- R/W RIGHT OF WAY
- R1 DOC. NO. 2015-0430144



1" = 150'

15-237

FICO PIPELINE EASEMENT EXHIBIT 1

SHEET 3 OF 3

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## Legal Description Pipeline Exhibit 2

Job No. 15-273

November 9, 2016

A portion of the West Half of Section 7, Township 17 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as a strip of land 15 feet in width, being 7.5 feet on each side of the following described centerline

COMMENCING at a 2" brass cap in concrete stamped RLS 46278 at the Southwest corner of said Section 7, from which a 2" brass cap in concrete stamped RLS 46278 at the South Quarter Corner of said Section 7 bears South 89 degrees 47 Minutes 59 Seconds East (basis of bearing for this legal description) at a distance of 2525.22 feet; thence South 89 degrees 47 minutes 59 seconds East, along the south line of the Southwest Quarter of said Section 7, 1671.86 feet; thence North 0 degrees 12 minutes 01 seconds East, 2610.69 feet to the southeast right of way line of Nogales Highway, said point being the POINT OF BEGINNING;

thence North 40 degrees 53 minutes 22 seconds West, 167.54 feet to the northwest right of way of Nogales Highway, said point being the POINT OF TERMINUS;

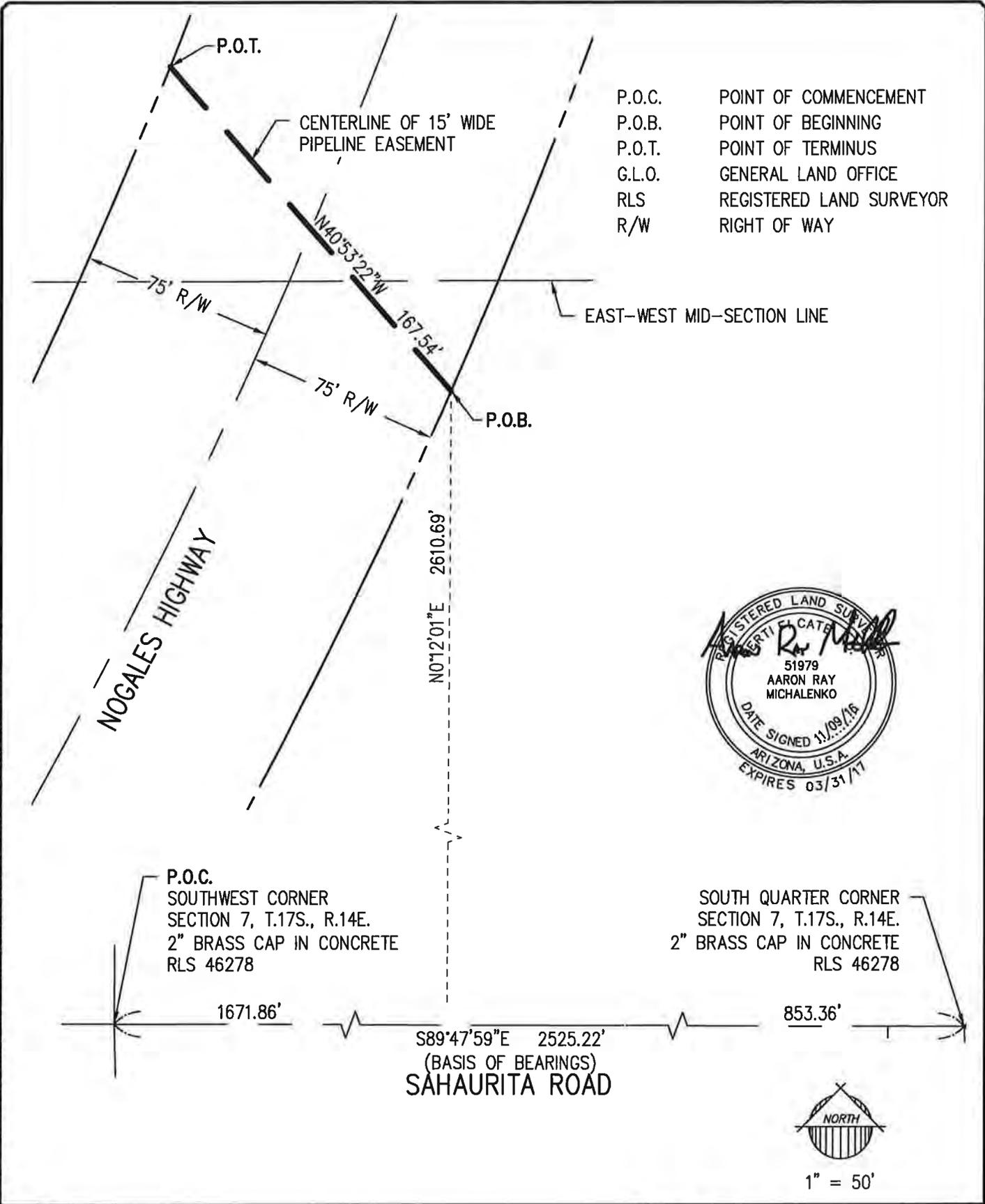
The side lines of said 15 foot wide strip are to be extended or shortened to begin at the aforesaid southeast right of way line and terminate the aforesaid northwest right of way line.

This legal description was prepared from survey information provided by others and was not verified in the field.

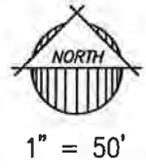
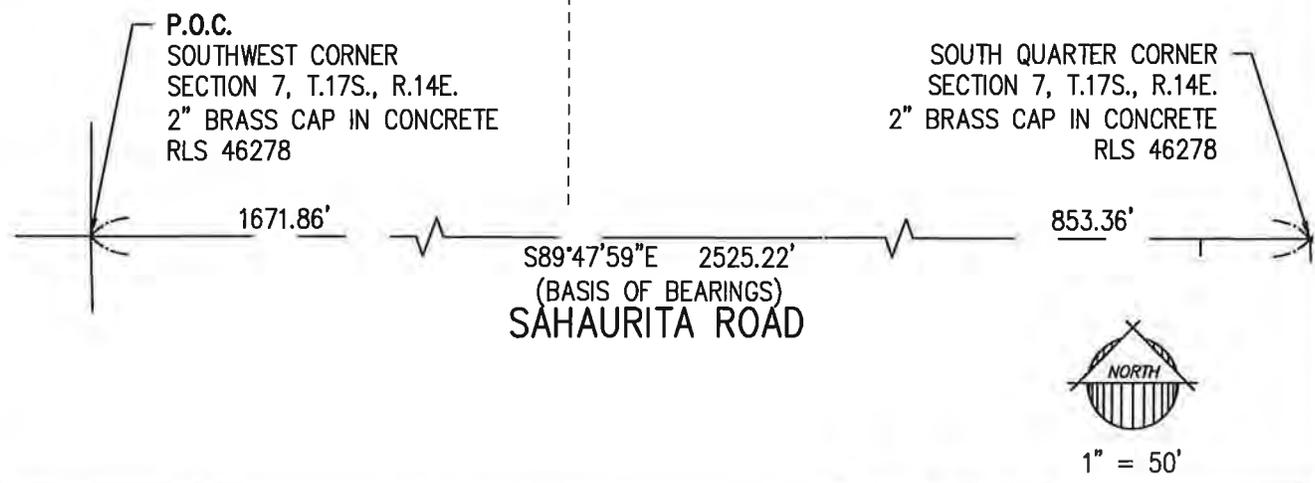




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P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINUS  
 G.L.O. GENERAL LAND OFFICE  
 RLS REGISTERED LAND SURVEYOR  
 R/W RIGHT OF WAY



15-273

### FICO PIPELINE EASEMENT EXHIBIT 2

SHEET 1 OF 1



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## Legal Description Pipeline Exhibit 3

Job No. 15-273

November 9, 2016

A portion of the Southwest Quarter of Section 7, Township 17 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as a strip of land 15 feet in width, being 7.5 feet on each side of the following described centerline

COMMENCING at a 2" brass cap in concrete stamped RLS 46278 at the Southwest corner of said Section 7, from which a 2" brass cap in concrete stamped RLS 46278 at the South Quarter Corner of said Section 7 bears South 89 degrees 47 Minutes 59 Seconds East (basis of bearing for this legal description) at a distance of 2525.22 feet; thence South 89 degrees 47 minutes 59 seconds East, along the south line of said Southwest Quarter, 125.57 feet to a point on the west right of way line of Nogales Highway; thence North 0 degrees 12 minutes 01 seconds East, along said west right of way line, 76.78 feet to the POINT OF BEGINNING;

thence North 89 degrees 59 minutes 45 seconds East, 150.00 feet to a point on the east right of way of Nogales Highway, said point being the POINT OF TERMINUS;

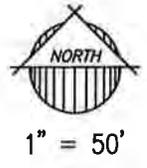
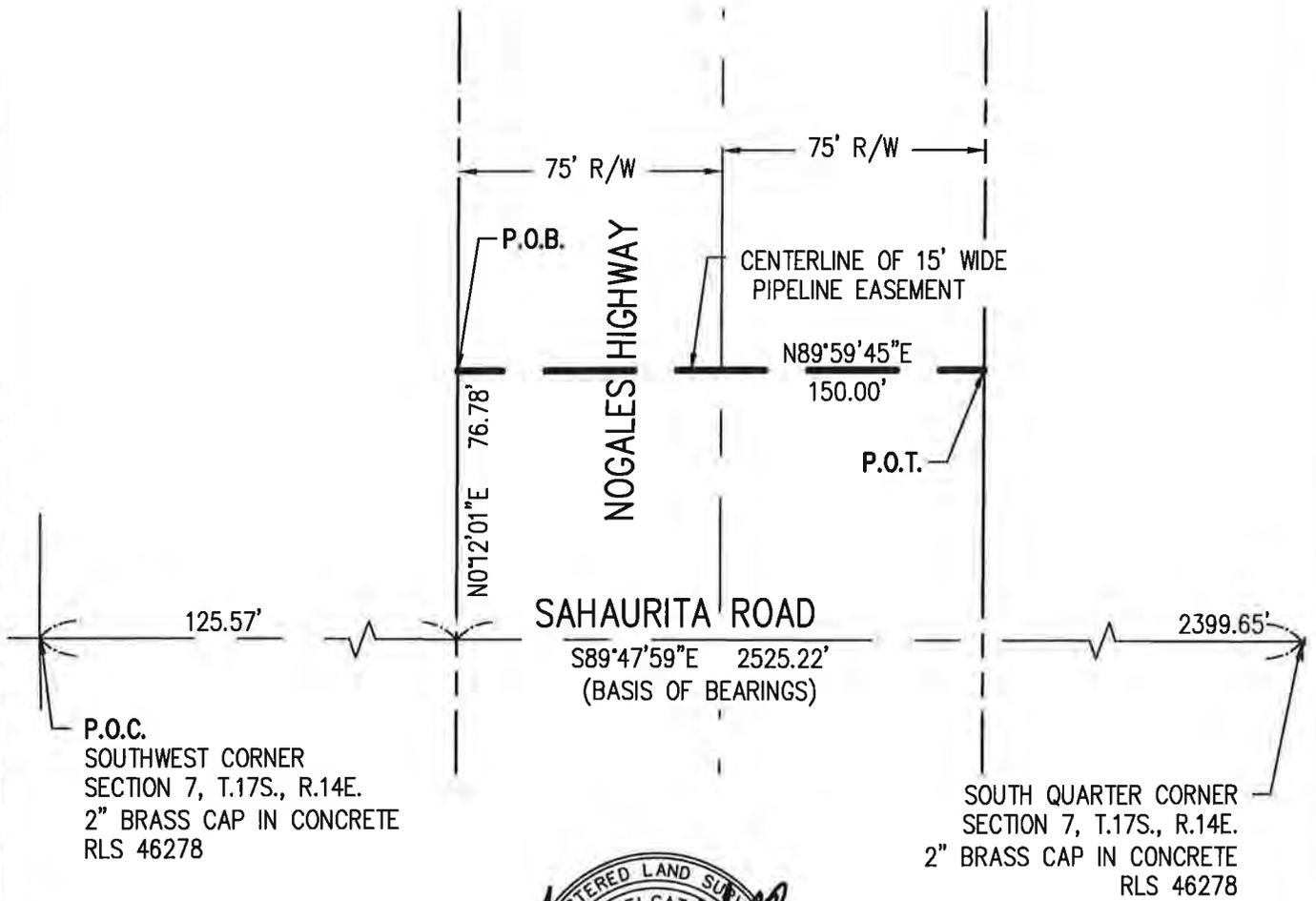
The side lines of said 15 foot wide strip are to be extended or shortened to begin at the aforesaid southeast right of way line and terminate the aforesaid northwest right of way line.

This legal description was prepared from survey information provided by others and was not verified in the field.





P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINUS  
 G.L.O. GENERAL LAND OFFICE  
 RLS REGISTERED LAND SURVEYOR  
 R/W RIGHT OF WAY



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## Legal Description Pipeline Exhibit 4

Job No. 15-273

November 9, 2016

A portion of the Southwest Quarter of Section 18, Township 17 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as a strip of land 15 feet in width, being 7.5 feet on each side of the following described centerline

COMMENCING at a 2" brass cap in concrete stamped RLS 46278 at the Northwest corner of said Section 18, from which a 2" brass cap in concrete stamped RLS 46278 at the North Quarter Corner of said Section 18 bears South 89 degrees 47 Minutes 59 Seconds East (basis of bearing for this legal description) at a distance of 2525.22 feet; thence South 89 degrees 47 minutes 59 seconds East, along the north line of the Northwest Quarter of said Section 18, 1219.27 feet; thence South 0 degrees 12 minutes 01 seconds West, 3743.06 feet to a point on the northeast right of way line of Nogales Highway, said point being the POINT OF BEGINNING;

thence South 26 degrees 54 minutes 36 seconds West, 184.24 feet to a point on the southwest right of way line of Nogales Highway, said point being the POINT OF TERMINUS;

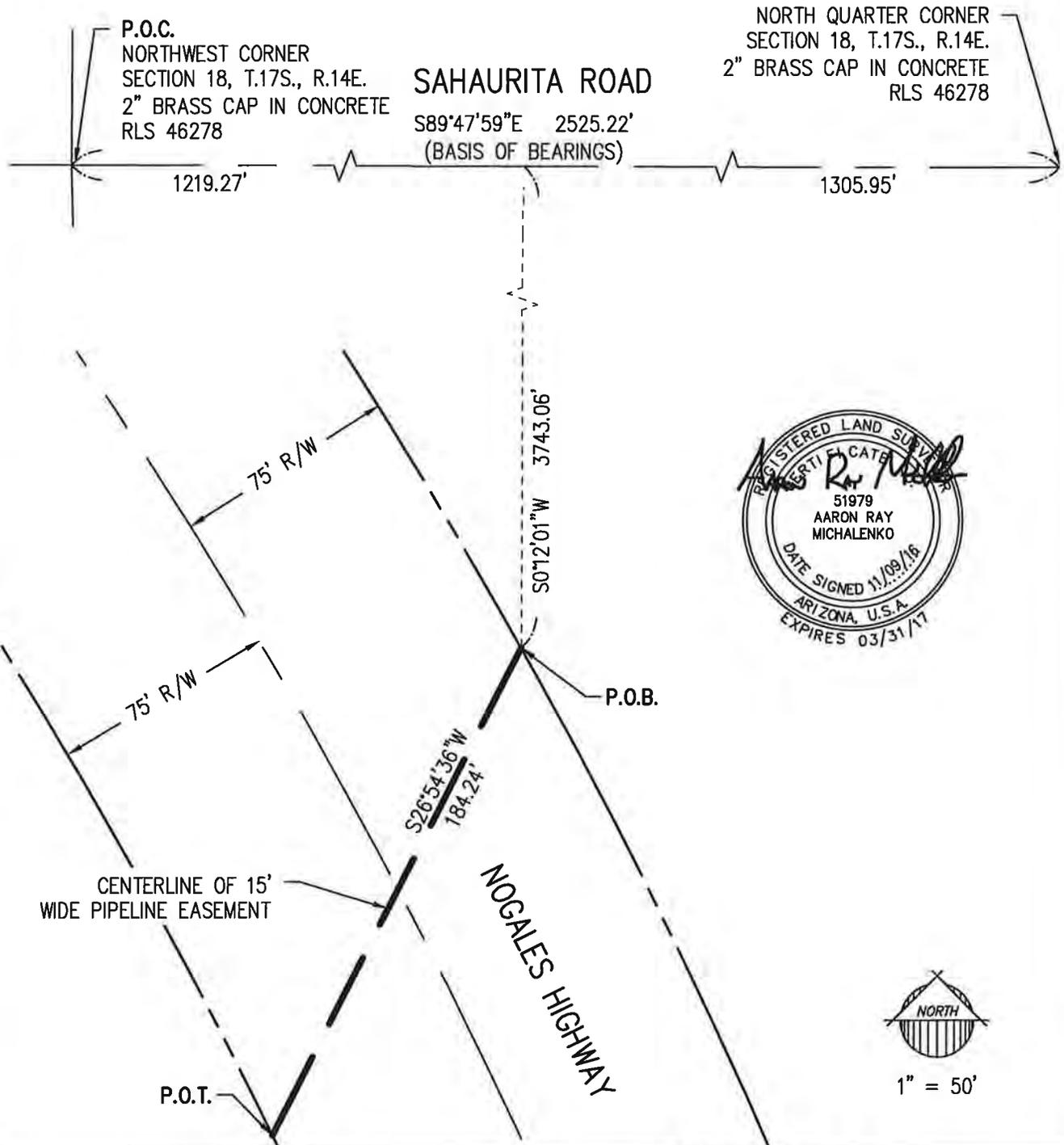
The side lines of said 15 foot wide strip are to be extended or shortened to begin at the aforesaid southeast right of way line and terminate the aforesaid northwest right of way line.

This legal description was prepared from survey information provided by others and was not verified in the field.





P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINUS  
 G.L.O. GENERAL LAND OFFICE  
 RLS REGISTERED LAND SURVEYOR  
 R/W RIGHT OF WAY



1" = 50'

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15-273

FICO PIPELINE EASEMENT EXHIBIT 4

SHEET 1 OF 1



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## Legal Description Pipeline Exhibit 5

Job No. 15-273

November 9, 2016

A portion of the Southeast Quarter of Section 7, Township 17 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as a strip of land 15 feet in width, being 7.5 feet on each side of the following described centerline

COMMENCING at a 2" brass cap in concrete stamped RLS 46278 at the Southeast corner of said Section 7, from which a 2" brass cap in concrete stamped RLS 46278 at the South Quarter Corner of said Section 7 bears North 89 degrees 47 Minutes 11 seconds West (basis of bearing for this legal description) at a distance of 2639.70 feet; thence North 89 degrees 47 minutes 11 seconds East, along the south line of said Southeast Quarter, 1319.85 feet; thence North 0 degrees 12 minutes 49 seconds East, 53.00 feet to a point on the north line of the south 53.00 feet, said point being the POINT OF BEGINNING;

thence North 89 degrees 47 minutes 11 seconds West, along said north line, 1319.86 feet to a point on the North-South Midsection Line of said Section 7, said point being the POINT OF TERMINUS;

The side lines of said 15 foot wide strip are to be extended or shortened to begin at the aforesaid southeast right of way line and terminate the aforesaid northwest right of way line.

This legal description was prepared from survey information provided by others and was not verified in the field.



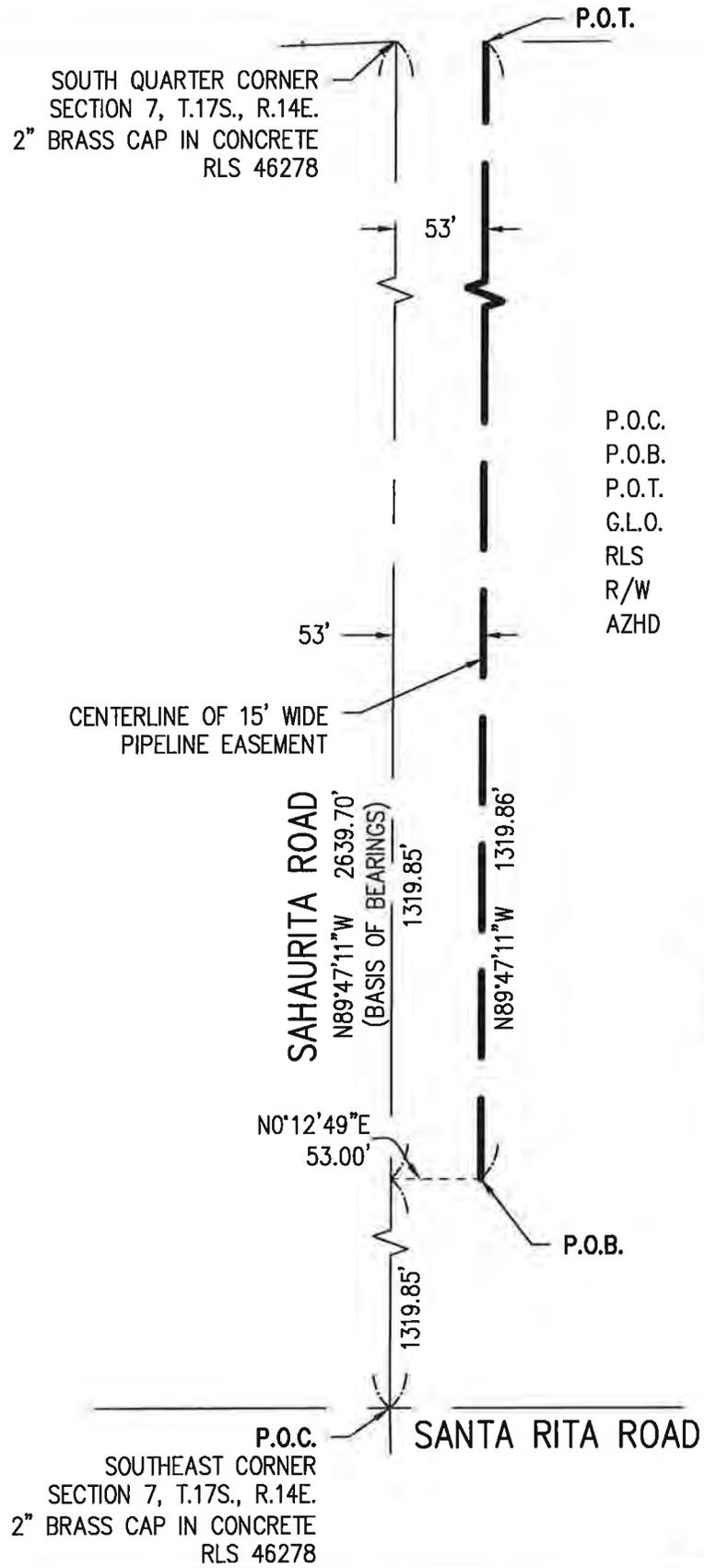
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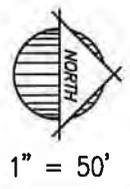


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15-273



- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- G.L.O. GENERAL LAND OFFICE
- RLS REGISTERED LAND SURVEYOR
- R/W RIGHT OF WAY
- AZHD ARIZONA HIGHWAY DEPARTMENT



1" = 50'

### FICO PIPELINE EASEMENT EXHIBIT 5

SHEET 1 OF 1



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**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 28, 2016

**AGENDA ITEM: 10**

**TO:** Honorable Mayor and Council  
**FROM:** Lisa Cole, MMC, Town Clerk  
**SUBJECT:** Discussion and possible appointment to fill an existing vacancy on the Town of Sahuarita Planning and Zoning Commission.

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input checked="" type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input checked="" type="checkbox"/> Other

**GOALS/OTHER:** Town Code authorizes the Town Council to appoint members to Town Boards and Commissions.

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted: Not Applicable
2. Available Budget/Project Capacity (\$): Not Applicable

**STAFF RECOMMENDATION**

The pleasure of the Town Council.

**SUGGESTED MOTION**

**Vice Mayor Bracco: I move to appoint John D. Backer, Jr. to the Planning and Zoning Commission to fill an unexpired term ending June 30, 2020.**

**DISCUSSION**

Sahuarita Town Code Section 2.115.020 stipulates each council member shall nominate one person to serve on standing boards, committees, and commissions, and the council shall, by majority vote, approve or disapprove the nominee.

Due to the resignation of Lee Cornelison on November 6, 2016, there is a vacancy on the Planning and Zoning Commission. The vacancy is to be nominated for appointment by Vice Mayor Bracco.

Vice Mayor Bill Bracco has nominated John D. Backer, Jr. to the Planning and Zoning Commission. If appointed, the term of Mr. Backer will expire June 30, 2020.

**ATTACHMENTS**

1. Application for Town Boards and Commissions form from Mr. John D. Backer, Jr.





# TOWN OF SAHUARITA

## APPLICATION FOR TOWN BOARDS & COMMISSIONS

Dear Citizen:

Thank you for your interest in offering your services to the Town of Sahuarita. Completion of this form will allow the Town to effectively use your volunteer skills. Please return the completed form to the Town Clerk's Office at 375 West Sahuarita Center Way, Sahuarita, Arizona 85629.

Name (please print): John D Backer Jr

Physical Address: 995 E Mt Shibell Drive, Sahuarita, AZ 85629

Mailing Address: 995 E Mt Shibell Drive, Sahuarita, AZ 85629

Telephone (day): 520-302-5397 (evening): 520-302-5397

Email: backer.john@gmail.com

Number of years living in Sahuarita 9.5 Are you 18 years of age or older? Yes

\*Do you live in the incorporated boundaries of Sahuarita? Yes

Employer: IBM How long: 7 years

Please list community, civic, professional, social, educational, cultural or athletic organizations you have been affiliated with: length of time; any office held; and any noteworthy achievements in those organizations:

I have been involved with Junior Achievement in past years, most recently I served as the Cub Master of Pack 328 in Green Valley for 4 years and assistant Cub Master for the transitional year, I ran for public office and helped other candidates also

Briefly describe your educational background (high school, college, vocational training, etc.):  
Master's in Information Systems, BA in Organizational Management, AAS Engineering, AAS Aircraft Accessory Systems Technology

What do you consider your highest responsibility, skill or achievement; professionally and/or personally, and why?

My service in the United States Air Force - stationed here at Davis-Monthan as an Electrician on the A-10. My service set me on the best possible path to be successful in life - personally and professionally.

Which Board/Commission are you interested in serving on?

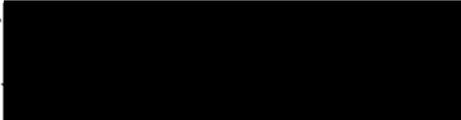
- Planning & Zoning Commission
- Board of Adjustment Commission
- Parks and Recreation Commission
- \*Board of Appeals Commission (no residency required)
- Special Purpose Commission

Please state why and describe any relevant experience which you believe would help you in the position.

I have been a licensed Realtor since 2008 and have taught continuing education to other Realtors for part of that time. My entire career has been out identifying problems and working as a part of a team to resolve those issues.

**Please add additional sheets if more space is needed to answer questions.**

I certify that the information contained in this application is true and complete to the best of my knowledge.

Signature:  Date: 11-22-16



**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 29, 2016

**AGENDA ITEM: 11**

**TO:** Honorable Mayor and Council

**FROM:** Police Chief- John Noland

**SUBJECT:** Commendation Award to Sahuarita Police Officer Shawn Patze.



Economic Development



Infrastructure



Planning for Our Community's Future



Organizational Effectiveness



Quality of Life



Other

**GOALS/OTHER:**

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted:

2. Available Budget/Project Capacity:

**STAFF RECOMMENDATION**

None – presentation only.

**SUGGESTED MOTION**

None – presentation only.

**DISCUSSION**

Presentation acknowledging a police department commendation, awarded to Officer Shawn Patze for superior work conducted on a multi-jurisdictional drug trafficking and organized crime investigation.

**ATTACHMENTS**

None





**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 29, 2016

**AGENDA ITEM: 12**

**TO:** Honorable Mayor and Council  
**FROM:** L. Kelly Udall, Town Manager  
 Teri Bankhead, Assistant to the Town Manager  
**SUBJECT:** **Presentation of the Town of Sahuarita 2016 Employee Awards.**

	 <input type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input checked="" type="checkbox"/> Other

**GOALS/OTHER:**

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted:
2. Available Budget/Project Capacity:

**STAFF RECOMMENDATION**

None – presentation only.

**SUGGESTED MOTION**

None – presentation only.

**DISCUSSION**

Presentation of the 2016 Town of Sahuarita Employee Awards to recipients of the Above and Beyond and Manager's Choice Employee Excellence awards.

**ATTACHMENTS**

None





**MEETING DATE:** December 12, 2016

**DATE PREPARED:** November 29, 2016

**AGENDA ITEM: 13**

**TO:** Honorable Mayor and Council  
**FROM:** L. Kelly Udall, Town Manager  
 Victor Gonzalez, Economic Development Manager  
**SUBJECT:** **Adoption of Resolution No. 2016-0492, authorizing the Town to enter into a Development Agreement between the Town of Sahuarita and Wadsworth Acquisitions, LLC, for the purpose of commercial development of the real property located at the southeast corner of Abrego Drive and Nogales Highway in the Town of Sahuarita.**

	 <input checked="" type="checkbox"/> Economic Development	 <input type="checkbox"/> Infrastructure	 <input type="checkbox"/> Planning for Our Community's Future
	 <input type="checkbox"/> Organizational Effectiveness	 <input type="checkbox"/> Quality of Life	 <input type="checkbox"/> Other

**GOALS/OTHER:** Strategic Management Plan Focus Area 1: Economic Development  
 Goal: Expand Sahuarita's Internal Capacity to Facilitate and Accommodate Economic Development

**FINANCIAL / BUDGET SUMMARY**

1. Fund(s) Impacted: General Fund
2. Available Budget/Project Capacity (\$): \$600,000 Contingent Liability

**STAFF RECOMMENDATION**

Staff recommends approval.

**SUGGESTED MOTION**

**I move to approve Resolution No. 2016-0492.**

**DISCUSSION**

Accelerated Development Services in partnership with Wadsworth Development Group, are proposing a new shopping center development called The Crossing at Sahuarita on approximately 17.7 acres of land located at the southeast corner of Nogales Highway and Abrego Drive in Sahuarita, Arizona.

The Crossing will feature an estimated 137,626 square feet of neighborhood retail and restaurant uses. The eastern boundary will be comprised of an in-line anchor and junior line-up with a wing of shops attached to the north. Restaurant and fast food pads are proposed on the street frontages and shops building north of Quail Crossing Boulevard. The Crossing integrates the proposed Circle K pad into the center to form an integrated shopping center development.

The project will result in additional commercial development in Town that will provide an increase in retail businesses (reducing leakage), employment opportunities for local residents and tax revenue. The project will also result in expanding the retail offerings of which residents have overwhelmingly expressed the need of in previous community surveys and a recent resident online poll (April 2016).

In order to assure development of the project and the attraction of national retail chains and restaurants, the Town seeks to provide a financial incentive based upon how quickly the development is completed, tenant occupancy and employment.

The Town proposes to provide a \$500,000 credit (Town Fees Credit Account) on behalf of the Developer of which during the term of the Development Agreement the Developer may charge all Town Fees to the Town Fees Credit



Account. On the Performance Incentive Date, the date the project employs 350 employees and has at least 110,000 occupied square feet, and as long as that date occurs during the term of the Development Agreement, the Town shall remit any amount remaining in the Town Fees Credit Account to the Developer (as consideration for the new jobs and occupied commercial businesses in the Town).

In the event that the Performance Incentive Date (the date the project employs 350 employees and has at least 110,000 occupied square feet) occurs on or prior to December 31, 2020, the Town shall pay the Developer an additional \$100,000 as consideration for the expedited performance. The incentive amount for the expedited performance will decrease annually in subsequent years:

- Performance by December 31, 2021, the Town shall pay the Developer an additional \$80,000, as consideration for the expedited performance.
- Performance by December 31, 2022, the Town shall pay the Developer an additional \$60,000, as consideration for the expedited performance.
- Performance by December 31, 2023, the Town shall pay the Developer an additional \$40,000, as consideration for the expedited performance.
- Performance by December 31, 2024, the Town shall pay the Developer an additional \$20,000, as consideration for the expedited performance.
- Performance by December 31, 2025, the Town shall pay the Developer an additional \$10,000, as consideration for the expedited performance.

**ATTACHMENTS**

1. Resolution No. 2016-0492



**SAHUARITA RESOLUTION NO. 2016-0492**

A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF SAHUARITA AND WADSWORTH ACQUISITIONS, LLC, FOR THE PURPOSE OF COMMERCIAL DEVELOPMENT OF THE REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF ABREGO DRIVE AND NOGALES HIGHWAY IN THE TOWN OF SAHUARITA.

WHEREAS, the Town of Sahuarita (the “Town”) supports development and growth in the Town; and

WHEREAS, Wadsworth Acquisitions, LLC, or its assigns, (the “Developer) desires to develop the real property located at the southeast corner of Abrego Drive and Nogales Highway, as provided in the La Jolla Verde Commercial Center Specific Plan, to be known as The Crossing at Sahuarita, within the Town of Sahuarita, for commercial development purposes; and

WHEREAS, the Sahuarita Town Council has determined that the Town is significantly underserved by commercial developments, which leads to minimal sales tax collections, a lack of employment opportunities for its residents, and few shopping and dining opportunities for our residents; and

WHEREAS, the Sahuarita Town Council finds that, upon build-out, The Crossing at Sahuarita will serve the aforementioned needs by creating at least 350 new permanent jobs, and at least 110,000 square feet of commercial establishments, primarily retail and restaurant businesses; and

WHEREAS, development of The Crossing at Sahuarita will result in additional commercial development in the Town, which will lead to additional businesses and employment opportunities elsewhere in the Town; and

WHEREAS, in order to assure development of The Crossing at Sahuarita as quickly as possible, the Town wishes to enter into an agreement with the Developer, providing financial

incentives that increase based upon how quickly the development is completed and the buildings are occupied and employing citizens; and

WHEREAS, the Sahuarita Town Council believes that, without such incentives, development of The Crossing at Sahuarita might not occur, or might not develop as quickly, if at all; and

WHEREAS, specifically to address the aforementioned goals and concerns, the Town wishes to enter into a development agreement with the Developer, attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and Council of the Town of Sahuarita have determined that it is in the best interest of the Town and its residents to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita.

**Section 1.** The Town of Sahuarita is authorized to enter in the development agreement between the Town of Sahuarita and Wadsworth Acquisitions, LLC, which Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2.** The Mayor is authorized to sign said Agreement on behalf of the Town of Sahuarita.

**Section 3.** The various town officers and employees are authorized and directed to perform all necessary acts necessary to give effect to this resolution.

**Section 4.** All ordinances, resolutions or motions and parts of ordinances, resolutions or motions of the council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the Town of Sahuarita, Arizona, this 12<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Daniel J. Hochuli  
Town Attorney

\_\_\_\_\_  
Lisa Cole, MMC  
Town Clerk

Exhibit "A"

*Development Agreement between the Town and Wadsworth Acquisitions, LLC*



# **DEVELOPMENT AGREEMENT**

**Town of Sahuarita Arizona,  
an Arizona municipal corporation**

**and**

**WADSWORTH ACQUISITIONS, LLC,  
a Utah limited liability company and its assigns**



## **TOWN COUNCIL MEMBERS**

Mayor Duane Blumberg  
Vice Mayor Bill Bracco  
Kara Egbert  
Melissa L. Hicks  
Gil Lusk  
Tom Murphy  
Lynne Skelton

## **TOWN MANAGEMENT**

L. Kelly Udall, Town Manager

THIS DEVELOPMENT AGREEMENT is entered into this 12<sup>th</sup> day of December, 2016, by and between the TOWN OF SAHUARITA, ARIZONA, an Arizona municipal corporation (“Town”), and WADSWORTH ACQUISITIONS, LLC, a Utah limited liability company, and/or its assigns (“Developer”). Town and Developer are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

### RECITALS

- A. Developer is the anticipated developer of the Property (as defined herein).
- B. The Parties intend that the land uses contemplated by this Agreement are or will be consistent with Town’s Zoning, the General Plan, and the Specific Plan (all as defined herein).
- C. Developer intends to develop the Property as a retail development to be initially known as The Crossing at Sahuarita. Developer intends to develop the Project over time in phases. Developer intends that upon completion the Project the will create at least 350 additional jobs in the Town as provided herein, and will result in at least 110,000 square feet of premises leased to employers.
- D. It is important to Town, in the current economic environment, that it encourage and promote employment opportunities for its residents as soon as possible, which in turn will stimulate related economic activity throughout the Town and generates tax and other income for the Town.
- E. Town has found and determined that development of the Project and Employers’ anticipated employment of 350 employees and 110,000 square feet of new commercial premises in the Town will enhance the economic vitality of the Town by increasing revenues and enhancing employment opportunities, and has offered to provide Developer with credits for certain Town fees and charges previously paid or to be paid by Developer or its designee, in order to expedite new job opportunities.
- F. Developer and Town are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 relating to the Specific Plan and the proper development of the Project by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (ii) the permitted uses for the Property, including the densities and intensities of such uses; (iii) the provision of water and wastewater services for the Property; and (iv) other matters related directly or indirectly to the development of the Project.
- G. Town and Developer acknowledge that the development of the Project pursuant to this Agreement and the Specific Plan are anticipated to have positive planning and economic impacts to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which may result in efficient utilization of municipal and other public resources; (ii) requiring development of the Project to be consistent with Town’s General Plan and the approved Specific Plan; (iii) providing for the construction of public infrastructure in order to support anticipated development of the Project and other property in the region; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property, and the subsequent use of the Property; (v) creating employment through development of the Project consistent with this Agreement; (vi) creating jobs and shopping opportunities for citizens of the Town; and (vii) increasing the demand for local services during and after the development of the Project. Town and Developer acknowledge that the development of the Project pursuant to this Agreement is anticipated to result in benefits to Developer by providing certainty in order to avoid the

waste of resources, and allowing Developer to have the ability to develop the Project in accordance with this Agreement and the Specific Plan.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and conditions hereinafter provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between Town and Developer as follows:

### **1. DEFINITIONS.**

- 1.1. "Affiliate," as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition: "control" (including with correlative meaning, the terms "controlling," "controlled by" and "under common control"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise; and (ii) "person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.
- 1.2. "Agreement" means this Development Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Sections or Exhibits are to this Agreement unless otherwise specifically qualified. The Recitals set forth in this Agreement are incorporated herein by reference and form a part of this Agreement and are not intended to expand the scope, number or nature of the Parties' obligations beyond those expressly set forth in the numbered sections of this Agreement. The Exhibits to this Agreement are hereby incorporated herein by reference and form a part of this Agreement.
- 1.3. "Applicable Interest" means the rate of nine percent (9%) per annum, compounded quarterly.
- 1.4. "Applicable Laws" means the United States Constitution, the Arizona Constitution, court decrees, federal, state, county and local laws (statutory and common law), codes, ordinances, rules, regulations, permit requirements, fee schedules and assessments and other requirements and official policies of the Town, in existence now or as hereinafter enacted or amended, which apply to the development of all or any part of the Property.
- 1.5. "A.R.S." means the Arizona Revised Statutes as now or hereafter enacted or amended.
- 1.6. "Effective Date" means the date reflected at the beginning of this Agreement, which reflects the date that this Agreement has been executed by duly authorized representatives of Developer, and has been approved by the Sahuarita Town Council.
- 1.7. "Employee" means one permanent (as opposed to temporary) employee employed within the Project.
- 1.8. "Employees" means more than one Employee.

- 1.9. "General Plan" means the Town's General Plan, as it may be amended from time to time.
- 1.10. "Occupied Square Feet" means square feet in the Project that have been built, leased, and are occupied by businesses that include shopping areas, restaurants, banks, and other uses by entities who operate such businesses and employ workers.
- 1.11. "Performance Incentive Date" means the date that the Project employs 350 Employees, and includes at least 110,000 Occupied Square Feet.
- 1.12. "Project" means retail development on the Property to be initially known as The Crossing at Sahuarita. The Project may include retail and other shopping areas, restaurants, banks, and other uses by entities who operate businesses and employ workers ("Employers").
- 1.13. "Property" means property located within the boundaries of the Town of Sahuarita, Arizona, consisting of approximately 17.7 acres as legally described on Exhibit "A" and depicted on Exhibit "B" of this Agreement.
- 1.14. "Specific Plan" means the La Jolla Verde Commercial Center Specific Plan, which was recorded in the office of the Pima County Recorder on March 23, 2012, at Sequence No. 20120830812, including any and all future amendments which are approved by the Town Council.
- 1.15. "Town Council" means the Sahuarita Town Council. When this Agreement refers to an act of the Town Council, such reference shall refer to an act that was lawfully approved by the Town Council pursuant to Applicable Laws.
- 1.16. "Town Fees" means plan check, permit, site development, inspection, and other fees or expenses for or related to the development of the Project, including, without limitation, all fees set forth in Chapter 3.10 of the Sahuarita Town Code, paid or incurred by Developer and payable to, or for the benefit of, Town (or its designated architects, engineers and/or contractors for or on behalf of Developer) in connection with the development of the Project.
- 1.17. "Zoning" means the Town's zoning and land use ordinances (as amended from time to time).

## **2. PARTIES AND PURPOSE OF THIS AGREEMENT.**

- 2.1. Parties. Parties to this Agreement are Town and Developer. Town is a municipal corporation and a political subdivision of the State of Arizona, duly organized and validly existing under the laws of the State of Arizona, exercising its governmental functions and powers. Developer is a Utah limited liability company, duly organized and validly existing under the laws of the State of Utah. Developer is legally entitled to enter into this Agreement, and the party executing on behalf of Developer is authorized to execute this Agreement and bind Developer.
- 2.2. Purpose. The purpose of this Agreement is to set forth the requirements of each Party relative to the construction of the Project, the employment of Employees within the project, and other matters relative to the Project.

## **3. TERM AND TERMINATION OF THIS AGREEMENT.** This Agreement shall automatically terminate without the necessity of any notice, agreement or recording by and between the Parties on (i) December 31, 2018, if Developer or its assigns has not purchased the Property by that date, or (ii) December 31, 2026, if Developer or its assigns has purchased the Property on or before December 31, 2018 (the "Term"). Upon the termination of this

Agreement, neither Party shall have any further obligations under this Agreement except as otherwise provided herein. However, such termination shall not affect any or any approval, permit, subdivision map or site plan that has been given, issued or approved by the Town for any part of the Property as of the date of such termination.

4. **DEPOSIT AND USE OF TOWN FEES CREDIT.** Within seven days of the Effective Date, Town shall establish a credit, in the amount of \$500,000.00, in a separate account on behalf of Developer (the "Town Fees Credit Account"), and shall provide Developer with written evidence of the existence of the Town Fees Credit Account. During the Term, Developer may charge all Town Fees to the Town Fees Credit Account. Within 30 days of the Effective Date Developer and Town shall work together to put in place the process and procedure necessary for Developer to make a charge to the Town Fees Credit Account.
5. **PAYMENT ON PERFORMANCE INCENTIVE DATE.** On the Performance Incentive Date, as long as that date occurs during the Term, Town shall remit any amount remaining in the Town Fees Credit Account to Developer, as consideration for the new jobs and occupied commercial businesses in the Town.
6. **INCENTIVES FOR EXPEDITED PERFORMANCE.**
  - 6.1. Performance by 2020. In the event that the Performance Incentive Date occurs on or prior to December 31, 2020, Town shall pay Developer an additional \$100,000, as consideration for the expedited performance.
  - 6.2. Performance by 2021. In the event that the Performance Incentive Date occurs on or prior to December 31, 2021, Town shall pay Developer an additional \$80,000, as consideration for the expedited performance.
  - 6.3. Performance by 2022. In the event that the Performance Incentive Date occurs on or prior to December 31, 2022, Town shall pay Developer an additional \$60,000, as consideration for the expedited performance.
  - 6.4. Performance by 2023. In the event that the Performance Incentive Date occurs on or prior to December 31, 2023, Town shall pay Developer an additional \$40,000, as consideration for the expedited performance.
  - 6.5. Performance by 2024. In the event that the Performance Incentive Date occurs on or prior to December 31, 2024, Town shall pay Developer an additional \$20,000, as consideration for the expedited performance.
  - 6.6. Performance by 2025. In the event that the Performance Incentive Date occurs on or prior to December 31, 2025, Town shall pay Developer an additional \$10,000, as consideration for the expedited performance.
  - 6.7. Payment of Incentive. In the event additional payment is made pursuant to this Section 6, payment shall be made to the Developer no more than 30 days following receipt of notice that the Performance Incentive Date has been achieved.
7. **FAILURE TO REACH PAYMENT INCENTIVE DATE.** In the event that the Performance Incentive Date is not achieved during the Term, Developer shall pay Town an amount equal to the amount that the Town Fees Credit Account has been depleted, and any unused credits will be forfeited to Town. Payment shall be made to Town within 60 days of the termination of this Agreement, and the parties agree that this provision shall survive the termination of this Agreement.
8. **SEWER EASEMENT.** The parties agree that Developer shall be granted a 20 foot easement across Quail Crossing Blvd. at a 45 degree angle as shown on Sheet DP-9 of the Development Plan/Preliminary Plat for The Crossing at Sahuarita, for the purposes of

installation and maintenance of a sewer line for the Project. This easement shall be provided by the final plat for the Project which will also dedicate Quail Crossing Blvd. through the Project.

9. **MEDIAN CUT AT QUAIL CROSSING BOULEVARD.** The Parties acknowledge that a portion of the Project will be located immediately northeast of Quail Crossing Boulevard, and that a solid median has been planned for construction in the middle of this segment of Quail Crossing Boulevard, as reflected on the Development Plan/Preliminary Plat. The Parties agree that at this time, only the west approximately 140 feet of the median is required. The parties will work together in good faith to design the median to be constructed. At such time as a traffic analysis reflects that an extension of the median to the east is necessary, Developer shall construct such portion of the median to Town specifications, unless Town, after making best efforts, is able to secure funding from the developer of another parcel along Quail Crossing Boulevard. The provisions of this Section 9 shall survive termination of this Agreement.

10. **RESTRICTIONS ON ASSIGNMENT AND TRANSFER.** Developer represents and agrees that its undertakings pursuant to this Agreement are, and will be, for the purpose of development of the Project on the Property and not for speculation in raw landholding. Developer further recognizes that the qualifications of its principals are of particular concern to Town and that it is because of such qualifications and identity that Town is entering into this Agreement. In recognition of Developer's expertise and experience in retail shopping centers, Developer may not, prior to Completion of Construction of the Public Improvements, assign its rights under this Agreement, except to a Wadsworth Affiliate, without the prior written consent of Town, which consent may be withheld in Town's sole and absolute discretion, subject to the exceptions set forth in this Section 10. Following Completion of Construction of the Public Improvements, Developer may assign its rights under this Agreement without the prior written consent of Town. Town's prior written consent may be withheld if it determines in its commercially reasonable discretion that the proposed assignee is an entity that does not possess the experience, financial strength, past history and technical ability to perform the obligations of Developer under a commercially reasonable standard. Except with respect to a permitted assignment by Developer as provided above, no voluntary or involuntary successor in interest to Developer may acquire any rights under this Agreement except as expressly set forth in this Section 10. Nothing set forth in this Agreement shall in any way restrict, limit or impair the right of Developer to sell, lease, assign, pledge, hypothecate or otherwise transfer, in whole or in part, Developer's interest in the Property.

10.1. **Definitions.** For purposes of this Section 10, the following terms shall have the meanings ascribed to them below:

10.1.1. "Wadsworth" means Wadsworth Acquisitions, LLC, a Utah limited liability company;

10.1.2. "Wadsworth Principals" means Kip Wadsworth, Con Wadsworth, and Tod Wadsworth;

10.1.3. "Wadsworth Affiliate" means an Affiliate of Wadsworth or the Wadsworth Principals;

10.1.4. "Accelerated Affiliate" means an Affiliate of Accelerated or the Accelerated Principals;

10.1.5. "Developer Control Group" means, collectively, any one or more of a Wadsworth Affiliate;

- 10.1.6. "Transfer" means a transfer or assignment of all or part of the rights or obligations of any person under this Agreement;
- 10.1.7. "Control" means the power to control the management and policies of a person, as a result of stock or membership interest ownership, operating agreement provisions, management agreement or otherwise;
- 10.1.8. "Transfer Notice" means a prior written notice to be delivered to Town not less than fifteen (15) days in advance of certain Transfers, describing the rights, obligations and/or interests to be transferred or assigned and providing the name and address of the transferee; and
- 10.1.9. "Person" shall have the meaning ascribed to such term in the definition of Affiliate as set forth in Section 1 above.
- 10.1.10. "Completion of Construction" means the date on which both of the following have occurred: (i) a temporary, conditional or final certificate of completion has been issued by the Town for the Public Improvements, which issuance shall not be unreasonably withheld, conditioned or delayed; and (ii) acceptance by the Town Council or appropriate administrative staff member of the Town of the completed Public Improvements for maintenance in accordance with the policies, standards and specifications contained in applicable Town codes and ordinances, which acceptance shall not be unreasonably withheld, conditioned or delayed.
- 10.1.11. "Public Improvements" means those improvements that Developer is obligated by the Town to construct or cause to be constructed in the vicinity of (but outside of) the Property, as generally identified on Exhibit B. These improvements consist of (a) the construction of a segment of Quail Crossing Boulevard southeast of Nogales Highway, (b) certain improvements to the Nogales Highway & Abrego Dr. intersection, (c) certain drainage and wash improvements, (d) and other concrete, landscaping and irrigation, signage (including monument and corner identification) and utility work within the right of way immediately adjacent to the Project.
- 10.2. Exclusions/Permitted Transfers. The restriction on Transfer set forth in Section 10 above shall not apply to the following, however, such assignment or transfer shall not relieve Developer of any obligations:
- 10.2.1. any Transfer where, after completion of the Transfer, Control of Developer and ownership of not less than fifty percent (50%) of the total ownership interests in Developer remains in Developer Control Group;
- 10.2.2. a pledge, collateral assignment, encumbrance or similar financing or refinancing transaction (including, without limitation, assignment of any right to receive any payment or reimbursement from Town under this Agreement) to any Lender which provides acquisition, construction, permanent, working capital, tenant improvement or other financing, directly or indirectly, to Developer for all or any part of the Property.
- 10.3. Transfers by Town. Town's rights and obligations under this Agreement shall be non-assignable and non-transferable, without the prior express written consent of Developer, which consent may be given or withheld in Developer's sole and unfettered description.

11. **DEFAULTS.** Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of 30 days after written notice thereof from the other Party (the "Cure Period"), shall constitute a default under this Agreement. If the failure or delay is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation; provided that no Cure Period shall exceed 90 days. Notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies available at law or in equity, and as provided in this Agreement.
- 11.1. **Default by Developer.** Notwithstanding anything in this Agreement to the contrary, Town shall have the right to withhold the issuance of building permits for improvements on the land affected by such default (regardless of property ownership) until the default is cured by Developer. Nothing contained in this Section 11 shall prevent Town from using any remedies or imposing any fines available to it under the Applicable Laws for a violation or breach by Developer of any Applicable Laws.
- 11.2. **Default by Town.** If the Town defaults or otherwise fails in its performance of the payment or credit of any monetary or other obligation, representation or warranty hereunder, Developer shall, in addition to any other remedies hereunder, be entitled to the following remedies: (a) recovery of damages for unpaid amounts due in accordance with the provisions of this Agreement plus Applicable Interest in accordance with this Agreement); and (b) to seek a special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the Town to undertake and to fully and timely perform its obligations under this Agreement.
12. **INDEMNIFICATION.** Developer shall pay, defend, indemnify and hold harmless Town and its Town Council members, officers and employees for, from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including associated attorneys' fees, experts' fees, and court costs, and payment of opposing attorneys' fees, experts' fees, and court costs if Town is court ordered to pay such fees or costs) which arise from or which relate in any way to the Parties' ability, under Applicable Laws, to enter into this Agreement or any part thereof, and from any negligent act or omission by Developer, or its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of Developer's obligations under this Agreement. Except for claims relating to the ability of the Parties to enter into this Agreement pursuant to Applicable Laws, Developer's indemnification obligations in this Section 12 shall not apply to loss or damage or claims therefor which are attributable to acts or omissions of Town, its agents, employees, contractors, subcontractors or representatives, including, without limitation, Town's failure to perform its obligations under this Agreement. In addition, Developer shall have no indemnification or defense obligation in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of Town, its employees, contractors, subcontractors, agents or representatives, unless the claim also includes an assertion that the Parties are unable, as a result of Applicable Laws, to enter into this Agreement. The foregoing defense and indemnity obligations of Developer shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period. Further, in the event that any payment made by Town to Developer pursuant to this Agreement is

deemed by any final, non-appealable court order or judgment to violate any section of the Constitution of the State of Arizona or other Applicable Laws, and Town is required by such applicable final, non-appealable court order or judgment to restore or recover such amount, then (as Town's sole recourse against Developer) Developer shall indemnify Town with respect to, and shall repay to Town within 90 days of the entry of any such final, non-appealable court order or judgment, the actual amount received by Developer and ordered to be restored, recovered or repaid; provided, however, the foregoing indemnity shall not limit Developer's remedies arising from an event of non-performance by Town, provided, notwithstanding any other provision herein, any obligation of Developer to repay any amounts received by Developer under this Section 12 shall expire twenty-four (24) months from the Effective Date.

13. **CONFLICT OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

14. **NON-DISCRIMINATION.** The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/ref/collection/execorders/id/680> which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

15. **APPLICABLE LAWS.**

15.1. **Development Code.** The Applicable Laws, as amended from time to time, shall govern the development of the Property subject to the provisions of the Specific Plan. Town must be able to regulate the planning and development of the Property and the Construction of improvements on the Property in order to serve the best interests of Town. Consequently, Town reserves, exercising its sole and absolute discretion, the right to amend existing, or to adopt new, laws, rules, regulations and standards of development for Town, including resolutions, official policies and procedures, master infrastructure plans and studies, and the zoning code, and all such amendments shall be Applicable Laws as defined herein, and shall govern the development of the Property.

15.2. **Uniform Application.** Any change to the Applicable Laws shall not discriminate against Developer and the Property, and any change shall be uniformly applied to all similar land and landowners within the corporate limits of Town, except to the extent that such changes relate to matters addressed differently in existing contractual agreements, including, but not limited to, this Agreement.

16. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** Developer shall comply with all Applicable Laws, standards and Executive Orders, without limitation to those designated within this Agreement.
- 16.1. **Americans with Disabilities Act.** Developer understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1988. The following is only applicable to construction contracts: Developer must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".
- 16.2. **Immigration Laws.** Under the provisions of A.R.S. §41-4401, Developer hereby warrants to Town that it will comply with, and is contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (the "Developer Immigration Warranty").
- 16.2.1. A breach of the Developer Immigration Warranty shall constitute a material breach of this Agreement and shall subject Developer to penalties up to and including termination of this Agreement at the sole discretion of Town.
- 16.2.2. Town retains the legal right to inspect the papers of any Developer, contractor or subcontractor's employee who works pursuant to this Agreement to ensure that Developer, contractor or subcontractor is complying with the Developer Immigration Warranty. Developer agrees to assist Town in regard to any such inspections.
- 16.2.3. Town may, at its sole discretion, conduct random verification of the employment records of Developer, contractor or subcontractor to ensure compliance with the Developer's Immigration Warranty. Developer agrees to assist Town in regard to any random verification performed.
- 16.2.4. Neither Developer, contractor or subcontractor shall be deemed to have materially breached the Developer Immigration Warranty if Developer, contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.
- 16.2.5. The provisions of this Article must be included in any contract Developer enters into with any and all of its contractors and subcontractors who provide services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
17. **NON-WAIVER.** The failure of a Party to insist in any one or more instance upon the full complete compliance with any of the terms and provisions of this Agreement to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.
18. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement,

which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either Party may terminate this Agreement.

19. **REMEDIES.** Either Party may pursue any remedies provided by law or in equity for the breach of this Agreement, following the Cure Period set forth in Section 11 of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

20. **NOTICES AND REQUESTS.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:           Town of Sahuarita  
                                  Attn: Town Manager  
                                  375 W. Sahuarita Center Way  
                                  Sahuarita, Arizona 85629  
                                  Telephone: (520) 822-8816  
                                  Facsimile: (520) 344-7151

With a required copy to:   Town of Sahuarita  
                                  Attn: Town Attorney  
                                  375 W. Sahuarita Center Way  
                                  Sahuarita, Arizona 85629  
                                  Telephone: (520) 822-8832  
                                  Facsimile: (520) 822-8834

If to the Developer   Wadsworth Acquisitions, LLC  
                                  Attn: Kip Wadsworth  
                                  166 East 14000 South, Suite 210  
                                  Draper, Utah 84020  
                                  Telephone: (801) 748-4088  
                                  Facsimile: (801) 748-4077

With a required copy to:   Accelerated Development Services, LLC  
                                  Attn: David S. Cheatham  
                                  2415 East Camelback Road, Suite 400  
                                  Phoenix, Arizona 85016  
                                  Telephone: (602) 682-6050  
                                  Facsimile: (602) 682-8101

And a required copy to:   Wadsworth Acquisitions, LLC  
                                  Attn: Roman Groesbeck  
                                  166 East 14000 South, Suite 210  
                                  Draper, Utah 84020  
                                  Telephone: (801) 748-4088  
                                  Facsimile: (801) 748-4077

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received when delivered to the Party in person, by registered or certified mail, or by delivery service. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

21. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). The Parties wish to confer jurisdiction, to the extent possible, upon the Superior Court of Pima County for the purpose of coordinating and centralizing any required judicial administration of this Agreement. Accordingly, any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pima (or, as may be appropriate, in the Justice Courts of Pima County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 21.
22. **AMENDMENTS.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Town and Developer. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Pima County.
23. **TIME OF ESSENCE.** Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.
24. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement will promptly be physically amended to make such insertion or correction.
25. **ATTORNEYS' FEES.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
26. **ENTIRE AGREEMENT; INTERPRETATION; PAROL EVIDENCE.** This Agreement shall be for the benefit of and binding upon the Parties hereto and their successors and assigns. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the

Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

27. **RECORDATION OF AGREEMENT.** This Agreement shall be recorded by the Town in the Official Records of Pima County, Arizona, within ten days after its approval and execution by all Parties.
28. **RELATIONSHIP OF THE PARTIES.** It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of another Party for any purpose whatsoever.
29. **NO THIRD PARTY BENEFICIARY.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to Developer, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).
30. **ADDITIONAL ACTS AND DOCUMENTS.** Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.
31. **HEADINGS.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
32. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each counterpart so delivered which bears the signature or a facsimile or other electronic communication thereof of a Party hereto shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.
33. **FORCE MAJEURE.** The performance of any Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or work stoppages required by governmental authorities including without limitation the Arizona Department of Transportation, or acts of terrorism. Changes in market conditions shall not be considered Force Majeure events.
34. **COMPUTATION OF TIME.** In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time, Sahuarita, Arizona) on the last day of the applicable time period provided herein.
35. **Good Faith of Parties.** Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

IN WITNESS THEREOF, the Parties have affixed their signatures to this Agreement on the dates set forth above.

**"TOWN"**

TOWN OF SAHUARITA, an Arizona  
municipal corporation

\_\_\_\_\_  
Duane Blumberg, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Cole, MMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel J. Hochuli, Town Attorney

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA         )

On \_\_\_\_\_, 2016, before me personally appeared Duane Blumberg, the Mayor of the TOWN OF SAHUARITA, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

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

(Affix notary seal here)

**“DEVELOPER”**

WADSWORTH ACQUISITIONS, LLC, a Utah limited liability company

By: Wadsworth & Sons III, LLC, a Utah limited liability company  
Its: Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Wadsworth & Sons III, LLC, a Utah limited liability company, on behalf of the company as Manager of WADSWORTH ACQUISITIONS, LLC, a Utah limited liability company, on behalf of the company.

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

My Commission Expires:

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Wadsworth & Sons III, LLC, a Utah limited liability company, on behalf of the company as Manager of WADSWORTH ACQUISITIONS, LLC, a Utah limited liability company, on behalf of the company.

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

My Commission Expires:

## **EXHIBIT A**

### Legal Description of the Property

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

A portion of Block F of La Joya Verde, according to Book 47 of Maps and Plats, Page 6, Pima County Recorder's Office, also being a portion of land situated in the Northeast quarter of Section 35, Township 17 South, Range 13 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a found ½" rebar with cap marked LS 31610 at the East quarter corner of said Section 35, from which a found brass cap flush marked LS 31610 at the Northeast corner of said Section 35 bears North 00 degrees 13 minutes 27 seconds West, a distance of 2660.86 feet;

Thence South 89 degrees 46 minutes 33 seconds West, a distance of 150.00 feet;

Thence North 00 degrees 13 minutes 27 seconds West, parallel with and 150.00 feet West of the East line of the Northeast quarter of said Section 35, a distance of 336.21 feet, to a point being the Southeast corner of said Block F, said point also being the POINT OF BEGINNING;

Thence along the perimeter of said Block F, the following four courses:

North 89 degrees 39 minutes 45 seconds West, a distance of 724.76 feet, to a point on the Easterly right-of-way line of Abrego Drive, said point also being a point on a non-tangent curve, the center of which bears South 71 degrees 39 minutes 28 seconds West, and having a radius of 710.00 feet;

Thence Northwesterly, along said curve, through an arc length of 394.84 feet, and a central angle of 31 degrees 51 minutes 48 seconds, to a reverse curve, having a radius of 30.00 feet;

Thence Northerly, along said curve, through an arc length of 44.79 feet, and a central angle of 85 degrees 32 minutes 18 seconds, to a compound curve, having a radius of 5,604.58 feet;

Thence Northeasterly, along said curve, through an arc length of 814.83 feet, and a central angle of 08 degrees 19 minutes 48 seconds;

Thence South 46 degrees 20 minutes 14 seconds East, a distance of 184.13 feet, to a non tangent curve, the center of which bears South 37 degrees 55 minutes 15 seconds East, and having a radius of 514.50 feet;

Thence Northeasterly, along said curve, through an arc length of 84.61 feet, and a central angle of 09 degrees 25 minutes 20 seconds, to a reverse curve, having a radius of 485.50 feet;

Thence Northeasterly, along said curve, through an arc length of 139.48 feet, and a central angle of 16 degrees 27 minutes 39 seconds;

Thence North 45 degrees 02 minutes 25 seconds East, a distance of 47.55 feet, to a curve to the left, having a radius of 22.53 feet;

Thence Northeasterly, along said curve, through an arc length of 5.69 feet, and a central angle of 14 degrees 27minutes 38 seconds;

Thence North 42 degrees 57 minutes 25 seconds West, parallel with and 45.00 feet Southwest of the Southeasterly prolongation of the Centerline of Calle Arroyo Sur, a distance of 194.93 feet, to a curve to the left, having a radius of 25.00 feet;

Thence Westerly, along said curve, through an arc length of 39.58 feet, and a central angle of 90 degrees 43 minutes 08 seconds, to a point on the Southeasterly right-of-way line of Nogales Highway, said point also being a point on a non-tangent curve, the center of which bears South 43 degrees 40 minutes 33 seconds East, and having a radius of 5,604.58 feet;

Thence Northeasterly, along said curve, through an arc length of 326.01 feet, and a central angle of 03 degrees 19 minutes 58 seconds, to the Northeast corner of said Block F;

Thence South 00 degrees 13 minutes 27 seconds East, parallel with and 150.00 feet East of the West line of the Northeast quarter of said Section 35, a distance of 1,397.22 feet, to the POINT OF BEGINNING.

# **EXHIBIT B**

Diagram of the Property



**LEGAL DESCRIPTION**

A PORTION OF BLOCK F OF LA JOYA VERDE, ACCORDING TO BOOK 47 OF MAPS AND PLATS, PAGE 6, PIMA COUNTY RECORDER'S OFFICE, ALSO BEING A PORTION OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR WITH CAP MARKED LS 31610 AT THE EAST QUARTER CORNER OF SAID SECTION 35, FROM WHICH A FOUND BRASS CAP FLUSH MARKED LS 31610 AT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 2660.86 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 33 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 27 SECONDS WEST, PARALLEL WITH AND 150.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 336.21 FEET, TO A POINT BEING THE SOUTHEAST CORNER OF SAID BLOCK F, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE PERIMETER OF SAID BLOCK F, THE FOLLOWING FOUR COURSES:

NORTH 89 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 724.76 FEET, TO A POINT ON THE EASTER RIGHT-OF-WAY LINE OF ABREGO DRIVE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 71 DEGREES 39 MINUTES 28 SECONDS WEST, AND HAVING A RADIUS OF 710.00 FEET;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 394.84 FEET, AND A CENTRAL ANGLE OF 31 DEGREES 51 MINUTES 48 SECONDS, TO A REVERSE CURVE, HAVING A RADIUS OF 30.00 FEET;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 44.79 FEET, AND A CENTRAL ANGLE OF 85 DEGREES 32 MINUTES 18 SECONDS, TO A COMPOUND CURVE, HAVING A RADIUS OF 5,604.58 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 814.83 FEET, AND A CENTRAL ANGLE OF 08 DEGREES 19 MINUTES 48 SECONDS;

THENCE SOUTH 46 DEGREES 20 MINUTES 14 SECONDS EAST, A DISTANCE OF 184.13 FEET, TO A NON TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 37 DEGREES 55 MINUTES 15 SECONDS EAST, AND HAVING A RADIUS OF 514.50 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 84.61 FEET, AND A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 20 SECONDS, TO A REVERSE CURVE, HAVING A RADIUS OF 485.50 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 139.48 FEET, AND A CENTRAL ANGLE OF 16 DEGREES 27 MINUTES 39 SECONDS;

THENCE NORTH 45 DEGREES 02 MINUTES 25 SECONDS EAST, A DISTANCE OF 47.55 FEET, TO A CURVE TO THE LEFT, HAVING A RADIUS OF 22.53 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 5.69 FEET, AND A CENTRAL ANGLE OF 14 DEGREES 27 MINUTES 38 SECONDS;

THENCE NORTH 42 DEGREES 57 MINUTES 25 SECONDS WEST, PARALLEL WITH AND 45.00 FEET SOUTHWEST OF THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF CALLE ARROYO SUR, A DISTANCE OF 194.93 FEET, TO A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 39.58 FEET, AND A CENTRAL ANGLE OF 90 DEGREES 43 MINUTES 08 SECONDS, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NOGALES HIGHWAY, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 43 DEGREES 40 MINUTES 33 SECONDS EAST, AND HAVING A RADIUS OF 5,604.58 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH AN ARC LENGTH OF 326.01 FEET, AND A CENTRAL ANGLE OF 03 DEGREES 19 MINUTES 58 SECONDS, TO THE NORTHEAST CORNER OF SAID BLOCK F;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS EAST, PARALLEL WITH AND 150.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,397.22 FEET, TO THE POINT OF BEGINNING.

**FLOODPLAIN INFORMATION**

THE SITE IS LOCATED IN "ZONE X" AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP 04019C346SL, DATED JUNE 16, 2011.

**BASIS OF BEARING**

THE EAST LINE THE NORTHEAST QUARTER OF SECTION 35, MONUMENTED AS SHOWN ON THE LA JOYA VERDE PLAT PER BOOK 47 AT PAGE 6. THE BEARING OF SAID LINE IS N 00°13'27" W.

**BASIS OF ELEVATION**

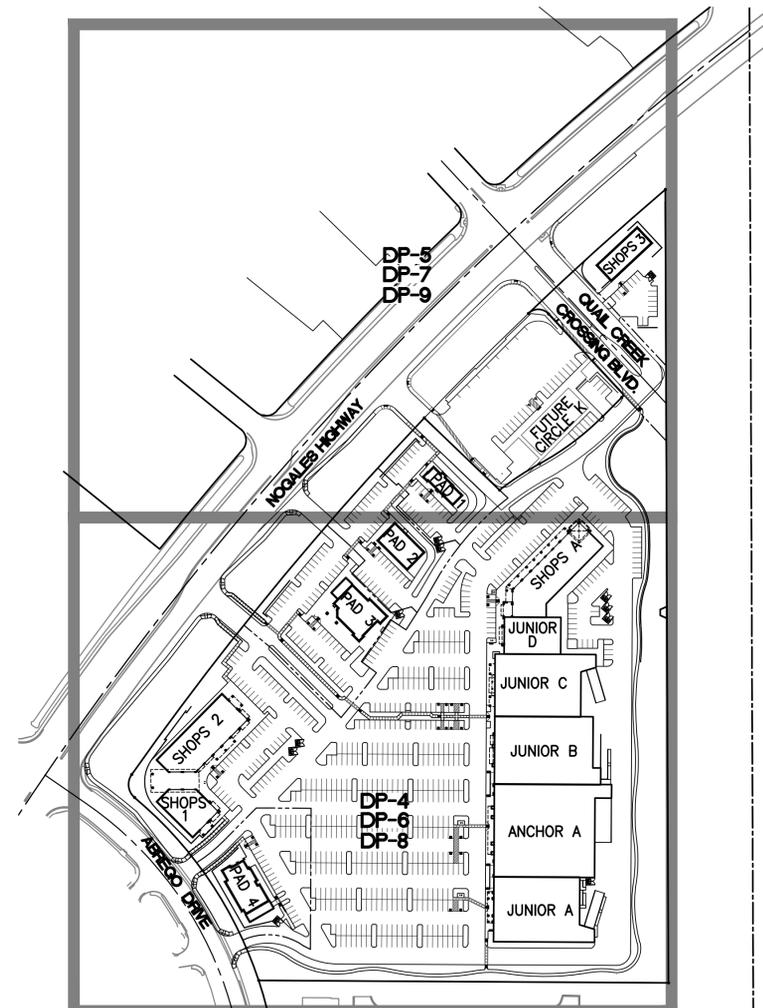
CITY OF TUCSON GEODETIC CONTROL POINT #T25. LOCATED 0.4 MILES SOUTH ALONG OLD NOGALES HIGHWAY FROM THE INTERSECTION WITH NOGALES HIGHWAY & 0.1 MILES WEST ALONG DIRT ROAD. THE ELEVATION OF SAID BENCHMARK IS 2752.48 FEET, CITY OF TUCSON DATUM (NAVD 88)

**LEGEND**

	EXISTING SEWER MANHOLE		EXISTING CONTOURS		WATER VALVE		PROPOSED WATER LINE		PROPOSED PARKING COUNT
	EXISTING OVERHEAD ELECTRIC		EXISTING SPOT GRADES		WATER BACKFLOW PREVENTER		PROPOSED WATER LINE		PROPOSED ONSITE LIGHTS
	EXISTING SEWER		ELECTRIC JUNCTION BOX		PARKING LOT LIGHT		PROPOSED GUTTER ELEVATION		FLOW ARROW
	EXISTING ELECTRIC LINE		TELEPHONE PEDESTAL		STREET LIGHT/TRAFFIC LIGHT		PROPOSED PAVEMENT ELEVATION		
	EXISTING GAS LINE		ELECTRIC TRANSFORMER		TRAFFIC SIGNAL BOX		PROPOSED GRATE ELEVATION		
	EXISTING FIBER OPTIC LINE		ELECTRIC BOX		EXISTING TELEPHONE MANHOLE		PROPOSED CONCRETE ELEVATION		
	EXISTING WATER		ELECTRIC METER		PROPOSED SEWER MANHOLE		PROPOSED TOP OF RETAINING WALL		
	EXISTING FENCE		POWER POLE		PROPOSED STORM DRAIN MANHOLE		PROPOSED GROUDED RIPRAP		
	EXISTING STORM DRAIN		FIRE HYDRANT		PROPOSED CATCH BASIN		PROPOSED SLOPE AT 3:1 MAX.		
	BOUNDARY LINE		WATER METER		PROPOSED STORM DRAIN		PROPOSED SCREEN OR RETAINING WALL		
	EASEMENT LINE								
	PROPERTY LINE								

**DEVELOPMENT PLAN/TENTATIVE PLAT**  
FOR  
**THE CROSSING AT SAHUARITA**  
S.E.C. NOGALES HWY & ABREGO DRIVE

LOTS 1 THRU 6 A PORTION OF LA JOYA VERDE BLOCK F (BOOK 47 AT PAGE 6) SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA



**KEY MAP**

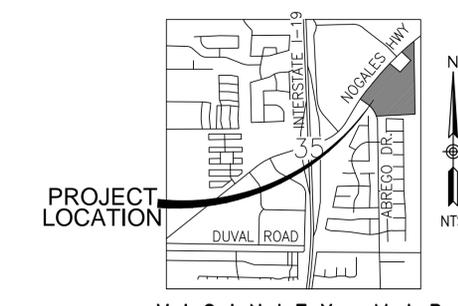
GROSS SITE AREA=	17.73 ACRES
NET SITE AREA=	17.14 ACRES
ASSESSOR'S PARCEL #303-33-677A	
<b>PROJECT DATA</b>	
SITE AREA	772,147 S.F.
ANCHOR 'A'	29,896 S.F.
JUNIOR 'A'	18,240 S.F.
JUNIOR 'B'	21,000 S.F.
JUNIOR 'C'	17,500 S.F.
JUNIOR 'D'	6,500 S.F.
SHOPS 'A'	11,480 S.F.
SHOPS '1'	5,200 S.F.
SHOPS '2'	10,000 S.F.
SHOPS '3'	4,000 S.F.
PAD '1'	2,000 S.F.
PAD '2'	3,450 S.F.
PAD '3'	5,000 S.F.
PAD '4'	3,360 S.F.
TOTAL BUILDING AREA	137,626 S.F.
BUILDING COVERAGE	17.8%

**PARKING AND BICYCLE SPACES TABULATION**  
(PER LA JOYA VERDE COMMON SPECIFIC PLAN)

REQUIRED MIN. PARKING:	551 SPACES AT 4/1000 S.F.
REQUIRED MAX. PARKING:	757 SPACES AT 5/1,000 S.F.
PROVIDED PARKING:	771 SPACES AT 5.60/1000 S.F.
ADA SPACES REQUIRED:	16 SPACES AT 2% IF PROVIDED
ADA SPACES PROVIDED:	27 SPACES
REQUIRED BICYCLE SPACES:	26 SPACES AT 1 SPACE/30 PARKING SPACES
PROVIDED BICYCLE SPACES:	26 SPACES

**BUILDING AND LANDSCAPE SETBACK PER LA JOYA VERDE COMMON SPECIFIC PLAN AS PER EXHIBIT III "C-3" AND EXHIBIT III "D"**

<b>BUILDING LANDSCAPE BUFFINGYARD SETBACK</b>	
NOGALES HIGHWAY (NORTH):	10 FEET
ABREGO DRIVE (WEST)	10 FEET
SOUTH PROPERTY	30 FEET
EAST PROPERTY	20 FEET
FUTURE QUAIL CREEK CROSSING BLVD.:	10 FEET



A PORTION OF SECTION 35, T.17 S., R.13 E., G.&S.R.B.&M. TOWN OF SAHUARITA, PIMA COUNTY ARIZONA

**OWNER/DEVELOPER**

Another Successful Joint Venture From:  
**WADSWORTH DEVELOPMENT GROUP**  
WADSWORTH ACQUISITIONS, LLC  
166 E. 14000 S, SUITE 210  
DRAPER, UTAH 84020  
C/O ACCELERATED DEVELOPMENT SERVICES  
2415 E. CAMELBACK ROAD, SUITE 400  
PHOENIX, ARIZONA 85016  
CONTACT: TREY EAKIN: (602) 682-8188  
JAKE PALMER: (602) 682-8153

**ENGINEER**

OPTIMUS CIVIL DESIGN GROUP  
4650 E. COTTON CENTER BLVD., SUITE 200  
PHOENIX, ARIZONA 85040  
PH: (602) 286-9300  
CONTACT: JEFF BEHRANA, P.E.  
ADAM RAUSCHER, P.E.

**ARCHITECT:**

VERTICAL DESIGN  
4650 E. COTTON CENTER BLVD., SUITE 200  
PHOENIX, ARIZONA 85040  
PH: (602) 395-1000  
CONTACT: JUSTIN GREGONIS

**LANDSCAPE ARCHITECT:**

ARC STUDIOS INC.  
3117 E. FLOWER STREET  
TUCSON, ARIZONA 85715  
PHONE: (520) 882-9655  
CONTRACT: ERIC BARRETT

**SHEET INDEX:**

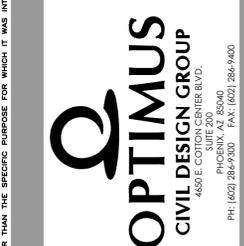
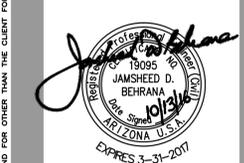
(1 OF 13) DP-1	COVER SHEET
(2 OF 13) DP-2	NOTES
(3 OF 13) DP-3	TENTATIVE PLAT/BOUNDARY INFORMATION
(4 OF 13) DP-4	SITE PLAN
(5 OF 13) DP-5	SITE PLAN
(6 OF 13) DP-6	GRADING AND DRAINAGE PLAN
(7 OF 13) DP-7	GRADING AND DRAINAGE PLAN
(8 OF 13) DP-8	UTILITY PLAN
(9 OF 13) DP-9	UTILITY PLAN
(10 OF 13) DP-10	PAVEMENT SECTION SHEET
(11 OF 13) DP-11	DETAILS
(12 OF 13) DP-12	DETAILS
(13 OF 13) DP-13	SECTIONS

**APPROVAL SIGNATURES:**

TOWN ENGINEER	DATE
PLANNING AND ZONING DIRECTOR	DATE
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPT.	DATE

NO.	REVISION	DATE

**DEVELOPMENT PLAN/TENTATIVE PLAT**  
**THE CROSSING AT SAHUARITA**  
**COVER SHEET**  
A PORTION OF LA JOYA VERDE BLOCK F (BOOK 47 AT PAGE 6) SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, T. 17 S., R. 13 E., OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA



DESIGNED: AJR  
DRAWN: JS  
CHECKED: JDB  
DATE: 10/13/16  
JOB NO.: 161248

DRAWING NO  
**DP-1**  
1 of 13



SA 12-16-XXXX  
REF #'S: SA 9-11-00002,  
ORD. # 2011-061, SA 12-15-00010

USE OF THIS INFORMATION CONTAINED IN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY OPTIMUS CIVIL DESIGN GROUP. OPTIMUS CIVIL DESIGN GROUP SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.

**GENERAL NOTES: (DEVELOPMENT PLAN AND TENTATIVE PLAT COMBINED)**

- ASSESSOR'S TAX PARCEL NUMBER FOR THE SITE IS 303-33-647A.
- GROSS AREA OF DEVELOPMENT IS 17.73 ACRES.
- NET AREA OF DEVELOPMENT = 17.14 ACRES. (AFTER QUAIL CREEK CROSSING DEDICATION = 0.59 ACRES).
- EXISTING ZONING IS SP AND WILL REMAIN. ZONING PER SA9-11-00002 PER ORDINANCE NO. 2011-061 AS RECORDED IN SEQ. NO. 20120830812.
- THE USE OF THE PROJECT IS A NEIGHBORHOOD RETAIL CENTER AND IS PERMITTED IN ACCORDANCE WITH THE SPECIFIC PLAN.
- THE WATER COMPANY THAT WILL SERVICE THIS DEVELOPMENT IS COMMUNITY WATER SERVICES OF GREEN VALLEY.
- THE WASTEWATER PROVIDER THAT WILL SERVICE THIS DEVELOPMENT IS PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
- A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE ARIZONA DEPARTMENT OF WATER RESSOURCES.
- MINIMUM LOT SIZES IS N/A. THE TOTAL NUMBER OF LOTS IS 7.
- NEW PUBLIC STREETS TOTAL = 0.05 MILES.
- NEW PRIVATE STREETS TOTAL 0 MILES.

**RESTRICTIVE NOTES: (DEVELOPMENT PLAN AND TENTATIVE PLAT)**

- PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR ANY EXPANSION OF THE PROJECT GREATER THAN 2,000 SQUARE FEET, IN ACCORDANCE WITH SECTION 18.71.010-B(2), THE OWNERS SHALL PROVIDE AN AMENDED DEVELOPMENT PLAN FOR REVIEW AND APPROVAL BY THE TOWN OF SAHUARITA. AN APPROVED FINAL PLAT SHALL BE RECORDED FOR THIS PROJECT. BUILDING PERMITS SHALL BE PERMITTED ARE THROUGH A PLAT.
- APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
- IT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER(S), THEIR SUCCESSORS OR ASSIGNS, (AND/OR THEIR CONTRACTOR, THEIR SUCCESSORS OR ASSIGNS, AS APPLICABLE) TO PURSUE ANY NEGOTIATIONS, OBTAIN ANY AGREEMENTS AND/OR PERMITS, ETC., FROM ALL NECESSARY OWNERS, PRIVATE AND/OR GOVERNMENTAL AGENCIES IN CHARGE OF PROPERTIES AND/OR RIGHTS-OF-WAY ADJACENT TO THIS PROJECT THAT MAY BE REQUIRED TO DO ANY WORK (CONSTRUCTION, ACCESS, MODIFICATIONS, GRADING, DRAINAGE, STRUCTURES, ROADS, ETC.) DIRECTLY ENCROACHING ON THESE ADJACENT PROPERTIES AND RIGHTS-OF-WAY, REGARDLESS OF WHETHER OR NOT THIS WORK IS SHOWN OR DESCRIBED ON THESE PLANS.
- THE DEVELOPER, ANY SUCCESSORS AND ASSIGNS, SHALL HOLD THE TOWN OF SAHUARITA AND PIMA COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THIS DEVELOPMENT AS SHOWN HEREON, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.
- APPROVAL OF THE DEVELOPMENT PLAN/TENTATIVE PLAT SHALL BE VALID FOR A PERIOD OF SEVEN YEARS OR UNTIL JULY 1, 2018, WHICHEVER IS SOONER. A DEVELOPMENT PLAN SHALL BE CONSIDERED PERMANENTLY IN EFFECT IF BUILDING PERMITS AND/OR DEVELOPMENT PERMITS HAVE BEEN ISSUED AND SUBSTANTIAL CONSTRUCTION HAS BEEN STARTED, I.E., SLABS AND FOUNDATIONS POURED AND STREETS, CURBS, AND UTILITIES INSTALLED. DETERMINATION OF SUBSTANTIAL CONSTRUCTION SHALL BE BY THE PLANNING DIRECTOR.
- IMPROVEMENTS THAT ARE LOCATED WITHIN SIGHT VISIBILITY TRIANGLES AND THAT ARE BETWEEN 30 AND 72 INCHES IN HEIGHT RELATIVE TO THE ADJACENT ROADWAYS SHALL BE IN ACCORDANCE WITH TOWN OF SAHUARITA REGULATIONS FOR IMPROVEMENTS LOCATED WITHIN SIGHT VISIBILITY TRIANGLES, INCLUDING, BUT NOT LIMITED TO, THOSE REGULATIONS FOUND IN STC 18.73.030.
- ANY BUILDINGS OR PADS SHOWN AS FUTURE PHASES SHALL NOT BE PART OF THIS APPROVAL AND WILL REQUIRE A SEPARATE DEVELOPMENT PLAN PRIOR TO THE ISSUANCE OF ANY PERMIT FOR FUTURE PHASES.
- WALLS, FENCES, SIGNS, LANDSCAPING AND OTHER POTENTIAL OBSTRUCTIONS TO VIEW IN EXCESS OF TWO FEET IN HEIGHT SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF STC 18.77.020 (ROADWAY FRONTAGE STANDARDS) AND SHALL NOT BE PLACED IN A SIGHT VISIBILITY TRIANGLE.
- PLANTING WITHIN PUBLIC SEWER EASEMENTS SHALL NOT BE ALLOWED. LANDSCAPING IN COMMON AREAS WHERE PUBLIC SEWERS ARE LOCATED SHALL BE IN ACCORDANCE WITH THE LANDSCAPING AND PLANTING GUIDELINES OF THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT ENGINEERING DESIGN STANDARDS (2012 EDITION, AS AMENDED).
- NO PERMANENT STRUCTURES (I.E., MASONRY WALLS, FENCES, ETC.) MAY BE CONSTRUCTED WITHIN OR THROUGH THE PUBLIC SEWER EASEMENT SHOWN HEREIN WITHOUT SEPARATE WRITTEN CONSENT OF THE TOWN OF SAHUARITA PUBLIC WORKS DEPARTMENT, IF APPLICABLE, OR PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
- AN ALL-WEATHER ACCESS CAPABLE OF SUPPORTING THE IMPOSED LOAD OF AT LEAST 75,000 POUNDS WILL BE PROVIDED WITHIN THIS DEVELOPMENT PRIOR TO COMBUSTIBLES ENTERING SITE.
- FIRE FLOW REQUIREMENTS MUST BE MET AND APPROVED BY THE TOWN OF SAHUARITA FIRE MARSHAL PRIOR TO COMBUSTIBLES ENTERING SITE. BUILDING OCCUPANCY TYPE IS MERCANTILE (LESS THAN 12,000 SF). FIRE SPRINKLERS ARE NOT REQUIRED OR PROPOSED FOR THIS SITE.
- FIRE LANES SHALL BE IDENTIFIED AND MARKED WITH SIGNS APPROVED BY THE TOWN OF SAHUARITA FIRE MARSHAL AND SHALL BE INSTALLED AT TIME OF PAVEMENT.
- IT WILL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO INSTALL BLUE REFLECTIVE TILE MARKERS AT ALL FIRE HYDRANT LOCATIONS.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY IN WRITING THAT ALL IMPROVEMENTS, WHETHER PUBLIC OR PRIVATE, HAVE BEEN CONSTRUCTED, PLACED, INSTALLED, ETC., IN ACCORDANCE WITH THE ACCEPTED PLANS FOR THIS DEVELOPMENT. CERTIFICATIONS MUST BE SUBMITTED TO THE TOWN OF SAHUARITA PRIOR TO THE REQUEST FOR FINAL INSPECTION AND RELEASE OF ASSURANCES.
- PRIOR TO THE REQUEST FOR RELEASE OF OCCUPANCY PERMITS, AN ENGINEER MUST CERTIFY AS TO THE COMPLETION, FORM, LINE, AND SUBSTANTIAL CONFORMANCE TO APPROVED PLANS OF ALL PUBLIC AND PRIVATE ROADWAYS, DRAINAGE STRUCTURES AND APPURTENANCES AS SHOWN ON THE IMPROVEMENT PLAN AND DEVELOPMENT PLAN. SAID CERTIFICATION SHALL INCLUDE ANY OFF-SITE IMPROVEMENTS REQUIRED BY THE DEVELOPMENT.
- ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
- ALL PUBLIC AND PRIVATE ROADS AND DRAINAGE IMPROVEMENTS ON OR REQUIRED AS OFFSITE IMPROVEMENTS TO THIS DEVELOPMENT SHALL BE CONSTRUCTED TO TOWN OF SAHUARITA STANDARDS AND SPECIFICATIONS, IN ACCORDANCE WITH PLANS ACCEPTED BY TOWN ENGINEER.
- PERMITS MUST BE SECURED FROM THE TOWN OF SAHUARITA AND ANY OTHER AGENCIES (AS APPLICABLE) BEFORE BEGINNING ANY WORK ON THIS PROJECT.
- ALL PUBLIC AND PRIVATE SEWER COLLECTION SYSTEMS MEETING THE REVIEW CRITERIA OF ARIZONA ADMINISTRATIVE CODE, TITLE 18, CHAPTER 9, SECTION E301(A) ARE REQUIRED TO OBTAIN A CONSTRUCTION AUTHORIZATION FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY PRIOR TO BEGINNING CONSTRUCTION.
- PRIOR TO ISSUANCE OF BUILDING PERMITS, ALL PUBLIC SANITARY SEWER FACILITIES WILL BE CONSTRUCTED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF SAHUARITA OR THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT (AS APPLICABLE) AS EVIDENCE BY A DISCHARGE AUTHORIZATION ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.
- ANY WASTEWATER DISCHARGED INTO THE PUBLIC SANITARY SEWERAGE SYSTEM SHALL MEET THE REQUIREMENTS OF THE INDUSTRIAL WASTE CODE.
- PRIVATE SEWER WILL BE CONSTRUCTED, OPERATED AND MAINTAINED ON A PRIVATE BASIS. THE LOCATION AND METHOD ON CONNECTION TO THE PUBLIC SANITARY SEWER IS SUBJECT TO REVIEW AND APPROVAL BY THE TOWN ENGINEER.
- DRAINAGE WILL REMAIN IN ITS NATURAL STATE AND WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED, OTHER THAN SHOWN ON THIS DEVELOPMENT PLAN.
- ALL DRAINAGE WAYS, DRAINAGE EASEMENTS, AND DRAINAGE STRUCTURES SHOWN AND LABELED AS SUCH UPON THIS PLAN, WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, SHALL ENTIRELY CONTAIN THEIR RESTRICTIVE 100-YEAR FLOOD LIMITS UNTO COMPLETION OF CONSTRUCTION UNLESS CLEARLY LABELED OTHERWISE.

**PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT:**

- ESTIMATED WASTEWATER DISCHARGE IS 25,000 GPD (ADF). SEE TABLE WITH BUILDING NUMBERS AND POTABLE METERS AND SIZES ON SHEET DP-8.
- ON-SITE SANITARY SEWERS, EXCEPT PUBLIC SEWERS WITHIN PUBLIC SEWER EASEMENTS OR RIGHTS-OF-WAY, WILL BE PRIVATE AND WILL BE CONSTRUCTED, OPERATED AND MAINTAINED ON A PRIVATE BASIS. THE LOCATION AND METHOD OF CONNECTION TO AN EXISTING PUBLIC SANITARY SEWER IS SUBJECT TO REVIEW AND APPROVAL BY THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
- THE REQUIRED OFF-SITE PUBLIC SANITARY SEWER LINE WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
- ALL SANITARY SEWERS WILL BE DESIGNED TO PROVIDE GRAVITY FLOW.
- ANY WASTEWATER DISCHARGED INTO THE PUBLIC SANITARY SEWERAGE SYSTEM SHALL MEET THE REQUIREMENTS OF THE INDUSTRIAL WASTE ORDINANCE (PIMA COUNTY ORDINANCE NO. 1991-140, AS AMENDED).
- MAINTENANCE AND OPERATION OF THE PRIVATE SANITARY SEWER TO ITS POINT OF CONNECTION TO THE PUBLIC SANITARY SEWER IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- A PROJECT CONSTRUCTION PERMIT MUST BE SECURED FROM PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT BEFORE BEGINNING ANY WORK ON THIS PROJECT.
- ALL LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY NEAR PUBLIC SEWER SHOWN HEREON SHALL BE IN ACCORDANCE WITH THE PLANTING GUIDELINES CONTAINED WITHIN THE CURRENT ADOPTED REGIONAL WASTEWATER RECLAMATION DEPARTMENT DESIGN STANDARDS.

**PRIVATE SEWER NOTES:**

- THE "STANDARD DETAILS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS", (2003 EDITION), PUBLISHED JOINTLY BY PIMA COUNTY WASTEWATER AND THE CITY OF TUCSON IS THE APPLICABLE DESIGN AND CONSTRUCTION CRITERIA.
- THIS PROJECT WILL BE COMPLETED AS ONE PHASE.
- BEDDING SHALL BE IN ACCORDANCE WITH PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT ENGINEERING DIRECTIVE ENG2008-16 (MODIFIED STANDARD DETAILS 104 AND 105). SHOULD GROUND WATER OR OTHER UNANTICIPATED SOIL CONDITIONS BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED AS DIRECTED BY THE ENGINEER. COMPACTION AND TESTING OF BACKFILL SHALL BE REQUIRED PER DIRECTIVE ENG 2010-11.
- ALL SEWER CONSTRUCTION SHALL COMMENCE FROM ITS EXISTING POINT OF CONNECTION AND/OR FROM DOWNSTREAM TO UPSTREAM WITH NO EXCEPTIONS. FURTHERMORE, NO INTERMEDIATE SPANS WILL COMMENCE CONSTRUCTION OUT OF SEQUENCE. ALL EXISTING POINTS OF CONNECTION SHALL BE VERIFIED HORIZONTALLY AND VERTICALLY BEFORE COMMENCING ANY CONSTRUCTION.
- THE CONTRACTOR HAS THE OPTION OF USING THE FOLLOWING PIPE MATERIALS:
  - EXTRA STRENGTH VITRIFIED CLAY PIPE (ESVCP) ASTM C-700.
  - PVC SDR-35 ASTM D-3034.
  - DUCTILE IRON PIPE (DIP) AWWA C-150 WITH APPROVED LINING AS PER LOCAL JURISDICTION.
- ALL CLEANOUTS SHALL BE INSTALLED AS "WYE" CONNECTIONS SO THAT IT IS IN THE DIRECTION OF MAIN SEWER FLOW. CONNECTIONS AT CLEANOUTS TO BE AS-BUILT PRIOR TO BACKFILLING WITH NO EXCEPTIONS.
- BACKWATER VALVES SHALL BE INSTALLED IF REQUIRED AND AS SHOWN ON THIS PLAN.
- CURVED SEWERS ARE NOT ACCEPTABLE UNDER ANY CIRCUMSTANCES.
- A SIX (6) FOOT MINIMUM HORIZONTAL SEPARATION SHALL BE PROVIDED BETWEEN SEWER AND WATER MAINS. (OUTSIDE OF EACH MAIN) UNLESS LARGER SEPARATION IS SPECIFICALLY NOTED ON PLANS.
- A ONE (1) FOOT MINIMUM VERTICAL SEPARATION FROM ANY DRY UNDERGROUND UTILITY CROSSING SHALL BE PROVIDED FOR SEWER MAINS, SEWER SERVICES, WATER MAINS, AND WATER SERVICES. THE MINIMUM VERTICAL SEPARATION IS MEASURED FROM OUTSIDE OF SEWER MAIN, SEWER SERVICE, WATER MAIN, OR WATER SERVICE TO OUTSIDE OF DRY UNDERGROUND UTILITY.
- A ONE (1) FOOT MINIMUM VERTICAL SEPARATION SHALL BE PROVIDED BETWEEN ANY PRIVATE SEWER SERVICE AND PRIVATE WATER/FIRE SERVICE OR PROTECTIVE MEASURES WILL BE UNDERTAKEN IN ACCORDANCE WITH LOCAL JURISDICTION REQUIREMENTS BUT NOT LESS THAN MINIMUM REQUIREMENTS SET BY ADEQ.
- EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- TRENCH EXCAVATION, BACKFILLING, BEDDING AND COMPACTION SHALL COMPLY WITH LOCAL JURISDICTIONAL STANDARD SPECIFICATION AND DETAILS AS DESCRIBED UNDER NOTE #1. SPECIAL BEDDING REQUIREMENTS FOR PVC (FLEXIBLE) PIPE SHALL BE STRICTLY ADHERED TO WITH NO EXCEPTIONS.
- ALL AREAS REQUIRING FILL MUST BE COMPACTED TO 95% OF DRY DENSITY DETERMINED IN ACCORDANCE WITH THE ABOVE REFERENCED STANDARDS AND SPECIFICATIONS PRIOR TO TRENCHING FOR SEWER.
- SEWER MANHOLE COVERS SHALL HAVE CAST INTO THEM THE WORD "PRIVATE SEWER."
- ANY SEWER LINES THAT ARE INSTALLED AT LESS THAN 0.005 FT/FT (0.5%) SLOPE MUST BE INSTALLED USING A LASER AND FURTHERMORE WILL BE AS-BUILT EVERY 100 FEET PRIOR TO BACKFILL WITH NO EXCEPTIONS. ENTIRE SEWER LINES SHALL BE CAUSE FOR REMOVAL IF MINIMUM ACCEPTABLE SLOPE REQUIREMENTS ARE NOT MET.
- TOLERANCES ON SEWER SLOPES, BELOW INDUSTRY OR LOCAL STANDARDS IN ANY GIVEN INCREMENTAL PIPE SPAN WILL BE CAUSE FOR REMOVAL.
- ALL ONSITE PRIVATE SEWER SYSTEM SHALL HAVE SPECIAL INSPECTION FOR INSTALLATION APPROVED BY OPTIMUS CIVIL DESIGN GROUP. A MINIMUM OF 48 HOURS NOTICE SHALL BE GIVEN TO OPTIMUS SO THEY CAN HAVE A REPRESENTATIVE PRESENT. AFTER FINAL ACCEPTANCE, OPTIMUS WILL PREPARE A CERTIFICATE OF COMPLETION TO THE RESPECTIVE JURISDICTION. AS-BUILTS TO BE PROVIDED BY A REGISTERED LAND SURVEYOR OR CONTRACTOR BY THE GENERAL CONTRACTOR.
- ALL TESTING SHALL BE DONE BY THE CONTRACTOR AND/OR AN INDEPENDENT TESTING LAB LICENSED TO PERFORM SUCH TESTING. ALL TESTING IS TO BE PERFORMED IN ACCORDANCE WITH AAC CHAPTER 9; R18-9, E301.D AND/OR LOCAL JURISDICTIONAL SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE. CERTIFICATION AND TESTING REPORTS SHALL BE PREPARED BY OPTIMUS IN CONJUNCTION WITH THE CONTRACTOR'S TESTING RESULTS. ALL TESTING SHALL BE PERFORMED IN THE PRESENCE OF A REPRESENTATIVE OF OPTIMUS CIVIL DESIGN GROUP. COST OF ALL SUCH TESTING AND ALL ADDITIONAL RE-TESTING IF REQUIRED, IS CONSIDERED INCIDENTAL TO THE PIPE INSTALLATION. THE FOLLOWING ARE SPECIFIC TESTS THAT ARE REQUIRED.
  - DEFLECTION TEST (PVC ONLY).
  - AIR TEST.
  - CLOSED CIRCUIT TV INSPECTION. (PIPES 8" AND LARGER ONLY) FOR UNIFORM SLOPE.
- ALL MANHOLES SHALL BE TESTED PER AAC TITLE 18, CHAPTER 9, R18-9, E301.D 3.EII. USING THE "STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE (VACUUM) TEST" PUBLISHED BY ASTM C1244. TESTING SHALL BE PERFORMED AT THE TOP OF THE MANHOLE CONE FOR MANHOLES LOCATED IN PAVED AREAS. MANHOLES OUTSIDE PAVED AREAS SHALL BE VACUUM TESTED AT THE RING AND COVER. TESTING OF SEWER MANHOLES IS CONSIDERED INCIDENTAL TO THE COST OF FURNISHING AND INSTALLING THE MANHOLE.

**PRIVATE SEWER NOTES CONT.:**

- COMPACTION AND BACKFILL SHALL BE CERTIFIED BY A GEOTECHNICAL ENGINEER.
- AS-BUILTS ARE TO BE PROVIDED BY A REGISTERED LAND SURVEYOR CONTRACTED BY THE CONTRACTOR AND SHALL BE PROVIDED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL SUBSTANTIAL SLOPES WILL BE CAUSE FOR REMOVED
- ALL END OF SEWER STUBS SHALL BE MARKED WITH A 2" X 4" STAKE (GREEN COLOR WHICH SAYS "SEWER STUB, ITS SIZE") AND SHALL BE INSTALLED 2 FEET ABOVE THE FINISHED GROUND UNLESS OTHERWISE NOTED, IN ADDITION TO THE SPECIAL DETAIL SHOWN ON THESE PLANS.

THE WORDS "PIMA COUNTY SANITARY SEWER" SHALL BE IMPRINTED ONLY ON COVERS OF NEW MANHOLES, WHICH ARE TO BECOME A PART OF THE PIMA COUNTY WASTEWATER MANAGEMENT (PUBLIC) SANITARY SEWAGE CONVEYANCE SYSTEM. THE DESIGN AND CONSTRUCTION OF PRIVATE SEWAGE CONVEYANCE SYSTEMS MAY UTILIZE (OR MAKE REFERENCE TO) CERTAIN PIMA COUNTY WASTEWATER MANAGEMENT SPECIFICATIONS AND DETAILS, HOWEVER, PRIVATE SYSTEMS' MANHOLE COVERS SHALL NOT BE IMPRINT WITH THE WORDS "PIMA COUNTY SANITARY SEWER", INSTEAD, THE SEWER MANHOLE COVERS, ON CONVEYANCE SYSTEMS TO BE OWNED AND OPERATED BY ANYONE OTHER THAN PIMA COUNTY, SHALL HAVE CAST INTO THEM THE WORDS "PRIVATE SEWER" OR OTHER APPROPRIATE LOGO.

NO.	REVISION	DATE

**DEVELOPMENT PLAN/TENTATIVE PLAT**  
**THE CROSSING AT SAHUARITA**  
**NOTES SHEET**  
 A PORTION OF LA JOYA VERDE BLOCK F (BOOK 47 AT PAGE 6)  
 IS SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35,  
 T. 17 S., R. 13 E., OF THE GILA AND SALT RIVER MERIDIAN,  
 TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA



DESIGNED: AJR  
 DRAWN: JS  
 CHECKED: JDB  
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 JOB NO.: 161248

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 2 of 13

**SA 12-16-XXXX**  
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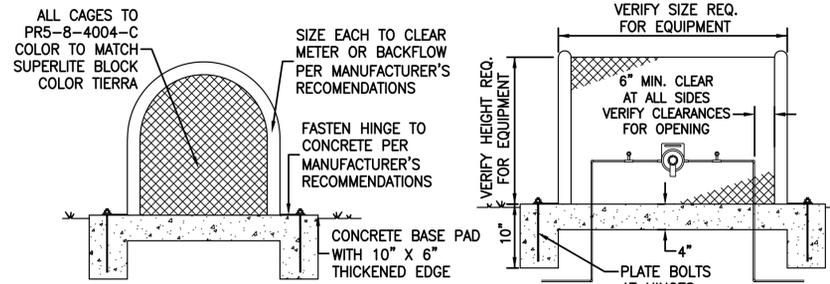




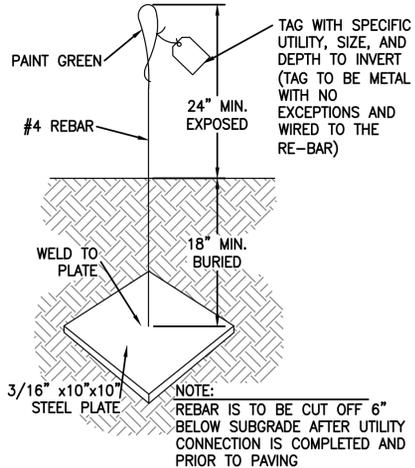


**POTABLE WATER METER SIZE TABLE**

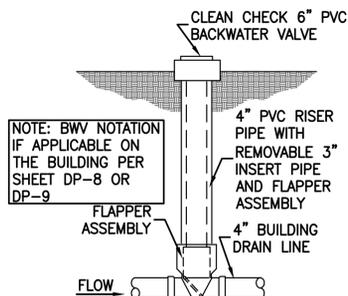
NUMBER	BUILDING	DOMESTIC LINE SIZE	BACKFLOW PREVENTER SIZE	METER SIZE
1	ANCHOR A	2"	2"	2"
2	JUNIOR A	2"	2"	2"
3	JUNIOR B	2"	2"	1 1/2"
4	JUNIOR C	2"	2"	1 1/2"
5	JUNIOR D	2"	2"	1 1/2"
6	SHOPS A	2"	2"	2"
7	SHOPS 1	2"	2"	2"
8	SHOPS 2	2"	2"	2"
9	SHOPS 3	2"	2"	2"
10	PAD 1	2"	2"	2"
11	PAD 2	2"	2"	2"
12	PAD 3	2"	2"	2"
13	PAD 4	2"	2"	2"



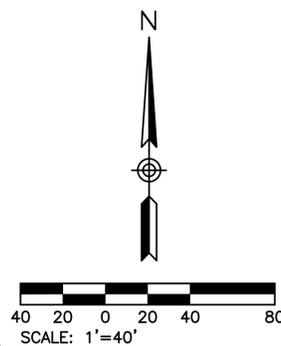
**3 BACKFLOW SECURITY CAGE DETAIL**  
N.T.S.



**1 UTILITY MARKER**  
N.T.S.



**2 BACKWATER VALVE DETAIL**  
N.T.S.



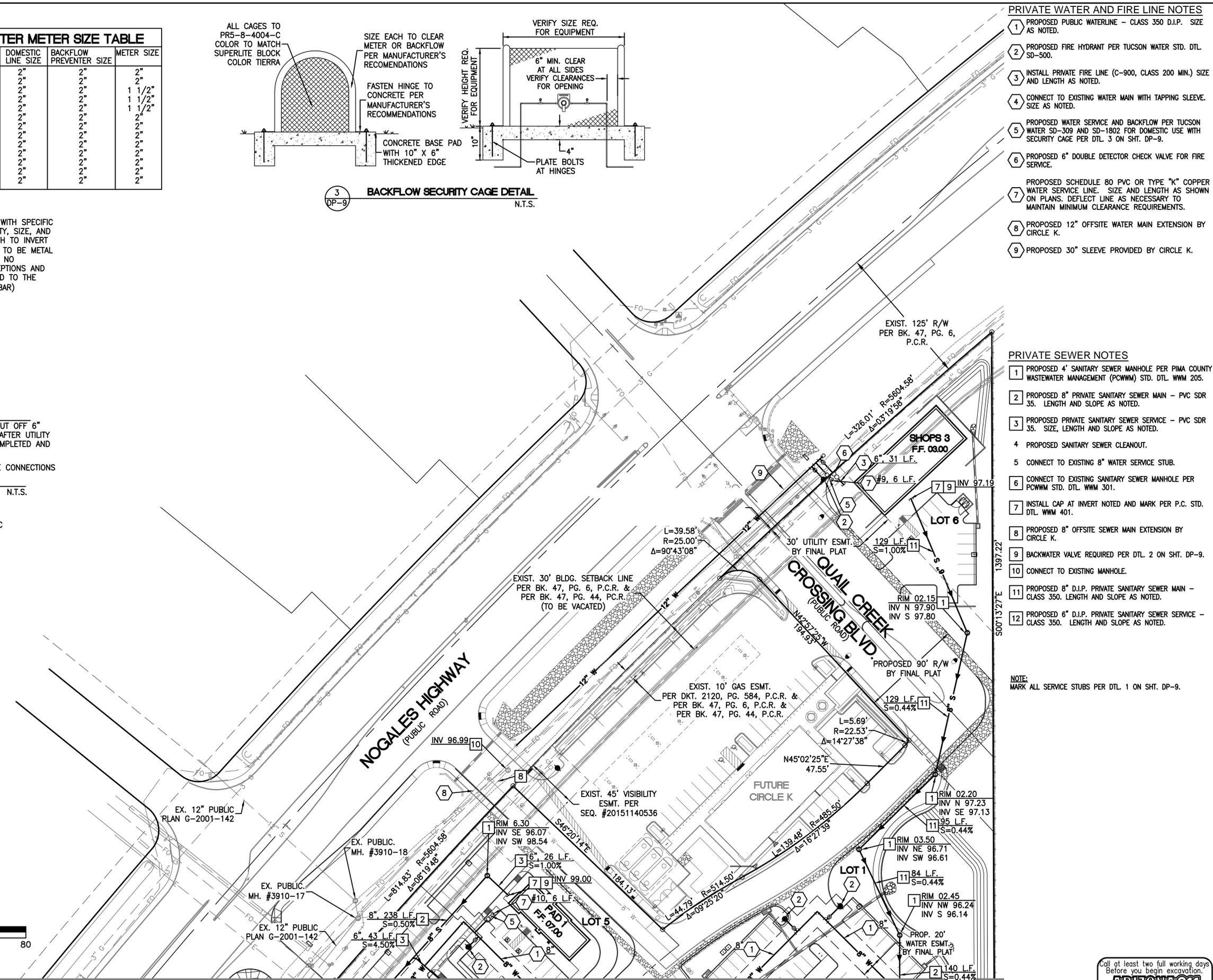
**PRIVATE WATER AND FIRE LINE NOTES**

- PROPOSED PUBLIC WATERLINE - CLASS 350 D.I.P. SIZE AS NOTED.
- PROPOSED FIRE HYDRANT PER TUCSON WATER STD. DTL. SD-500.
- INSTALL PRIVATE FIRE LINE (C-900, CLASS 200 MIN.) SIZE AND LENGTH AS NOTED.
- CONNECT TO EXISTING WATER MAIN WITH TAPPING SLEEVE. SIZE AS NOTED.
- PROPOSED WATER SERVICE AND BACKFLOW PER TUCSON WATER SD-309 AND SD-1802 FOR DOMESTIC USE WITH SECURITY CAGE PER DTL. 3 ON SHT. DP-9.
- PROPOSED 6" DOUBLE DETECTOR CHECK VALVE FOR FIRE SERVICE.
- PROPOSED SCHEDULE 80 PVC OR TYPE "K" COPPER WATER SERVICE LINE. SIZE AND LENGTH AS SHOWN ON PLANS. DEFLECT LINE AS NECESSARY TO MAINTAIN MINIMUM CLEARANCE REQUIREMENTS.
- PROPOSED 12" OFFSITE WATER MAIN EXTENSION BY CIRCLE K.
- PROPOSED 30" SLEEVE PROVIDED BY CIRCLE K.

**PRIVATE SEWER NOTES**

- PROPOSED 4" SANITARY SEWER MANHOLE PER PIMA COUNTY WASTEWATER MANAGEMENT (PCWWM) STD. DTL. WWM 205.
- PROPOSED 8" PRIVATE SANITARY SEWER MAIN - PVC SDR 35. LENGTH AND SLOPE AS NOTED.
- PROPOSED PRIVATE SANITARY SEWER SERVICE - PVC SDR 35. SIZE, LENGTH AND SLOPE AS NOTED.
- PROPOSED SANITARY SEWER CLEANOUT.
- CONNECT TO EXISTING 8" WATER SERVICE STUB.
- CONNECT TO EXISTING SANITARY SEWER MANHOLE PER PCWWM STD. DTL. WWM 301.
- INSTALL CAP AT INVERT NOTED AND MARK PER P.C. STD. DTL. WWM 401.
- PROPOSED 8" OFFSITE SEWER MAIN EXTENSION BY CIRCLE K.
- BACKWATER VALVE REQUIRED PER DTL. 2 ON SHT. DP-9.
- CONNECT TO EXISTING MANHOLE.
- PROPOSED 8" D.I.P. PRIVATE SANITARY SEWER MAIN - CLASS 350. LENGTH AND SLOPE AS NOTED.
- PROPOSED 6" D.I.P. PRIVATE SANITARY SEWER SERVICE - CLASS 350. LENGTH AND SLOPE AS NOTED.

NOTE:  
MARK ALL SERVICE STUBS PER DTL. 1 ON SHT. DP-9.



**DEVELOPMENT PLAN/TENTATIVE PLAT  
THE CROSSING AT SAHUARITA**  
PRIVATE UTILITY PLAN  
A PORTION OF LA JOYA VERDE BLOCK F (BOOK 47 AT PAGE 6)  
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T. 17 S., R. 13 E., OF THE GILA AND SALT RIVER MERIDIAN,  
TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA



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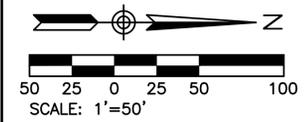
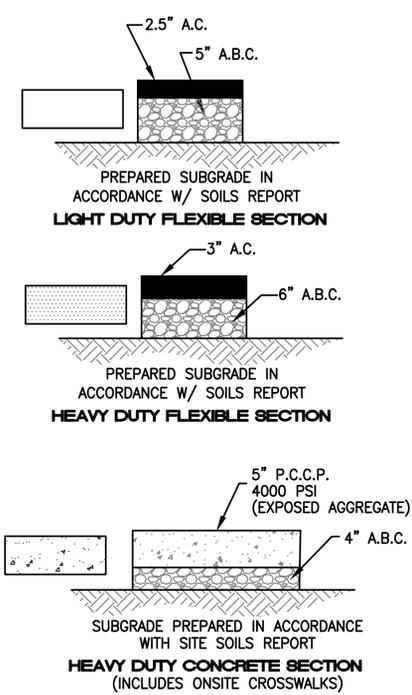
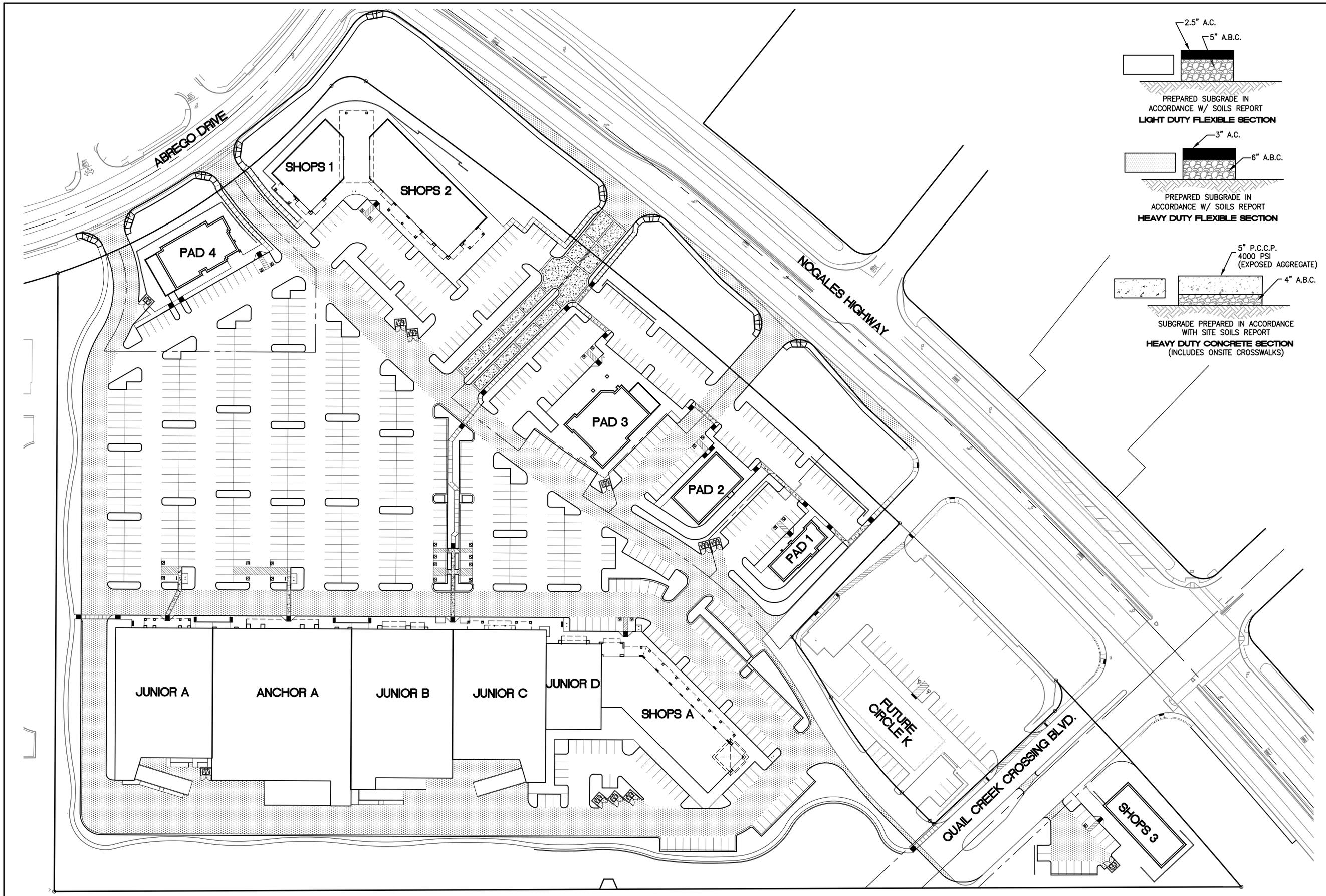
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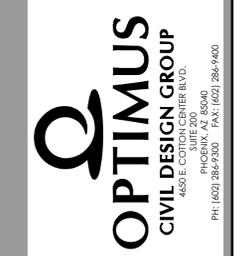
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**DEVELOPMENT PLAN/TENTATIVE PLAT  
THE CROSSING AT SAHUARITA  
PAVEMENT SECTION SHEET**

A PORTION OF LA JOYA VERDE BLOCK F (BOOK 47 AT PAGE 6)  
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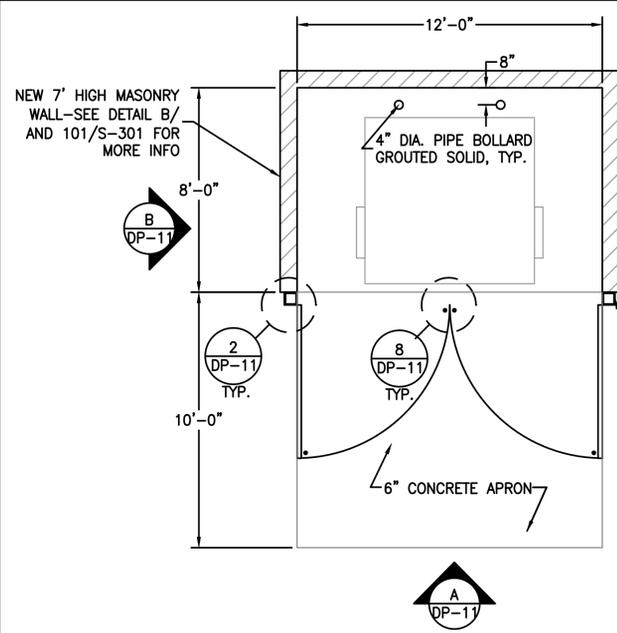
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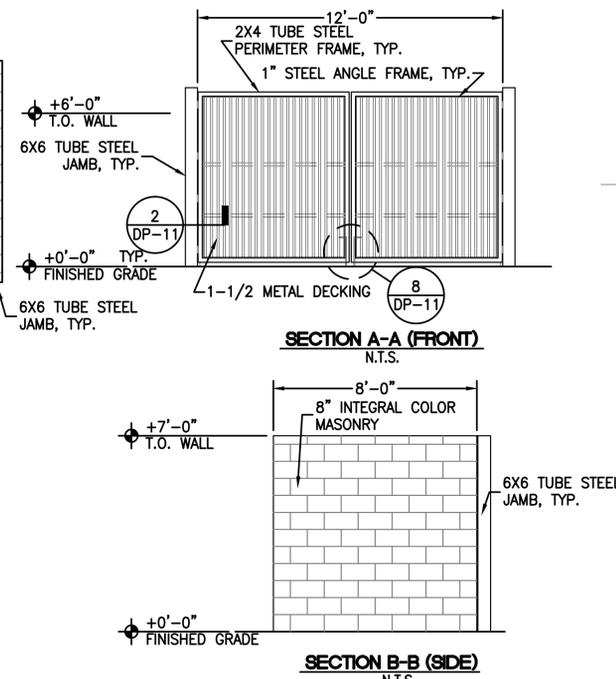
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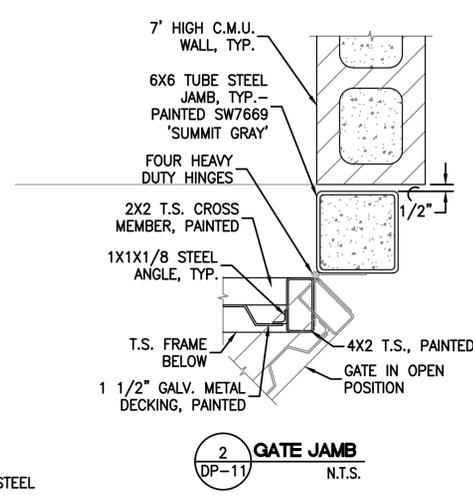


**1 ENLARGE TRASH ENCLOSURE PLAN**  
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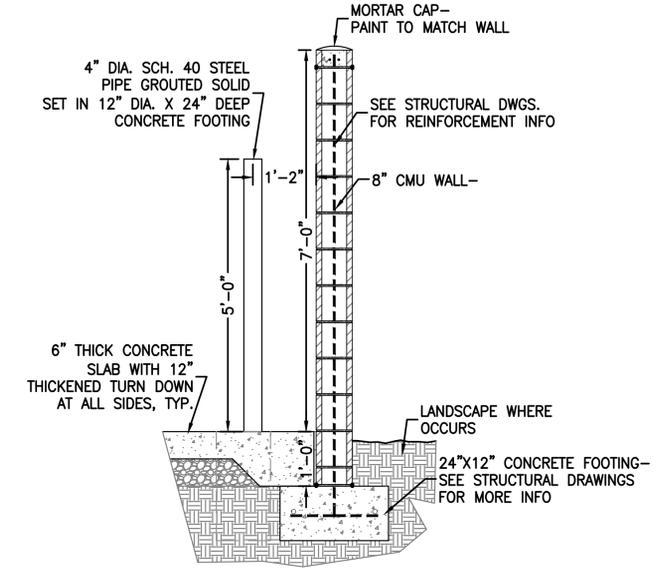


**SECTION A-A (FRONT)**  
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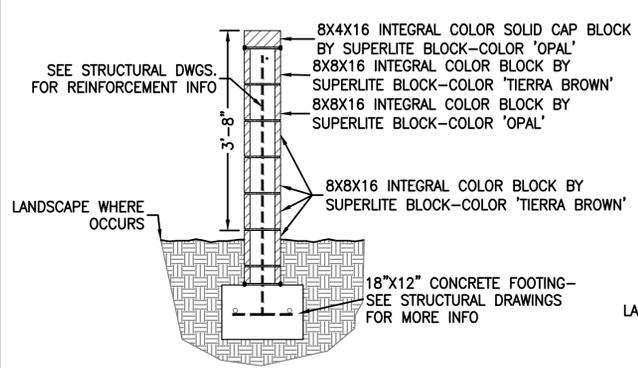
**SECTION B-B (SIDE)**  
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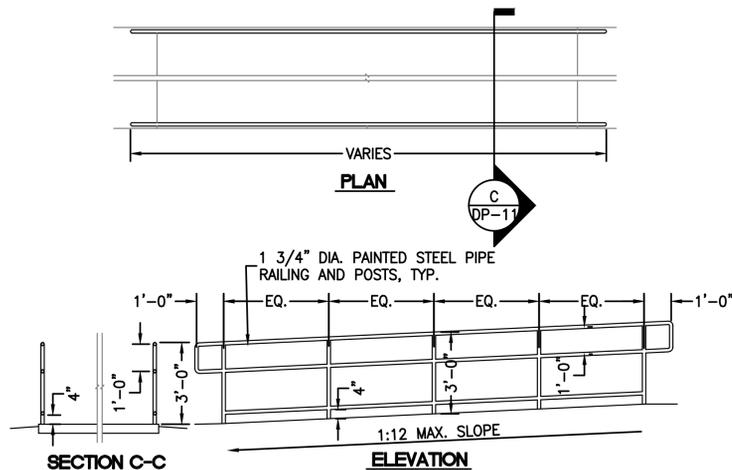
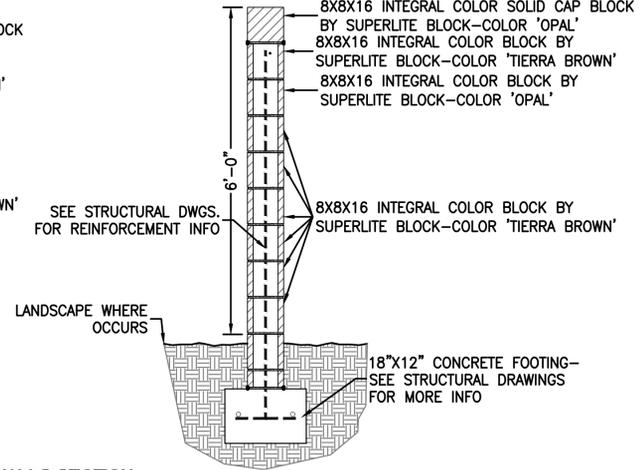
**2 GATE JAMB**  
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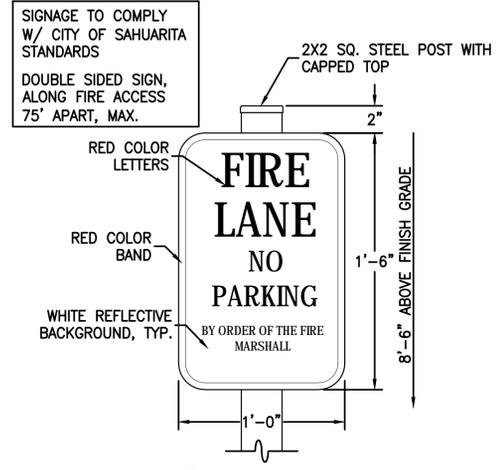
**3 TRASH ENCLOSURE WALL SECTION**  
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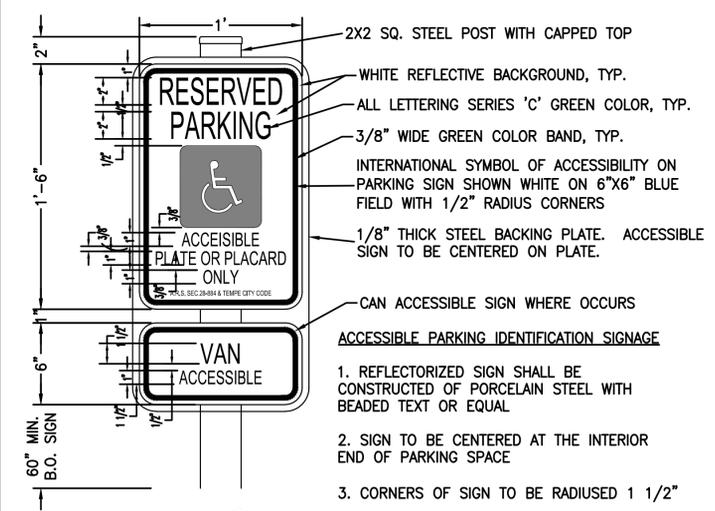
**4 SCREEN WALLS SECTION**  
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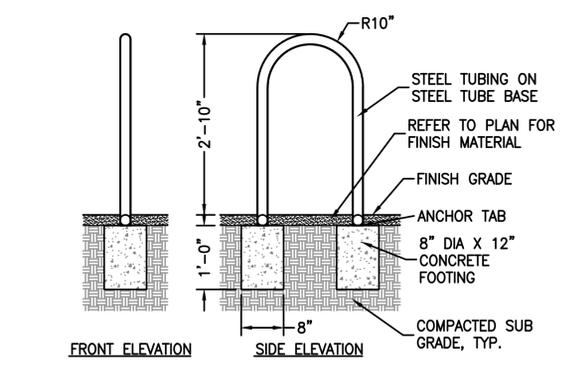
**5 RAMP HANDRAIL**  
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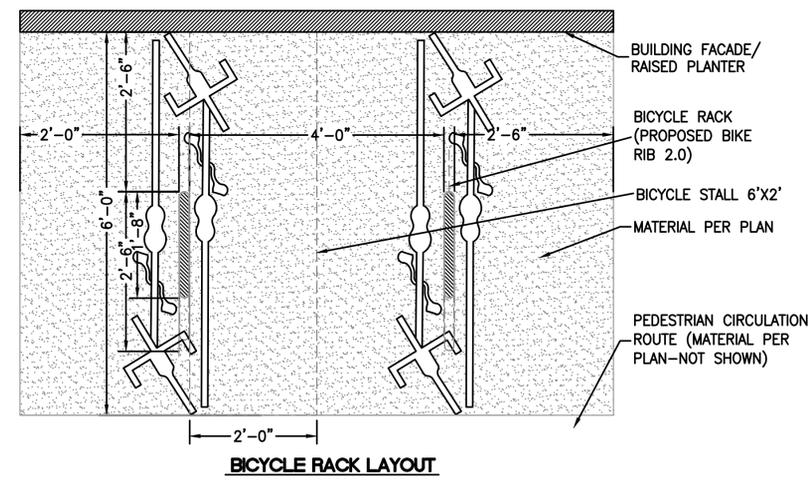
**6 FIRE LANE SIGN**  
N.T.S.



**7 ACCESSIBLE SIGNAGE**  
N.T.S.



**8 BICYCLE RACK DETAIL**  
N.T.S.



**BICYCLE RACK LAYOUT**

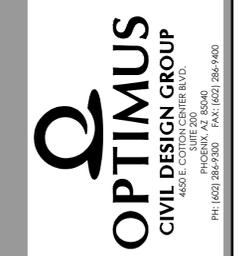
SA 12-16-XXXX  
REF #S: SA 9-11-00002,  
ORD. # 2011-061, SA 12-15-00010



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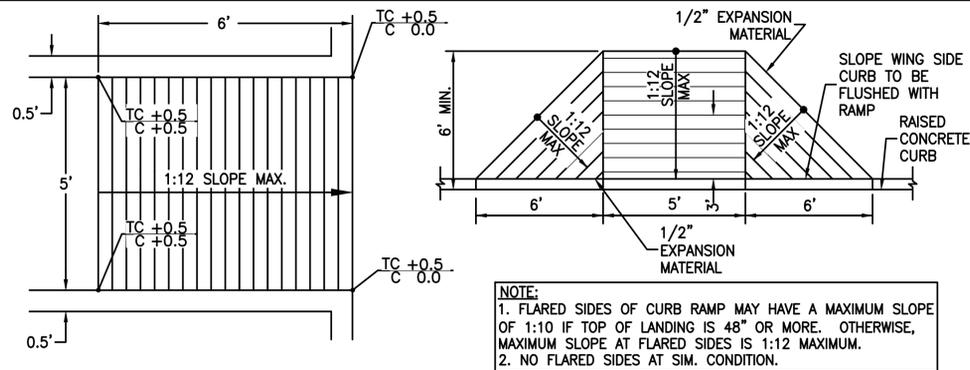
**DEVELOPMENT PLAN/TENTATIVE PLAT  
THE CROSSING AT SAHUARITA  
DETAILS SHEET**

A PORTION OF LA JOYA VERDE BLOCK F (BOOK 47 AT PAGE 6)  
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35,  
T. 17 S., R. 13 E., OF THE GILA AND SALT RIVER MERIDIAN,  
TOWN OF SAHUARITA, PIMA COUNTY, ARIZONA

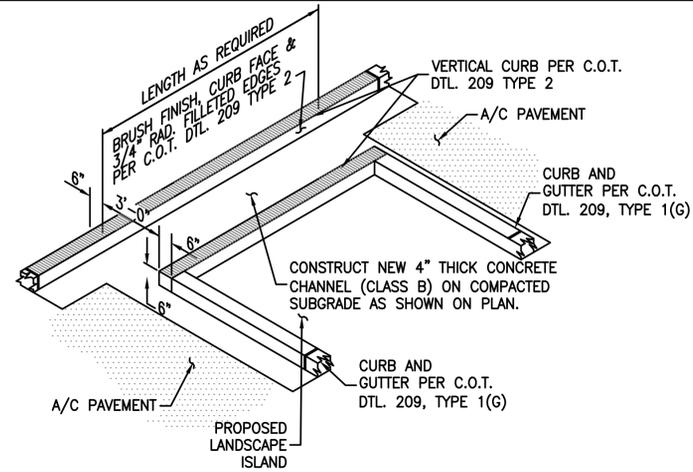


DESIGNED: AJR  
DRAWN: JS  
CHECKED: JDB  
DATE: 10/13/16  
JOB NO.: 161248

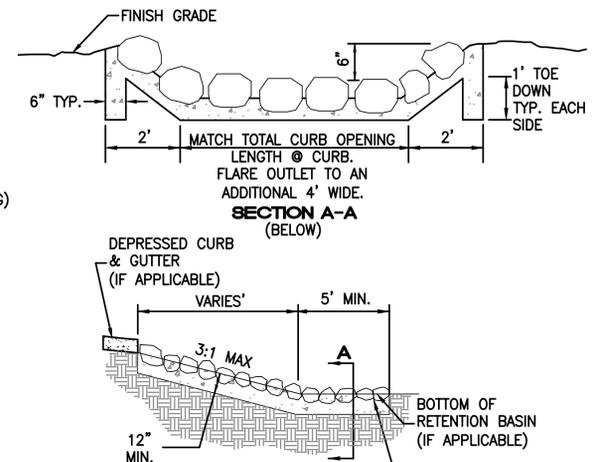
DRAWING NO  
**DP-11**  
11 of 13



**1 ACCESSIBLE RAMP DETAIL (TYP.)**  
DP-12 (REF. ICC A117.1) N.T.S.



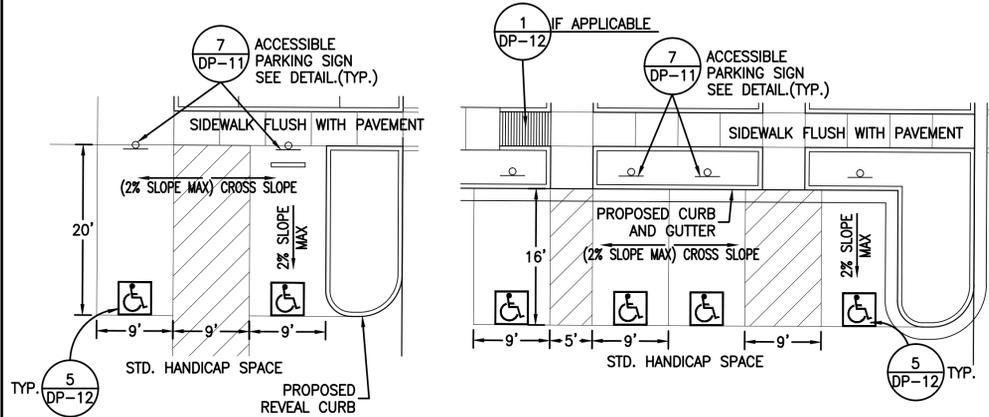
**2 3' WIDE CONCRETE SPILLWAY**  
DP-12 N.T.S.



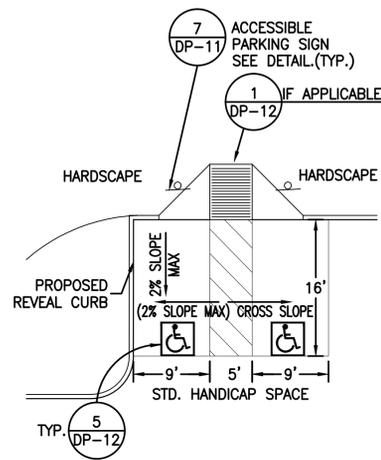
**3 EROSION PROTECTION**  
DP-12 N.T.S.

DEPRESSED CURB & GUTTER (IF APPLICABLE) VARIES' 5' MIN. 3:1 MAX. 12" MIN. BOTTOM OF RETENTION BASIN (IF APPLICABLE)

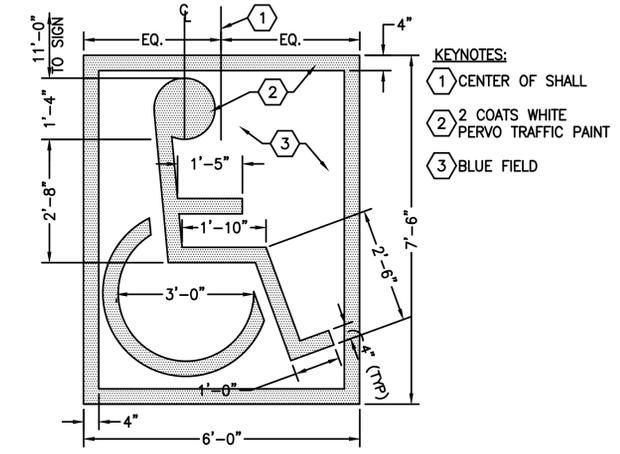
D<sub>60</sub>=6" GROUTED RIPRAP. RIPRAP TO BE COATED WITH RETARDANT AND HAND PLACED HALF WAY DOWN IN 12" THICK CONCRETE PAD. WASH EXCESS CONCRETE OFF ROCK SURFACE TO EXPOSE NATURAL ROCK COLOR. DO NOT INSTALL ROCK FIRST THEN GROUT, AS IT WILL NOT BE ACCEPTED. EXTEND RIPRAP 2' PAST SIDES OF DEPRESSED CURB INLET. ROCK TO MATCH SITE SAMPLE.



**4 PARKING SPACE DETAILS**  
DP-12 N.T.S.



**5 INTERNATIONAL SYMBOL OF ACCESSIBILITY**  
DP-12 N.T.S.



**6 BASIN OUTLET WEIRS**  
DP-12 N.T.S.

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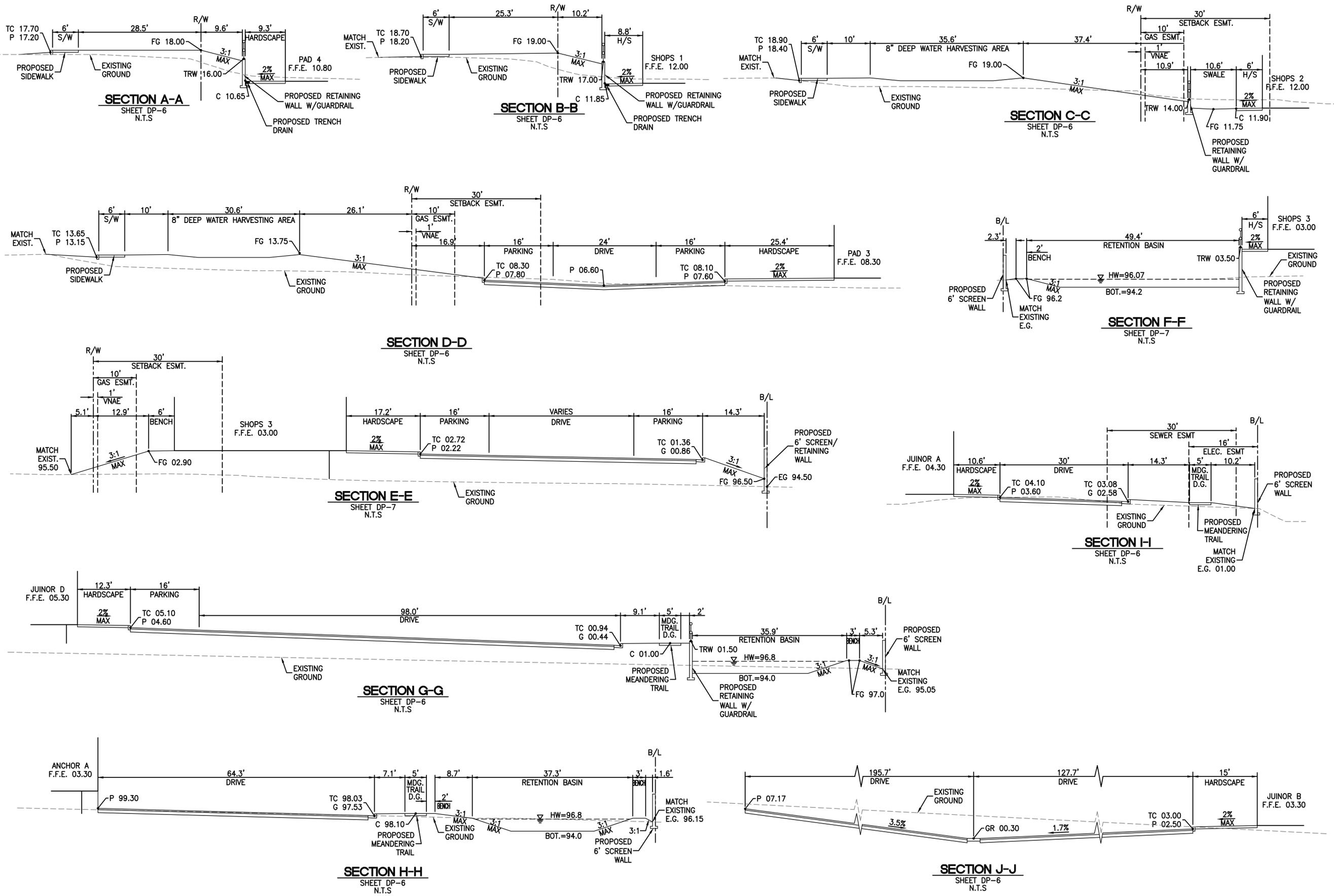
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JOB NO.: 161248

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**DP-12**  
12 OF 13

SA 12-16-XXXX  
REF #'S: SA 9-11-00002,  
ORD. # 2011-061, SA 12-15-00010



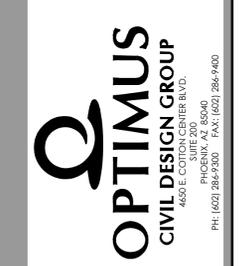
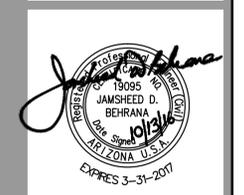
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**DP-13**  
13 OF 13

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