




MEMORANDUM

DATE: March 6, 2024
For March 21, 2024 Hearing

TO: John Iurino
Zoning Examiner

FROM: Kristina Swallow 
Planning & Development Services
Director

SUBJECT: REZONING – ESTABLISHMENT OF ORIGINAL CITY ZONING
PLANNING & DEVELOPMENT SERVICES REPORT
TP-ENT-0124-00003 Cody, Gabriel, Jay Annexation District
Pima County CI-2, RH to City of Tucson I-2, RH (Ward 4)

Issue – This is an application by the City of Tucson to establish Original City Zoning on recently annexed parcels. The parcels are located on the edges of the H2K PAD located north of I-10, east of Houghton Road, and west of Colossal Cave Road (see Case Location Map). Original City Zoning is required by Arizona Revised Statutes (ARS) Title 9-471.L and the Unified Development Code (UDC) Section 4.6.

ARS Title 9-471.L: “A city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.”

UDC 4.6: “The applicable zoning standards on land annexed into the City, unless otherwise stipulated in the annexation ordinance, shall continue to be the county zoning standards applicable to the property prior to annexation until such time they are replaced by City standards. City zoning standards shall be placed on annexed land within six months of the date of annexation. Zoning standards, zones, overlay zones, and City Zoning Maps are extended to the annexed land in accordance with Section 3.4.4, Mayor and Council Special Exception Procedure.”

The established procedure is to “translate” the County Zoning in place before annexation, into the most appropriate City zoning classification. Lawful existing development will be allowed to continue. Property status regarding non-conforming uses and structures will be determined as needed on a case-by-case basis.

Applicant’s Request – Establish Original City Zoning for annexed parcels totaling approximately 302 acres.

Neighborhood Meeting – The applicant held a required neighborhood meeting on January 17, 2024 to discuss the Original City Zoning as well as the related Modification to the H2K PAD. 13 people attended the meeting. There were no questions on the Original City Zoning component.

Planning & Development Services Recommendation – The Planning & Development Services Department recommends approval of the I-2 and RH zoning to establish the Original City Zoning, and the addition of segments of Colossal Cave Road to the Major Streets and Routes Overlay where it crosses the OCZ area, designated as an Arterial Scenic Road, subject to the pre-annexation development agreement between the applicant and the City of Tucson.

Background Information

The Cody, Gabriel, and Jay Annexation Districts, consisting of approximately 302 acres of real property, are located adjacent to the existing 2,160-acre H2K PAD, approved by Mayor and Council in 2022. Cody is located on the east side of the PAD, on the west side of Colossal Cave Road. Gabriel is located at the southern tip of the PAD, at the northwest corner of Colossal Cave Road and I-10. Jay is located at the northwest of the PAD, east of Houghton Road and adjacent to the Cactus Country RV Resort. The three annexation districts consist of undeveloped property and are within the obligated water service area for Tucson Water.

A public hearing for the annexation was held May 23, 2023. At the close of the public hearing, Mayor and Council directed staff to proceed with the annexation.

The annexation districts are owned by the Arizona State Land Department (ASLD). ASLD believes annexation is beneficial as it will increase acreage of the contiguous area of industrial land in order to assist in attracting potential projects that can contribute to the Tucson economic and employment base. The annexed parcels also serve as a buffer area between the H2K PAD's more intensive uses and the adjacent residential neighborhoods and elementary school on Colossal Cave Road.

Water service shall be provided only upon completion of the annexation. Tucson Water maintains the existing infrastructure in the area to support development. Any required improvements shall be funded by the developer.

Annexation of vacant or mostly vacant land allows the City of Tucson to manage the plan review, permitting, and development process. Property developed within the City is subject to permit fees, impact fees, and construction sales tax. Owners of real property within the City may be subject to use tax, utility tax, property tax, and commercial lease tax.

Existing Land Uses:

Entirely vacant land.

Surrounding Zones and Land Uses:

Cody Parcel:

North: County CR-5, residential land use
East: County CMH-1, CB-1, mobile home and retail land use
South: City H2K PAD, vacant
West: City H2K PAD, vacant

Gabriel Parcel:

North: H2K PAD, electric substation
 East: County RH, vacant. Colossal Cave Road, a County Medium Arterial Roadway
 South: County RH, Interstate 10 easement
 West: County RH, Interstate 10 easement

Jay Parcel:

North: County CR-1, vacant. Contains railroad easement
 East: County CR-1, vacant. Contains railroad easement
 South: H2K PAD, vacant.
 West: County TH, mobile home park

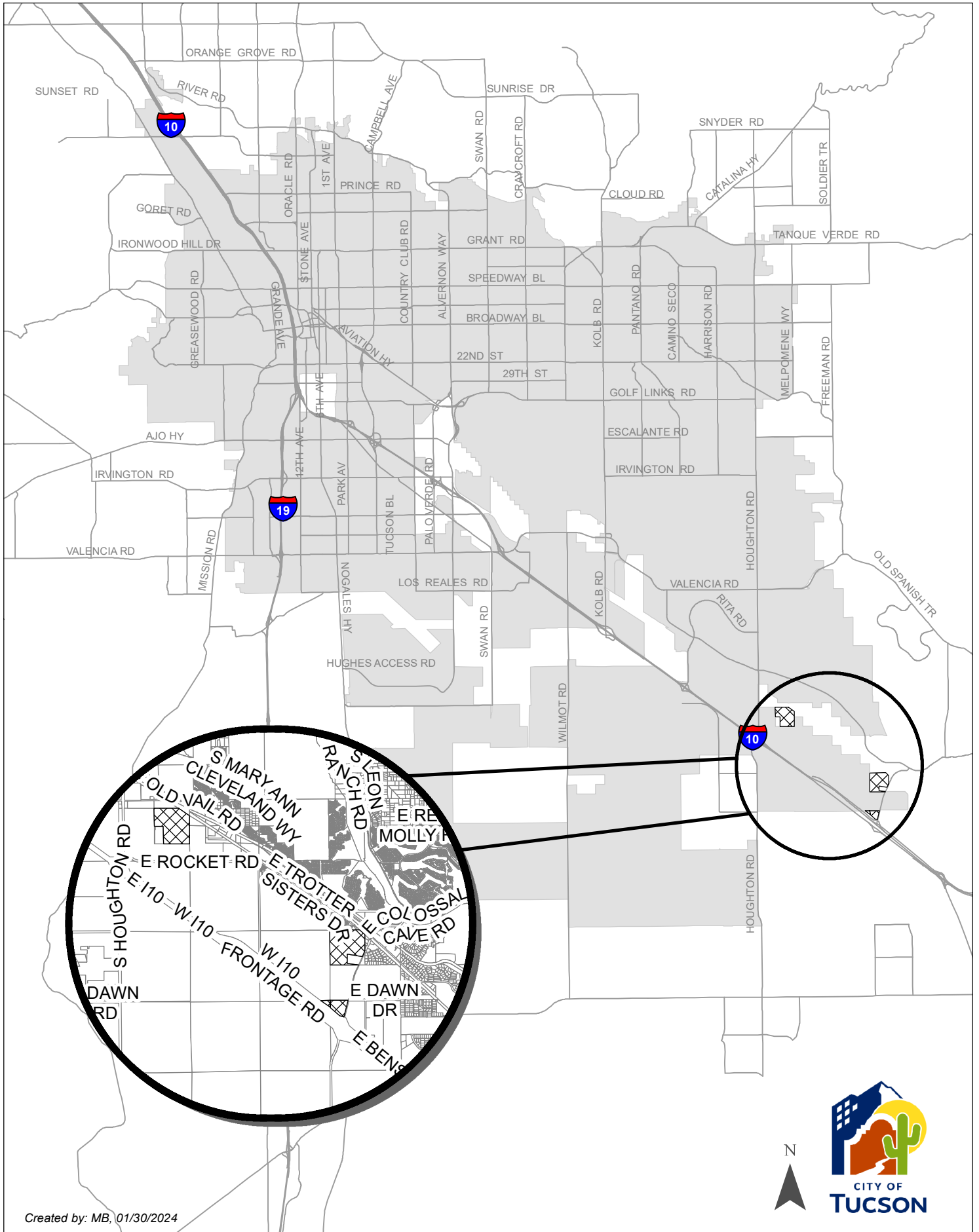
Zoning Translation with Descriptions

County Zone	Zone Description	City Translation	Zone Description
CI-2	General Industrial	I-2	Heavy Industrial
RH	Rural Homestead	RH	Rural Homestead
County MS&R	Colossal Cave Road, medium volume arterial 150 feet	City MS&R	Colossal Cave Road, arterial scenic route, 150 feet

Planning Considerations – Plan policies are not applied to Original City Zoning. Any future rezoning request for the annexed land must be in conformance with adopted land use plans.

Conclusion – Consistent with Arizona State Statute and the Unified Development Code, the City’s translation of Zones provided above are the most comparable to the Pima County zones, and do not permit densities and uses greater than those permitted by the county. Translation to the City zones with conditions to reflect pre-annexation and development agreements between City of Tucson and the applicant as recommended, is the appropriate translation from Pima County zoning to City of Tucson zoning.

TP-ENT-0124-00003 Cody, Gabriel, and Jay Annexation Districts



TP-ENT-0124-00003 Cody, Gabriel, and Jay Annexation Districts



 Area of OCZ: CI-2 & RH to PAD

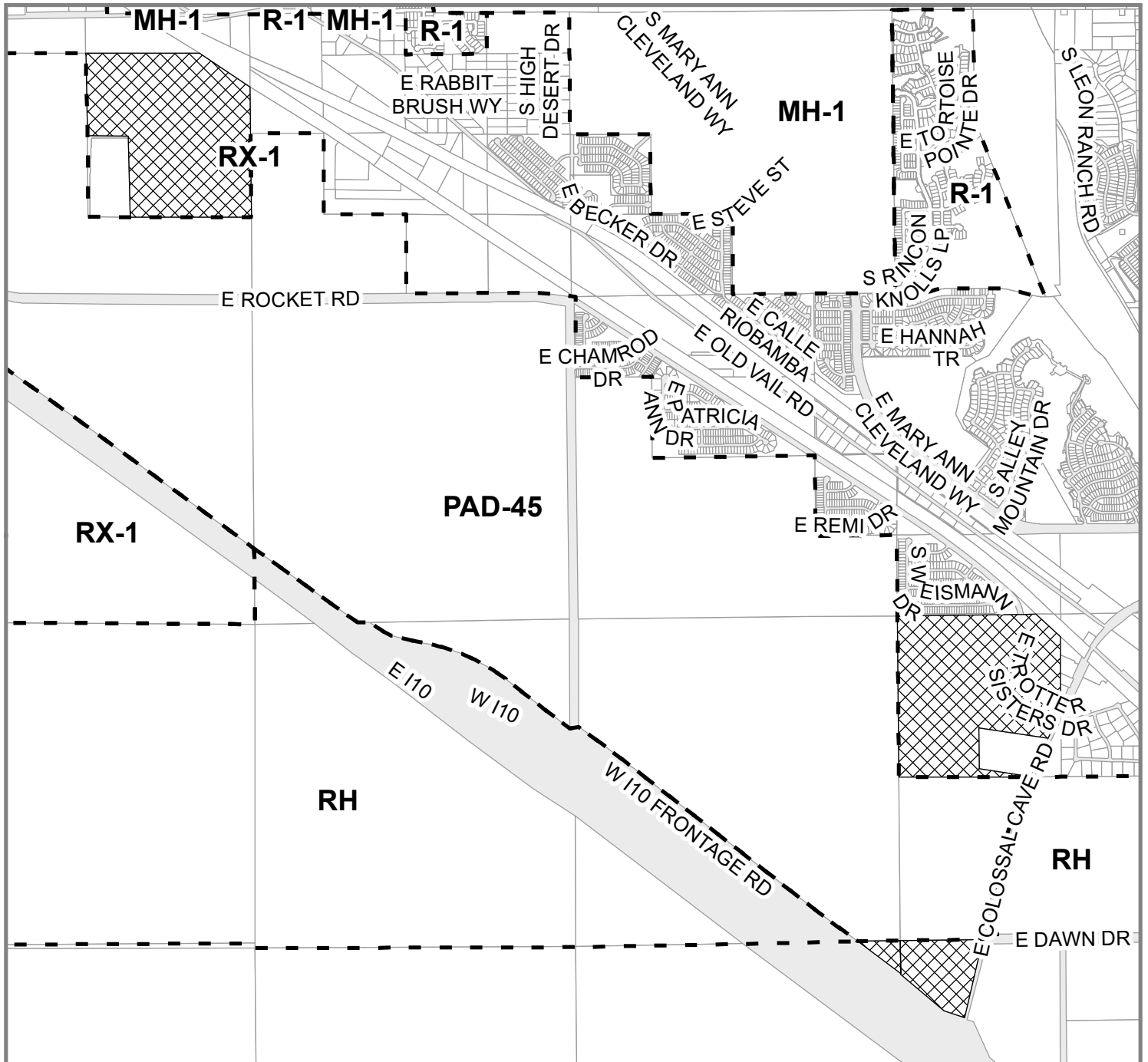
Ward: 4



0 1,100 2,200 Feet
1 inch = 2,257.34102 feet

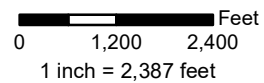


TP-ENT-0124-00003 Cody, Gabriel, and Jay Annexation Districts



Area of OCZ: CI-2 & RH to PAD

Ordinance _____
 Adoption Date _____



Ordinance becomes effective 30 days after adoption by Mayor and Council and when it is made available by the City Clerk.

Legal Description: See attached legal description

Director, Planning & Development Services Department





PLANNING & DEVELOPMENT SERVICES DEPARTMENT

ORIGINAL CITY ZONING APPLICATION

CASE NUMBER : _____ Name: _____

PART 1 GENERAL INFORMATION

OCZ Project Manager: Mike Czechowski Extension: 837-4058

Annexation Public Hearing date: _____ Vote: _____

Ordinance: _____ Adoption date: _____ Vote: _____

PART 2 PROPERTY INFORMATION

Current Zoning	Area (sq. ft or acres)	Current Development	Assessor Tax Code #	Ward
_____	_____	_____	_____	_____

(If more than one property, please list separately)

Current zoning violations on the property:

Will current development be in compliance with proposed City zoning?

Any development agreements on the property? If yes, please attach.

Is there a proposed development plan or site design? If yes, please attach.

PART 3 COUNTY INFORMATION

Please indicate if the property has any of the following and attach information requested:

- Plan Amendments (Case number & name, current status, purpose)
- Rezoning (Case number & name, current status, zoning from and to)
- Board of Adjustment cases/variances (Case number & name, current status, purpose)
- Any other conditions on the property

PART 4 OVERLAY ZONES

Current County Overlays

- Historic
- Airport Environs (AEZ)
- Conservation Land System (CLS)
- Hillside/Protected Peaks and Ridges
- Major Streets & Routes (MS&R)
- Gateway

Possible City overlay zones

- Historic District/Landmark
- Airport Environs (AEZ)
- Environmental Resource (ERZ)
- Wash Ordinance (WASH)
- Hillside (HDZ)
- Major Streets & Routes (MS&R)
- SCZ scenic corridor zone

PART 5 MAP INFORMATION

Please attach map with legal description.

PART 6 NOTIFICATIONS

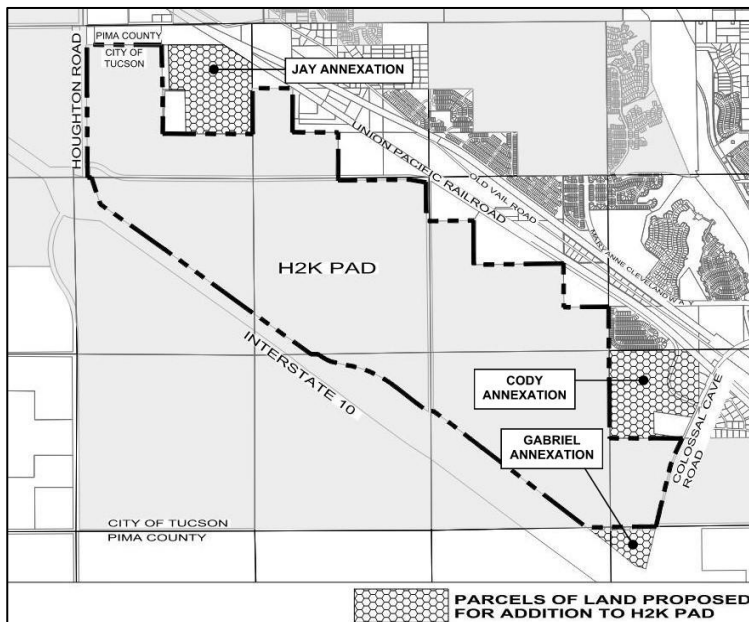
The project manager will receive notification of the Zoning Examiner public hearing and the scheduled Mayor and Council date. Please attach names and address' of anyone else that should receive notification.

January 2, 2024

Dear Neighbor:

The WLB Group and Lazarus & Silvyn are assisting the Arizona State Land Department (ASLD) and City of Tucson (“City”) in the potential annexation/original zoning of 302+/- acres (in 3 separate parcels shown below) adjacent to the H2K Planned Area Development (PAD) as well as the amendment to the PAD to include the 302+/- acres. The PAD was approved for the original 2160 acres by the Mayor and Council in July 2022. The sole purpose of this annexation and PAD amendment is to include the three parcels into the PAD. The only regulatory amendments to the PAD involve additional buffering requirements specifically for Acacia Elementary School. The boundaries of the H2K PAD and the property to be added are shown below.

The 302+/- acres is currently vacant and zoned a combination of low density residential (RH) and high intensity industrial (CI-2). As part of the annexation process and per Arizona Revised Statutes 9-471.L, the City is required to adopt city zoning classification for the 302+/- acres that permits densities and uses no greater than those permitted in the County immediately before the annexation. This is called “Original Zoning” and will be discussed at the neighborhood meeting.



In addition, ASLD is processing an amendment to the PAD to include the three annexation parcels. The permitted uses in these parcels would be the same park and light industrial uses already permitted in the PAD, which include manufacturing, wholesaling and other uses that are compatible with surrounding development. This will provide a larger, contiguous area of land that will assist in attracting users that would be a significant contributor to the Tucson economy and employment base.

As a nearby property owner or neighborhood association, we invite you to join our meeting on **January 17, 2024, at 6:30 pm at Empire High School, 10701 E. Mary Ann Cleveland Way, Tucson, AZ 85747** to learn more about the project. The meeting will include a discussion of Original Zoning, the PAD amendment proposal and review of the City’s rezoning process. There will be ample time for questions.

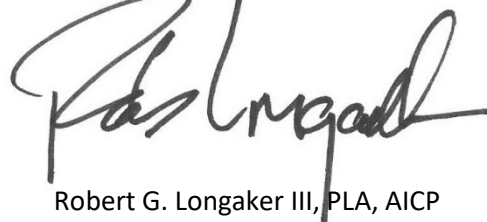
If you would like to personally speak with City staff regarding this matter, please contact John Beall via email at john.beall@tucsonaz.gov or at (520) 837-6966. If you have written comments, please submit them to the Planning and Development Services Director at 201 N. Stone Avenue, Tucson, AZ 85701.

If you have specific questions about the annexation, please contact Mike Czechowski via email at mike.czechowski@tucsonaz.gov or at (520) 837-4058.

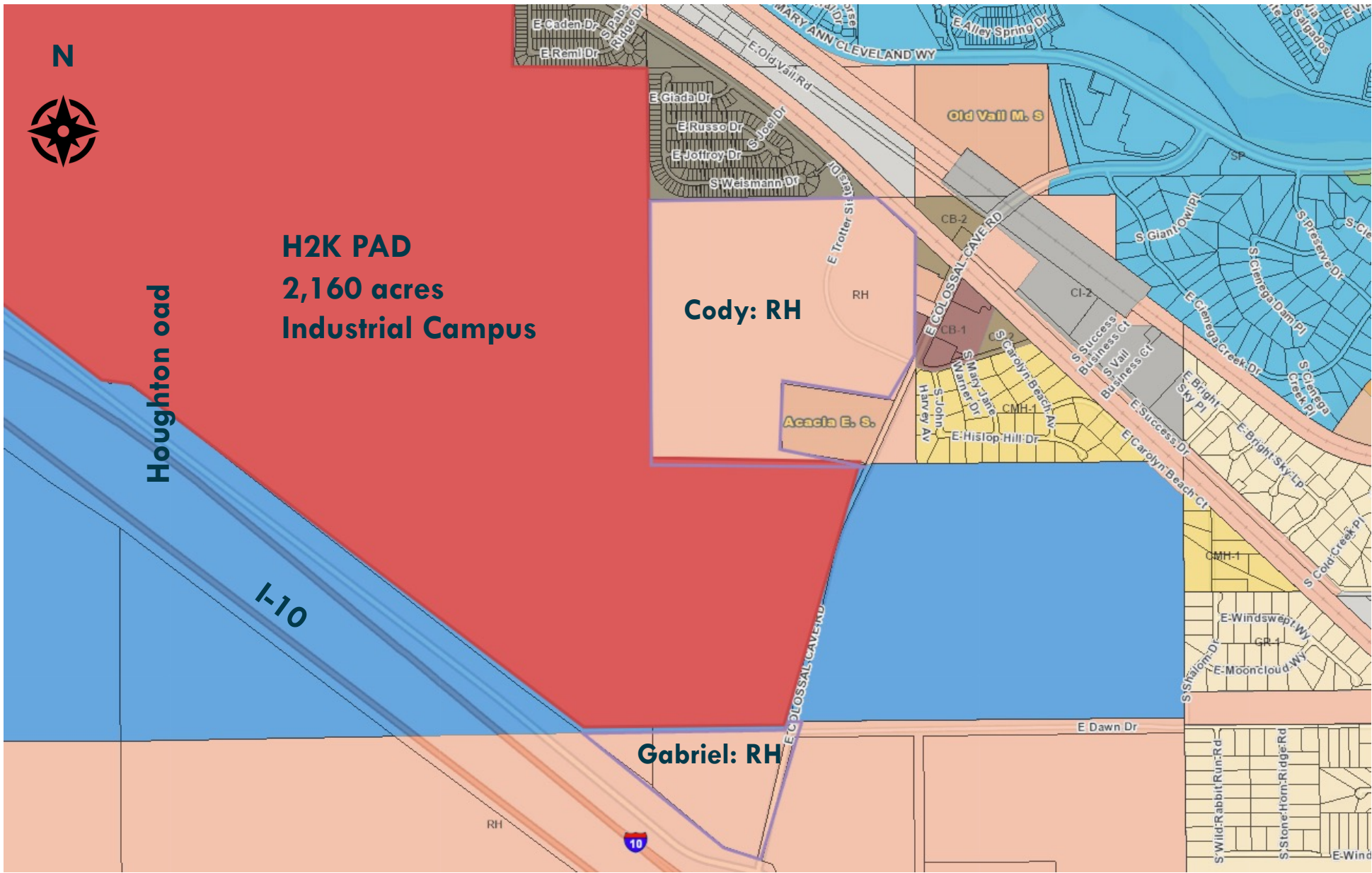
We look forward to answering any questions you might have at the neighborhood meeting. If you have any questions before the meeting, or if you cannot attend the meeting and would like to discuss the project, please contact either Keri Silvyn from Lazarus & Silvyn via email at ksilvyn@lslawaz.com or at (520) 207-4464, or Rob Longaker from The WLB Group via email at rlongaker@wlbgroup.com or at (520) 881-7480. Comments and questions may also be mailed to The WLB Group at 4444 East Broadway Boulevard, Tucson, AZ 85711.

Sincerely,

THE WLB GROUP, INC.

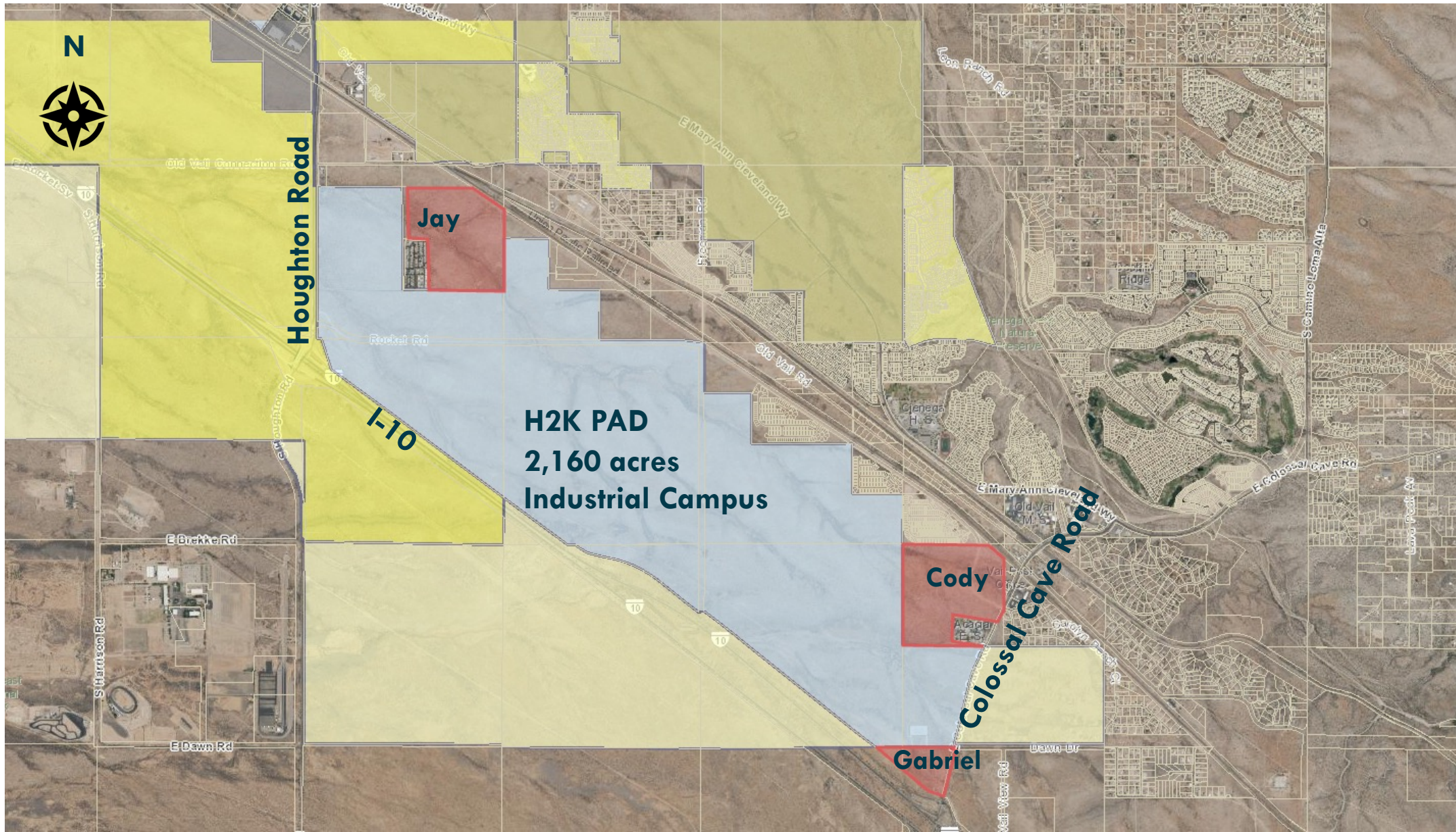


Robert G. Longaker III, PLA, AICP
Director of Planning



Cody & Gabriel Pima County Zoning: RH





H2K Planned Area Development (PAD)

**DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
CODY ANNEXATION**

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL B (A.P.N. 305-13-007C)

That portion of the Northwest quarter of Section 16, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All of the Northwest quarter of said Section 16, lying Westerly of Colossal Cave Road and Southwesterly of the Union Pacific Railroad;

AND A portion of Colossal Cave Road right of way and the said Northwest quarter described as follows:

BEGINNING at the Northeast corner of the parcel as defined in Docket 8793, Page 1804, Records of Pima County, AZ;

THENCE, along the Westerly right of way line of Colossal Cave Road to the intersection of said Westerly right of way line and the mid-section line of said Section 16;

THENCE, South along said mid-section line, through the right of way of Colossal Cave Road to the Easterly right of way line of said Colossal Cave Road;

THENCE, continuing south along said mid-section line, to the intersection of a line that is 45.00 feet East of and parallel with said Easterly right of way line and the mid-section line;

THENCE, southwest on a line that is 45.00 feet East of and parallel with said Easterly right of way line to the intersection of a line that is perpendicular to the right of way line of said Colossal Cave Road;

THENCE, northwest on a line that is perpendicular to said right of way to the point of beginning.

Excepting from said Northwest quarter that portion conveyed to the Vail School District No. 20 per said Docket 8793, Page 1804;

APPROXIMATE AREA contains 137.2 acres of land, more or less.

THE WLB GROUP, INC.

Peter D. Cote, RLS 44121



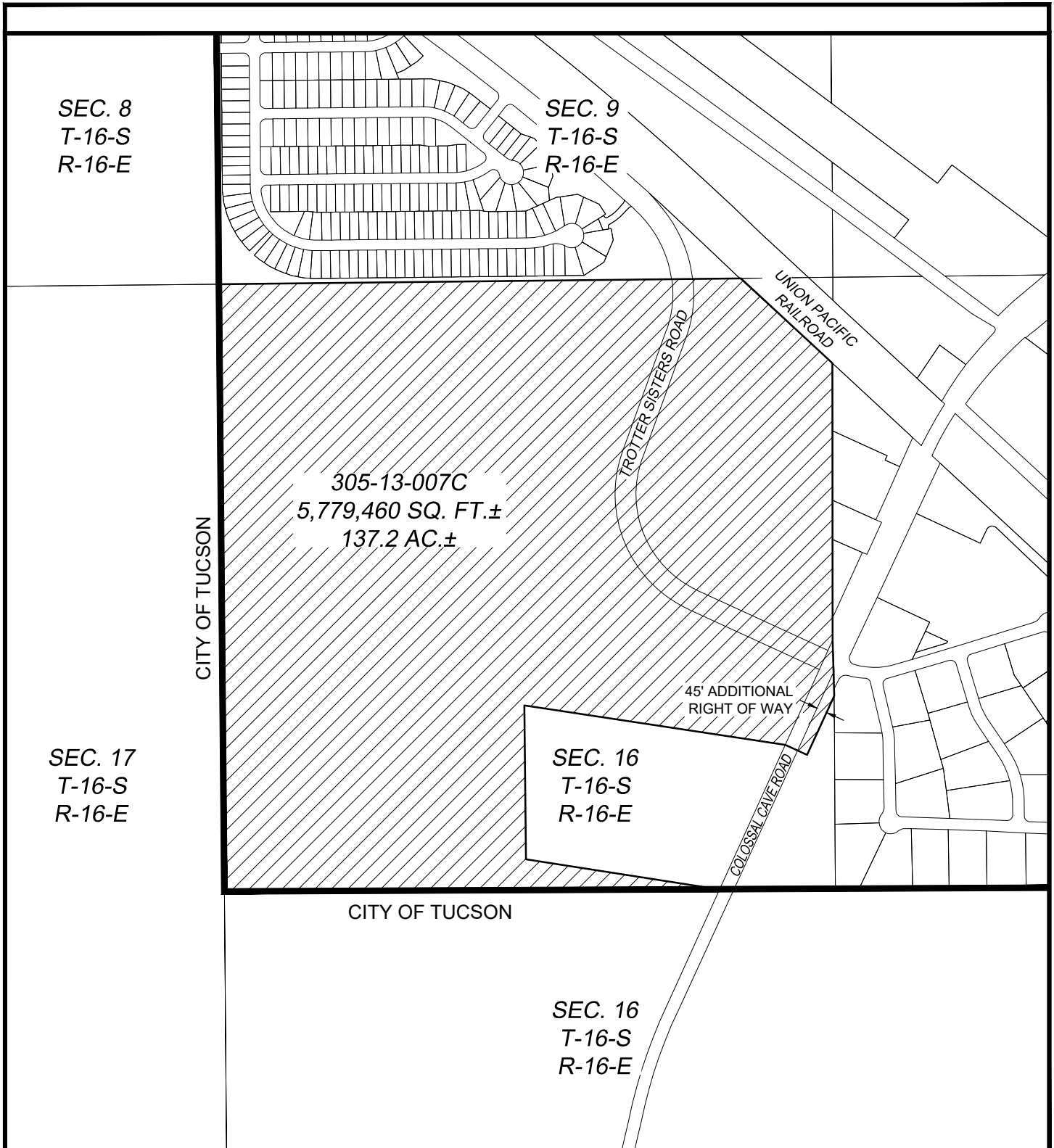




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
CODY ANNEXATION
A PORTION OF SECTION 16, T16S, R16E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND

 AREA TO BE ANNEXED
(137.2 AC. ±)

 EXISTING CITY OF
TUCSON INCORPORATED
LIMITS PER ORDINANCE
NUMBER 8616



Pima County	Definition	Primary Use	Minimum lot area	Maximum Height	Tucson	Definition	Primary Use	Minimum lot area	Maximum Height
CI-2	General Industrial	Manufacturing, Salvage Yards	None	54 feet	I-2	Heavy Industrial	Manufacturing	none	140 feet
RH	Rural Homestead	Low density, residential	180,000 sf	34 feet	SH	Suburban Homestead	Low density, residential	180,000 sf	30 feet

* Per A.R.S. § 9-471 Section L: A city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.

Projected Translation Zoning*



DATE: 1-19-2024

City of Tucson
Planning & Development Services
Rezoning Section
201 North Stone Avenue
PO Box 27210
Tucson, AZ 85726-7210

SUBJECT: Neighborhood Mailing Certification

ACTIVITY NUMBER:

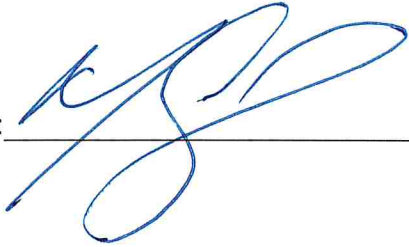
PROJECT LOCATION: Cody Annexation

This serves to place on record the fact that on January 2, 2024, Mike Czechowski
(date) (name)

mailed notice of the January 17, 2024 neighborhood meeting such that the notice was
(date of meeting)

received at least ten (10) days prior to the date of the meeting.

Signature: _____



Date: 1-19-2024

Attachment: copy of mailing labels

Name	Address	City, State, Zip
Regina Ror	255 W. Ala	Tucson, AZ 85701
Nikki Lee -	8123 E. Po	Tucson, AZ 85730
Richard G.	4300 S. Pai	Tucson, AZ 85714

SIGN IN SHEET

H2K PAD AMENDMENT-NEIGHBORHOOD MEETING

JANUARY 17TH, 2024



NAME	PHONE	EMAIL ADDRESS	ADDRESS
Dennis Luebbert	(520) 444-9756	denlue1@proton.me	361 N. DEL SUR DR VAIL, AZ 85441
JOSE CORPUS		corpustos@gmail.com	113035 WEISMAN DR
JENN MADDOX		jennmaddox@gmail.com	13610 E MOONCLOUD WAY
Kevin Carney		carneyk@vail school district.org	
Bobbie Humberg	—	—	—
Allan Mancuso	520-574-3000	info@cactuscountryrvpark.com	CACTUS COUNTRY RV RESORT
LINDA BROADWATER	520 405-1356	lp.broadwater@aol.net	
Teresa Smith	ward 4		
Nikki Lee	''		
Callie Tippett	520-271-4312	ctippett@cox.net	13323 E. Almond Crest Dr. VAIL AZ 85674
Jam Carney	520-343-8507	carneyj@vail school district.org	11285 E KENTON WAY VAIL AZ 85674
AL WIRUTH	520 574 1189	9982 E Paseo San	ALWIRUTH1@YAHOO.COM BERNARDO TUCSON
Lewis	951-627-5119		12875 EKUSSO

Cody Original City Zoning Neighborhood Meeting
Tuesday, January 17, 2024
6:30 pm-8:30 pm
Empire High School
10701 E. Mary Ann Cleveland Way

Staff present:

1. Mike Czechowski, Economic Initiatives Senior Project Manager

Notes:

Joint presentation with Property owner and owners representatives to discuss Original City Zoning for Jay, Cody, and Gabriel Annexation areas, as well as H2K PAD Amendment. Attendees were there to primarily discuss the rezoning proposal.

No discussion on Original City Zoning.

Sincerely,



Mike Czechowski, CEcD
Economic Initiatives Senior Project Manager
520-837-4058

CERTIFICATE OF CLERK

City of Tucson

State of Arizona }
County of Pima } ss

I, Suzanne Mesich, the duly appointed and qualified City Clerk of the City of Tucson, Arizona, do hereby certify pursuant to Tucson Code § 2-102 that the following is a true and correct copy of Mayor and Council Resolution No. 23614, with Exhibits, which was passed and adopted by the Mayor and Council of the City of Tucson, Arizona, at a meeting held on May 23, 2023, at which a quorum was present.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Tucson, Arizona on August 23, 2023.

Total of 22 page(s) certified.

M. Salamant
for City Clerk

ADOPTED BY THE
MAYOR AND COUNCIL

May 23, 2023

RESOLUTION NO. 23614

RELATING TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENTS; AUTHORIZING AND APPROVING THE EXECUTION OF A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TUCSON AND STATE OF ARIZONA ACTING BY AND THROUGH THE STATE LAND COMMISSIONER, OWNER OF PARCEL NOS. 305-02-005C, 305-13-007C, 305-84-002C AND THE PORTION OF PARCEL 305-13-0100 LOCATED NORTH OF INTERSTATE 10 (I-10).

WHEREAS, the City of Tucson and State of Arizona, owner of Parcels 305-02-005C, 305-13-007C, 305-84-002C, and a portion of Parcel 305-13-0100 located north of I-10, have reached a Pre-Annexation and Development Agreement (PADA), attached as Exhibit 1 to this Resolution and incorporated by this reference, for the property whose location and boundaries are shown on the map attached as Exhibit A to the PADA; and

WHEREAS, the execution of this PADA is in the best interests of the City of Tucson:

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

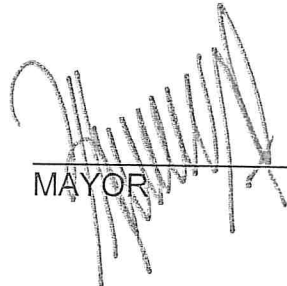
SECTION 1. The PADA between the City of Tucson and the State of Arizona, owner of Parcels 305-02-005C, 305-13-007C, 305-84-002C, and a portion of Parcel

305-13-0100 located north of I-10 (with its Exhibit A), attached as Exhibit 1 to this Resolution, is authorized and approved.

SECTION 2. The Mayor is authorized and directed to execute the PADA for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

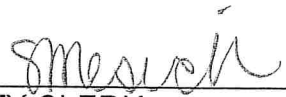
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, May 23, 2023.




MAYOR

ATTEST:




CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

CA/dg
05/10/2023

When recorded, return to:

Office of the Tucson City Attorney
City Hall Tower
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

This PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is made by and between the City of Tucson, an Arizona municipal corporation (the "City"), and the STATE OF ARIZONA (the "Owner"), acting by and through the State Land Commissioner (the "Commissioner"), pursuant to the authority of A.R.S. § 9-500.05. The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the annexation and development of such property and establishing certain development rights therein. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the City; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

B. The Owner is the owner of approximately 326 acres of real property located in Pima County, Arizona, with parcel numbers 305-02-005C, 305-13-007C, 305-84-002C, and the portion of parcel 305-13-0100 located north of I-10 (the "Property"). Exhibit A is a map and legal description of the Property. The Property is land granted to Owner in trust by the Arizona-New Mexico Enabling Act (the "Enabling Act") and administered by the Commissioner and State Land Department (the "Department") in the best interest of the State Land Trust (the "Trust") created by Article 28 of the Enabling Act. The City acknowledges that the Arizona Legislature granted the Commissioner final authority to determine the appropriate uses of the State Trust Lands. The City further acknowledges that any agreement permitting the City to annex the Property and any future uses of the annexed Property must serve the best financial interests of the Trust as determined by the Commissioner. ASLD's mission is to manage the State Trust Lands for that purpose,

consistent with sound stewardship, conservation, and business management principles.

C. The Property is currently situated outside of the existing corporate limits of the City. Under the Pima County zoning ordinance, the Property is currently zoned RH and CI-2.

D. The Property is situated directly adjacent to over 2000 acres of State Trust Land located within the City limits that was rezoned by the City Mayor and Council on July 12, 2022 as the H2K Planned Area Development ("PAD"). The Property was not included in the PAD because it is currently located within the County. Simultaneously with this annexation, the PAD will be amended to include the Property within the PAD.

E. The City desires to extend and increase its corporate limits by annexation of the Property and other adjoining properties. Due to the configuration of the Property, this annexation will be accomplished by three concurrent annexation processes, all of which will be scheduled, considered and adopted by the City on the same Mayor and Council formal agendas for the same meetings. Any reference below to "annexation" applies to all three annexations.

F. The Owner has established guidelines for the annexation of Trust Lands. In those guidelines, the Department requests the municipality identify specific benefits to the Trust that will result from the proposed annexation, including, among other factors, a description of the development and entitlement agreements that would be included in the annexation, the proposed General Plan land use designations, density and zoning, and a timeline for initiating the zoning upon annexation.

G. The City has identified the following specific benefits that will result to the Trust if the Owner agrees to permit the annexation of the Property into the City: (i) providing water and other high quality municipal services to the Property; (ii) entitling the Property for employment and industrial uses that are appropriate for lands adjacent to I-10 and rail by amending the PAD to include the Property (the "Future Zoning"); and (iii) using reasonable efforts to expedite the City's development approval processes for Owner's purchasers, lessees, assigns and other successors in interest with respect to the Property (collectively, the "Successors").

H. In addition, the Trust shall benefit from the Future Zoning (as defined and described below). The City acknowledges that the development of the Property in accordance with the best interest of the Trust requires that the Owner have assurances from the City, before the Owner approves the City's annexation request, that the City will not hinder the Owner in the development of the Property, and that if and when the Owner seeks to sell or lease the Property for development, the ultimate land uses and densities on the Property will be consistent with the Future Zoning.

I. In exchange for the City's agreeing to provide the Owner with the foregoing specific benefits, the Commissioner agrees to accept and process the City's request for annexation. The State Selection Board (the "Selection Board") has already considered and approved annexation of the Property on December 15, 2022.

J. The Parties acknowledge that legislative decisions by the Mayor and Council, including the adoption of the Annexation Ordinance, Original City Zoning, and Future Zoning, are discretionary acts that are taken in the public interest.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated: The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated by this reference.

2. Annexation: The City shall undertake to perform all necessary acts and procedures set forth in A.R.S. § 9-471 et seq. so that the Property shall be annexed by the City and included within the corporate limits of the City.

2.1. Annexation Petition. In furtherance of Annexation of the Property, the City will hold the first public hearing for Annexation no later than August 31, 2023. Owner shall sign the annexation petition (the "Petition") provided the Owner is satisfied with the final report and recommendation of the City's Zoning Examiner to Mayor and Council relating to the Original City Zoning for the Property and Future Zoning (collectively, the "Z.E. Reports"), as described below in Sections 3.2 through 3.4. The City acknowledges that Owner may choose not to sign the Petition if, in its sole discretion, Owner is not satisfied with the Z.E. Reports, in which case this Agreement shall automatically terminate and be of no further force or effect. Once the City has received the signed Petition, City shall perform all necessary acts and procedures to submit the Annexation to the Mayor and Council for consideration, subject to and conditioned upon the provisions of this Agreement.

2.2. Annexation Date. The City will schedule Annexation Ordinance adoption for Mayor and Council approval at a Mayor and Council meeting no later than forty-five (45) days after Owner has submitted the signed Petition, pursuant to Section 2.1, above, and shall schedule the Annexation Ordinance, Original City Zoning and Future Zoning adoptions all at the same Mayor and Council meeting.

2.3. Failure to Adopt Annexation. Nothing herein shall limit the legislative discretion of the Mayor and Council in considering whether to adopt the Annexation. In the event the Mayor and Council reject the proposed Annexation, this Agreement shall automatically and immediately become null and void. Additionally, in the event the Mayor and Council have not adopted the Annexation Ordinance within forty-five (45) days after Owner has signed and submitted the Petition to the City, the Mayor and Council shall not take any further action in furtherance of Annexation based on the previously filed Petition and this Agreement shall automatically and immediately become null and void, unless requested in writing by Owner to extend this deadline by another forty-five (45) days.

The Owner agrees that during the term of this Agreement, the Owner shall not voluntarily seek to have the Property become annexed or otherwise become included

within any Arizona city or town other than the City of Tucson.

3. Zoning.

3.1. City Zoning Classifications for the Property. The City and the Owner acknowledge that A.R.S. § 9-471(L) requires that the City initially zone lands annexed to the City for land use densities and intensities no greater than the previously existing County zoning for such lands. The City and the Owner further acknowledge that the nearest equivalent City classification for the existing Pima County zoning of the Property is the City's RH for the portion of the Property currently zoned RH and I-2 for the portion of the Property currently zoned CI-2. ("Original City Zoning"). Owner desires to amend the PAD to include the Property as Future Zoning for the Property as described in Recitals D and G and Section 3.3 below.

3.2 Original City Zoning. Original City Zoning for the Property shall proceed on the same timeline as the Future Zoning (as provided below in Section 3.3 and 3.4) but shall not be considered by Mayor and Council until after consideration of the Annexation Ordinance and prior to consideration of the Future Zoning. The City shall process the Original City Zoning in compliance with Sections 3.5.1 and 3.5.3 of the Unified Development Code of the City of Tucson, Arizona ("UDC"), with all required procedures provided for such action by the applicable state enabling provisions established in A.R.S. §§ 9-462.04 and 9-471 (L).

3.3 Future Zoning. The Owner will be processing the Future Zoning in compliance with State law and the UDC. The PAD that currently exists adjacent to the Property provides a zoning district with distinct regulations as adopted by Mayor and Council in July 2022, and has land use regulations different from the zoning regulations applicable to other zoning districts. In order to develop the Property as intended and in conjunction with the other contiguous ASLD holdings, the PAD will be amended to include the Property within the PAD boundaries and subject to those regulations. Pursuant to Section 2.1, above, the Owners are under no obligation to annex whatever the outcome of the PAD amendment process.

3.4 Zoning Procedure. Owner and City will process the Future Zoning and Original City Zoning pursuant to all State and local regulations. The Original City Zoning and Future Zoning shall be heard by the City's Zoning Examiner no later than October 31, 2023. The City confirms that the Future Zoning is in compliance with all applicable City General Plan documents.

3.4.1. The City shall process the Future Zoning application for action by the City's governing body in accordance with Sections 2.2, 3.5 and 3.6 hereof and all required procedures provided for such action by applicable state enabling provisions and the UDC. If the Z.E. Reports are not published by November 15, 2023, Owner shall have the right to terminate this Agreement by written notice to the City, in which event this Agreement shall be of no further force or effect.

3.4.2. Pursuant to Section 2.1, above, the Owner is under no

obligation to annex whatever the outcome of the Future Zoning Report. The Parties acknowledge that the City's approval of the Original Zoning and the Future Zoning and the approval of the Annexation are legislative acts which are solely in the discretion of the Mayor and Council based upon the public health, safety and welfare. Nothing herein limits or conditions the exercise of this legislative authority.

3.4.3. The City shall schedule for consideration and adoption an ordinance accomplishing the Annexation on the same agenda as consideration and adoption of the Original Zoning and Future Zoning.

3.4.4. If the Owner does not agree with the Z.E. Reports, Owner may either (i) request reconsideration pursuant to UDC Section 3.5.3.1.3.c to permit discussions between the parties to resolve the differences, or (ii) determine that the Owner's issues with the Z.E. Reports cannot be resolved, and decline to sign the Annexation petition pursuant to Section 2.1, above.

3.5 Original and Future Zoning Fees. All Original Zoning and Future Zoning fees shall be deferred by the City until an ASLD Successor assumes control of the property.

3.6 Mayor and Council Consideration. The Annexation Ordinance, Original City Zoning, and Future Zoning shall be considered as a single Mayor and Council regular session agenda item that may be approved by the Mayor and Council in one motion. At the request of Owner, Mayor and Council shall schedule the Annexation, the Original Zoning, and the Future Zoning as a study session item on the same meeting date as those actions are scheduled for consideration on a regular session agenda. If at the conclusion of the study session and before Mayor and Council commences affirmative legislative action on the Annexation Ordinance, Owner determines that Mayor and Council will deviate from the Original Zoning or Future Zoning in a manner which negatively affects Owner's ability to use the Property, Owner may either (i) request the Mayor and Council continue its hearing and action on the Annexation and Original Zoning for a minimum of thirty (30) days to permit discussions between the Parties to resolve the differences, which request shall not be unreasonably denied; or (ii) withdraw its signature from the Annexation Petition.

3.7 Challenge and Referral. If, after Mayor and Council adopt the Annexation Ordinance, Mayor and Council do not adopt the Future Zoning or adopt Future Zoning for the Property that differs from the Future Zoning in the Z.E. Reports which was the basis for the Owner's signing of the Petition under Section 2.1, above ("Inconsistent Future Zoning"), Mayor and Council hereby grant the City Attorney's Office the legal discretion to not challenge any petition brought by the State Land Department pursuant to A.R.S. § 9-471©. If any person, other than a Party, files a verified petition with the City challenging the validity of the Future Zoning or this Agreement within the Thirty Day Post Adoption Period after the City has adopted Inconsistent Future Zoning; or a referendum referring the Inconsistent Future Zoning for any portion of the Property is initiated within the Thirty Day Post Adoption Period, Owner and the City shall promptly within the Thirty Day Post Adoption Period meet to discuss in good faith the challenge

or referendum, provided, however, that neither Party hereto by agreeing to meet to discuss the challenge or referendum is thereby waiving its rights under this Agreement. If the legal representatives of the Parties are able to reach an agreement on a course of action in response to the third-party petition, such agreement may be memorialized by a memorandum signed by the Mayor of Tucson and the Director of the State Land Department.

3.7.1 In the event that the City adopts Inconsistent Future Zoning, the City may challenge a petition filed pursuant to A.R.S. § 9-471(C) by a party other than Owner.

4. Water Service to the Property: Upon approval of overall water master plan, the City, through its water utility, Tucson Water, is willing and able to serve the Property with sufficient potable water for domestic consumption and fire suppression, subject to the provisions of the Tucson Code. If Owner's Successors elect to obtain water service from the City, then the City and Owner agree that the following terms will govern the provision of such service, unless these terms are superseded by a later agreement between the City and any Owner:

4.1 Off-Site Water Improvements: The Owner's Successors shall be responsible for any extensions or upgrades of Tucson Water mains/facilities as detailed in a separate *Agreement for Construction of Water Facilities under Private Contract*. This agreement will also detail any oversizing required by Tucson Water of the Owner's Successors and related reimbursements to the Owner's Successors by Tucson Water.

4.2 On-Site Water Improvements: The Owner's Successors shall be responsible for the construction of all on-site water distribution facilities in the approved overall water plans, according to the City's standard specifications and codes.

4.3 Payment of Fees: The Owner's Successors shall be responsible for payment of plan review fees, inspection fees, meter connection fees and any other generally-applicable fees established by the City's Mayor and Council.

5. Other Services. The City shall provide all other City services, including but not limited to sanitation and police, to the Property for the benefit of Owner and Owner's Successors in accordance with the City's standard regulations, policies and practices, to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.1 Economic Development Incentives: The Property is eligible to apply for the Primary Jobs incentive, Site Specific Sales tax, the Water Infrastructure Incentive, and any other eligible economic incentives for any future development.

5.2 Transaction Privilege Tax Spending: The City expects to generate substantial tax revenue from the annexation and subsequent development of the Property from the imposition of a variety of transaction privilege taxes. Within ten

(10) years from Owner's initial sale of the Property, but no more than 15 years from the adoption of the Annexation Ordinance, the City shall dedicate revenues collected from transaction privilege taxes to public improvements in the area, to be agreed upon by the Arizona State Land Department, City of Tucson relevant Ward Council Member, and the City Manager's Office. If the three entities are not able to reach a consensus decision on such public improvements, the City Manager's Office shall approve spending on public improvements in the area in the amount of collected transaction privilege tax revenues during such period.

6. Term and Effective Date. This Agreement shall be effective on the later date of the Parties' signatures below and shall remain in full force and effect until terminated as set forth herein. Notwithstanding any other Mayor and Council ordinance or policy, this Agreement shall terminate automatically twenty-five (25) years after the date of passage of the Annexation Ordinance. Furthermore, in addition to Owner's right to terminate this Agreement pursuant to provisions above, including but not limited to Sections 2.1, 3.4.4, and 3.6, in the event the Annexation Ordinance and Future Zoning are not approved by Mayor and Council by December 31, 2023, Owner shall have the right any time thereafter to terminate this Agreement upon thirty (30) days prior written notice to the City.

7. Vested Rights; Protected Development Rights. Subject to the provisions set forth in Section 11, below, the City agrees that upon adoption of the Future Zoning, and for the term of this Agreement, Owner and its Successors shall have a vested right to develop the Property in accordance with the Future Zoning and this Agreement. The rights established under this Agreement are attached to and run with the Property. This Agreement shall be interpreted and construed so as to preserve any vested rights and protected development rights respecting Owner, its Successors and/or the Property existing under this Agreement, the Future Zoning, and applicable law.

8. Subsequent Zoning Amendments. Owner anticipates, at this time, that the sale or leasing and development of the Property may occur over a period of years, perhaps in multiple phases, depending on the market and prospective users. Based on market conditions, industry factors, business considerations, and other matters beyond the control of the Parties, Owner may seek to amend the Future Zoning approved pursuant to the Zoning process described in Section 3, above. The Parties shall cooperate in good faith to agree upon, and use reasonable best efforts to process for consideration by Mayor and Council, any changes to the Future Zoning or this Agreement. Owner and the City agree that any further amendment to the Future Zoning shall be incorporated by reference into this Agreement with the same force and effect as Future Zoning as defined and as if set forth herein and shall not require corresponding amendment to this Agreement. Nothing in this Section shall be construed to limit Mayor and Council's discretion to accept or reject any proposed amendment to the Future Zoning. The City agrees to delegate to its Assistant City Manager the ability to meet and confer with Owner regarding minor changes or adjustments to the Future Zoning that are necessary or appropriate.

9. Review of Plans: The City acknowledges that Owner desires to ensure timely

review and approval of Owner's future development plans, plats for development, improvement plans and permits (collectively, "Plans") on the Property. To expedite the City's review of Owner's Plans, the City Manager shall designate a City employee or employees to serve as an ombudsman for the purpose of facilitating the review of Owner's Plans.

10. Regulation of Development. With respect to the development of the Property as contemplated by this Agreement, the Parties agree that the codes, ordinances, rules, regulations, permit requirements, exactions, fees, development fees (as governed by A.R.S. § 9-463.05), other requirements, and/or official policies of the City (collectively, the "City Regulations") which apply to the development of the Property shall be those City Regulations in existence and in force as of the date of adoption of the Annexation Ordinance and those City Regulations enacted, amended, or modified subsequent to that date and during the Term of this Agreement which meet one or more of the following criteria:

10.1 City Regulations that are consistent with, and which will not materially or adversely limit or change the development of the Property as contemplated by this Agreement, including the Future Zoning and any specific plans adopted for the Property.

10.2 City Regulations which Owner may agree in writing shall apply to the development of the Property

10.3 City Regulations enacted as necessary to comply with mandatory requirements imposed on the City by state or federal laws and regulations, including court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event any such mandatory requirements prevent or preclude compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the minimum permissible compliance with such mandatory requirements.

10.4 City Regulations reasonably necessary to alleviate legitimate threats to public health and safety, provided such City Regulations shall be applied uniformly and not arbitrarily to all areas that are subject to the similar threat.

10.5 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, dangerous building, and similar construction and safety related codes.

10.6 Amendments to such construction and safety codes generated by the City for the purposes of conforming such codes to the conditions generally existing in the City, provided that such code amendments shall be applied uniformly and not arbitrarily.

11. Anti-Moratorium. The Parties hereby acknowledge that development of the Property may occur in phases as Owner disposes of specific parcels. The City shall not

enact any moratorium, growth boundary, or future ordinance, resolution, or other rule or regulation imposing a limitation on the conditioning, rate, timing, or sequencing of the development of property within the City affecting the Property or any portion thereof without the written consent of the Commissioner, except as provided for and in compliance with A.R.S. § 9-463.06. In addition, the City shall not act in concert with, or request any other person or entity (or regulatory agency) to impose conditions or restrictions on, the development of the Property.

12. Recording of Agreement: This Agreement shall be recorded in the Office of the Pima County Recorder and the Owner's obligations in this Agreement shall be covenants running with the Property and any portion thereof, and said obligations shall further be binding upon the Owner and any and all of the Owner's heirs, successors-in-interest and assigns irrespective of the manner in which any of them acquire title or any interest in or to all or any portion of the Property.

13. Representations. This Agreement (and each undertaking of the Parties contained herein) constitutes a valid, binding and enforceable obligation of the Parties, enforceable according to its terms. The Parties will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names a Party as a party or which challenges the authority of a Party to enter into or perform any of its obligations hereunder. The severability and reformation provisions of Section 15.9 below shall apply in the event of any successful challenge to this Agreement.

14. General Provisions.

14.1 Cooperation. The City and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other and use best efforts to pursue the sale at public auction and development of the Property as contemplated by this Agreement.

14.2 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.

14.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511

14.4 Notices. All notices, approvals, and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, and delivered personally or sent by nationally recognized courier (e.g., Federal Express, Airborne, UPS), or by United States mail, certified with return

receipt requested, to:

If to the City: City of Tucson
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

Attn: City Manager

With a copy to: City of Tucson
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

Attn: City Attorney

If to Owner: Arizona State Land Department
1110 West Washington Street
Phoenix, Arizona 85007
Attn: Arizona State Land Commissioner

With a copy to: Arizona Attorney General's Office
Natural Resources Section
2005 N Central Avenue
Phoenix, Arizona 85004
Attn: Section Chief Counsel

or to such other addresses as any Party hereto may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, within twenty-four (24) hours following deposit with a nationally recognized overnight courier, or within forty-eight (48) hours following deposit with the United States mail, certified with return receipt requested, as hereinabove provided, prepaid and addressed as set forth above.

14.5 Estoppel Certificate. Either Party may request of the other Party, and the requested Party shall, within twenty-one (21) calendar days, respond and certify by written instrument of the requesting Party that (i) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (ii) the existence of a default and the scope and nature of the default, (iii) the existence of any counterclaims which the requested Party has against the other Party and (iv) any other matters that may reasonably be requested in connection with the development of land, development of the Property or any material aspect of the zoning, plat or other approval. Such Estoppel Certificate may be limited to be to the benefit of only a party to this Agreement and shall not be relied upon by third parties who are not parties to this Agreement.

14.6 Governing Law. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

14.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

14.9 Limited Severability. The City and Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

14.11 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

14.12 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.

14.13 Lot Sale. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this Section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the Parties, upon conveyance of the lot to the end purchaser by a recorded deed. For this Section, "lot" shall be any lot upon which a home has been completely constructed that is contained in a recorded subdivision plat that has been approved by the City.

14.14 Force Majeure. The performance of either 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, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

14.15 Arbitration. The Parties agree to use arbitration to the extent required by A.R.S. § 12-1518 and 12-133.

14.16 Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined this Agreement.

14.17 Conflict of Interest. This Agreement is subject to cancellation by the State under A.R.S. § 38-511.

14.18 Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination of this Agreement.

14.19 Execution. This Agreement may be executed in counterparts, with multiple signature pages.

[Signatures on following page]

STATE OF ARIZONA, by and through the Arizona State Land Commissioner

By: Robyn Sahid

Date: JUNE 6, 2023

Printed Name: Robyn Sahid

Title: Commissioner

CITY OF TUCSON,
an Arizona municipal corporation

By: [Signature]
Mayor Regina Romero

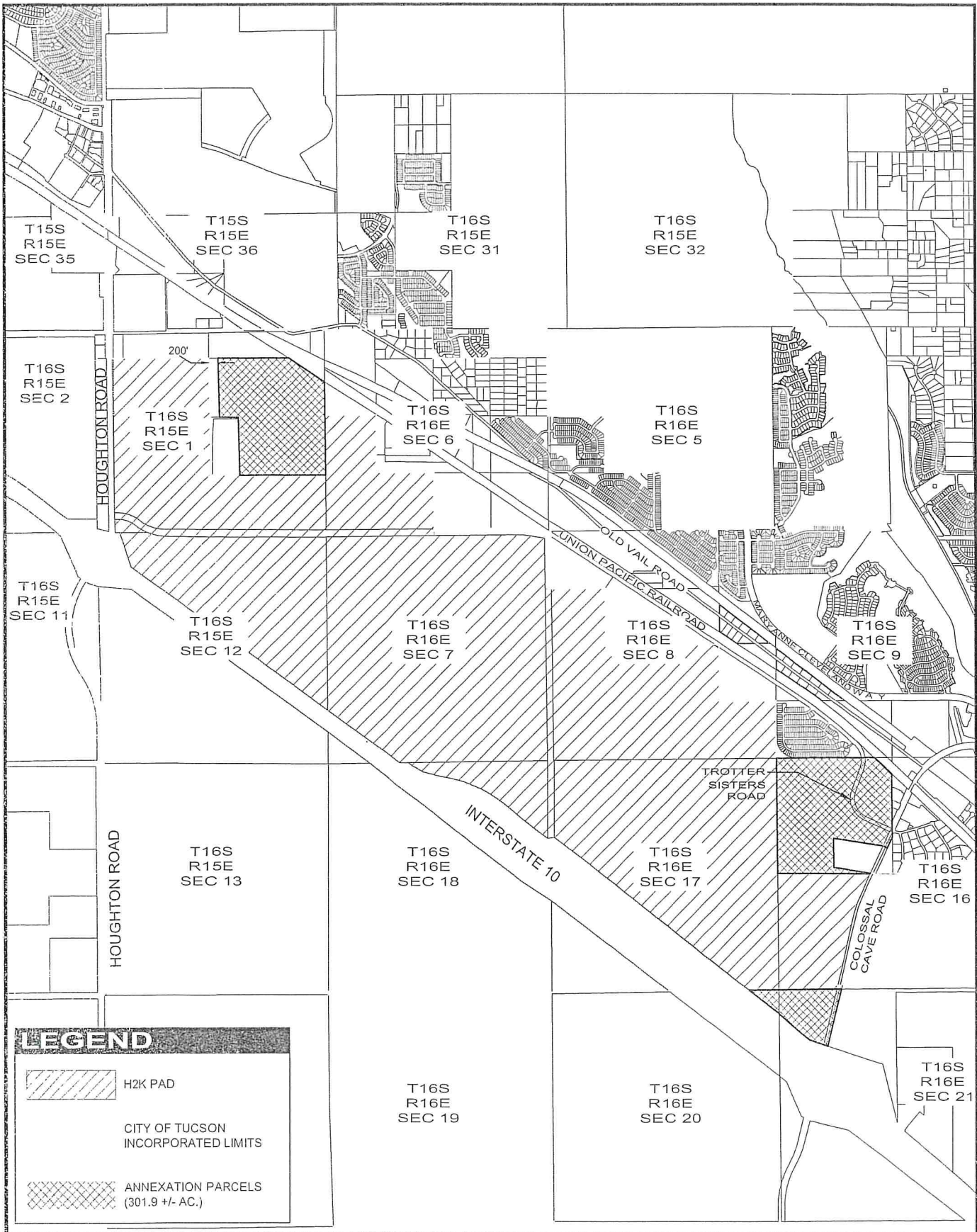
ATTEST:

By: [Signature]
Suzanne Mesich, City Clerk

On: May 23, 2023
Date

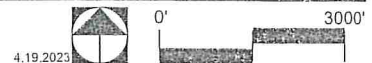
APPROVED AS TO FORM:

By: [Signature] for
Mike Rankin, City Attorney



D:\12\04-101 Planning\10 Annexation\Annexation Exhibits.dwg Plotted Apr. 19, 2023

ARIZONA STATE LAND DEPARTMENT ANNEXATION OVERVIEW



DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
JAY ANNEXATION

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

That portion of Pima County, Arizona, described as follows:

PARCEL A (A.P.N. 305-02-005C)

The South 3/4 of the Northeast quarter lying Southwesterly of the Union Pacific Railroad and the North half of the Southeast quarter of Section 1, Township 16 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona.

Excepting therefrom any portion lying within public rights-of-way;

Further excepting the West half of the Northwest quarter of the Southeast quarter thereof;

Further excepting the West 200.00 feet of the South 3/4 of said Northeast quarter.

APPROXIMATE AREA contains 5,655,848 Sq.Ft. or 129.8 Acres, more or less.

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



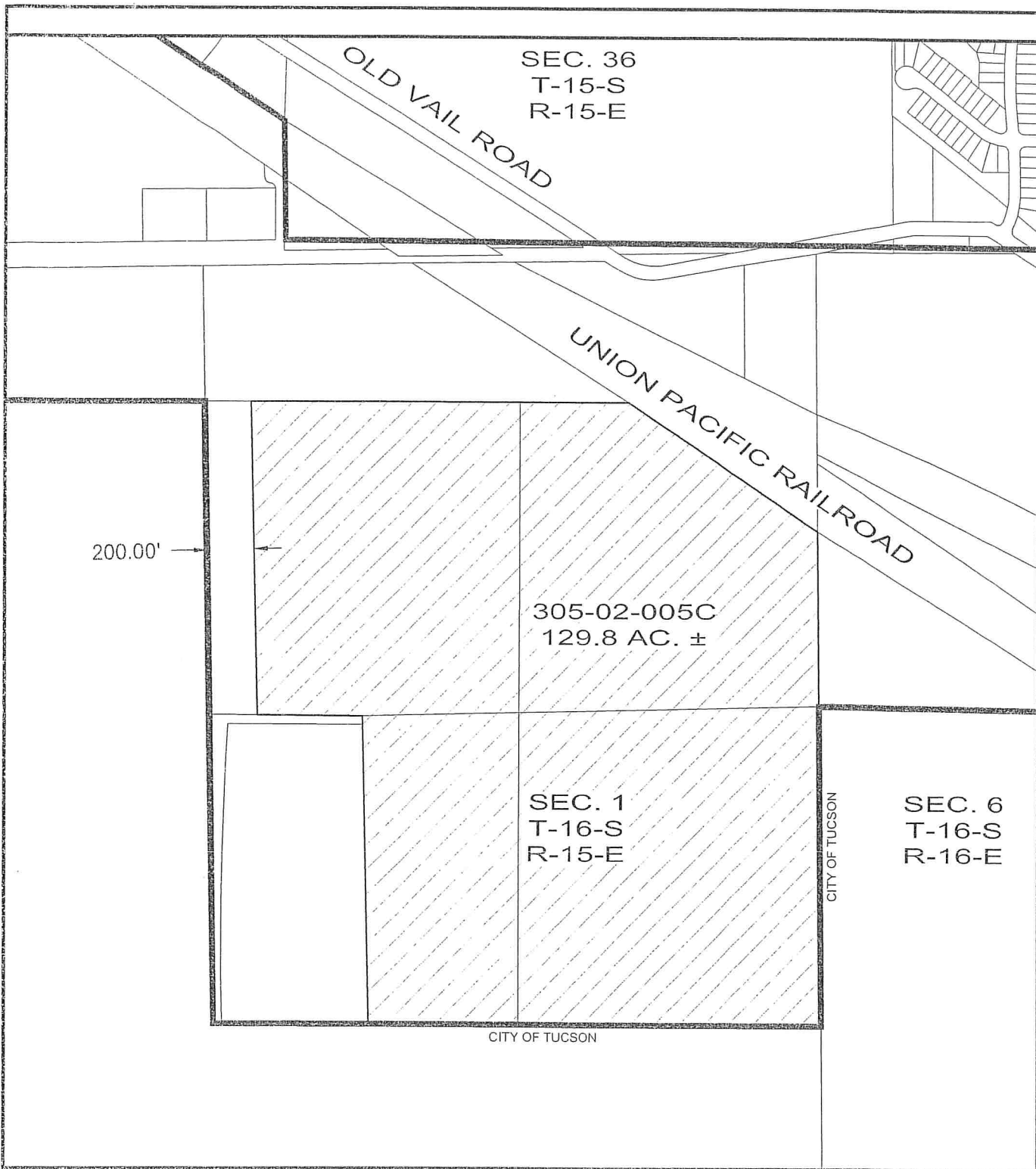




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
JAY ANNEXATION
A PORTION OF SECTION 1, T16S, R15E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND

 AREA TO BE ANNEXED
(129.8 AC. ±)

 EXISTING CITY OF
TUCSON INCORPORATED
LIMITS PER ORDINANCE
NUMBER 8616

DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
CODY ANNEXATION

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL B (A.P.N. 305-13-007C)

That portion of the Northwest quarter of Section 16, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All of the Northwest quarter of said Section 16, lying Westerly of Colossal Cave Road and Southwesterly of the Union Pacific Railroad;

AND A portion of Colossal Cave Road Right of Way and the said Northwest quarter described as follows:

Beginning at the Northeast corner of the parcel as defined in Docket 8793, Page 1804, Records of Pima County, AZ;

Thence, along the northwestern right of way of Colossal Cave Road to the intersection of said northwestern right of way and the mid-section line of said Section 16;

Thence, South along said mid-section line, through the right of way of Colossal Cave Road to the southeastern right of way line of said Colossal Cave Road;

Thence, continuing south along said mid-section line, to the intersection of a line that is 45.00 feet south and parallel to said southeastern right of way line and the mid-section line;

Thence, southeast on a line that is 45.00 feet parallel to said southeastern right of way line to the intersection of a line that is perpendicular to the right of way line of said Colossal Cave Road and said Northeast Corner;

Thence, northwest on a line that is perpendicular to said right of way to the point of beginning.

AND Excepting that portion conveyed to the Vail School District No. 20 per said Docket 8793, Page 1804;

APPROXIMATE AREA contains 5,973,635 Sq.Ft., or 137.2 Acres, more or less.

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



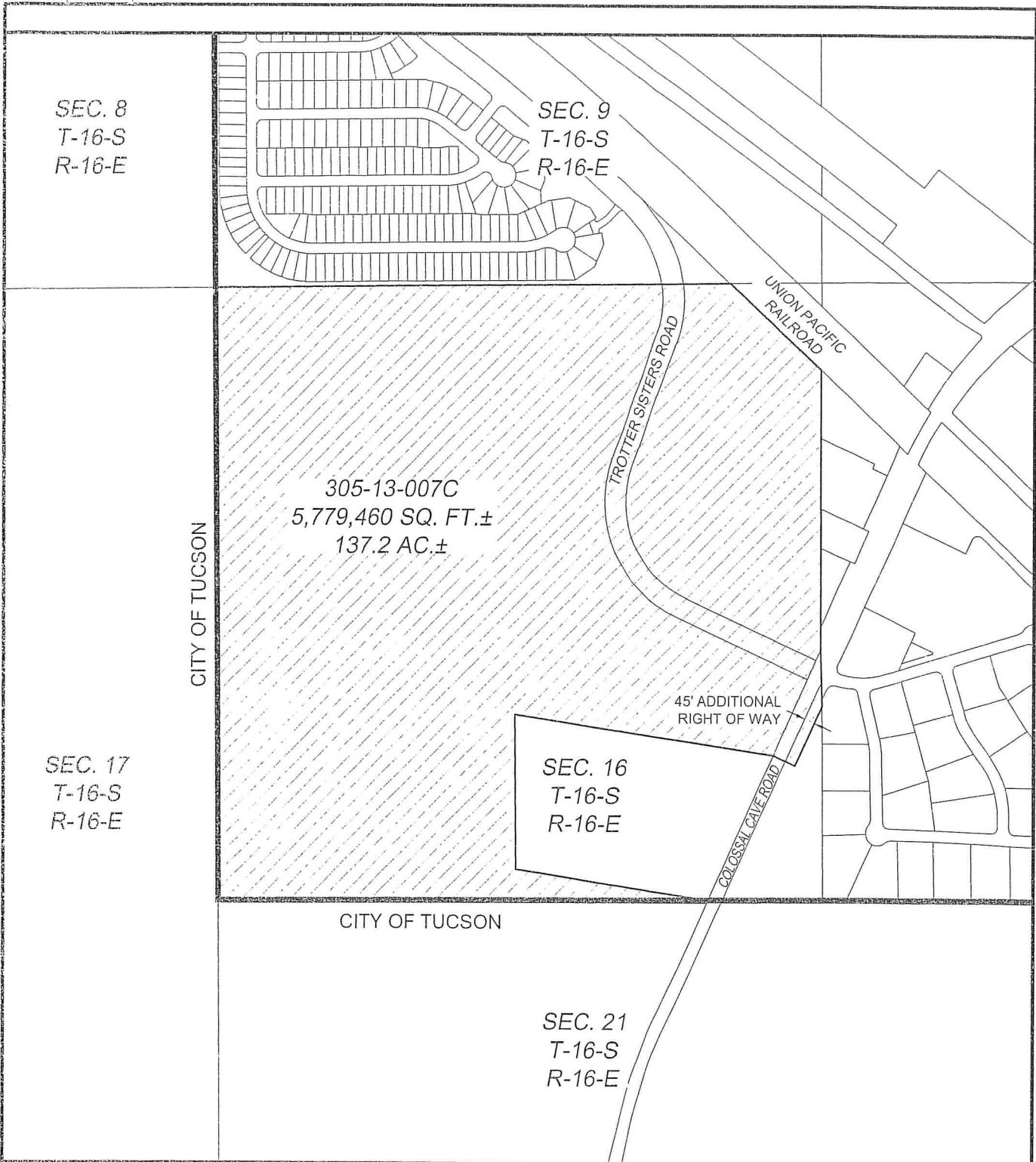




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
CODY ANNEXATION
A PORTION OF SECTION 16, T16S, R16E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND

 AREA TO BE ANNEXED
(137.2 AC. ±)

 EXISTING CITY OF
TUCSON INCORPORATED
LIMITS PER ORDINANCE
NUMBER 8616



**DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
GABRIEL ANNEXATION**

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL C (A.P.N. 305-84-002C) AND PARCEL D (A.P.N. 305-13-0100)

That portion of the Northwest quarter of Section 21, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10 and Westerly of Colossal Cave Road.

AND A portion of Colossal Cave Road Right of Way and the said Northwest quarter described as follows:

Beginning at the intersection of the North Right of Way line of Interstate-10 and the West Right of Way line of N. Colossal Cave Road;

Thence, Northerly along said West Right of Way, to the intersection of said West Right of Way line and the North Section line of said Northwest Quarter;

Thence, East along said North Section line, to the intersection of a line that is 45.00 feet East and parallel to the East Right of Way line of N. Colossal Cave Rd. and the North section line;

Thence, Southerly on a line that is 45.00 feet parallel to said East Right of Way line to said North Right of Way of Interstate 10;

Thence, Westerly along said North Right of Way of Interstate-10 to the Point of Beginning;

AND Excepting therefrom any portion lying within the E. Dawn Drive Right of Way;

AND That portion of the Northeast quarter of Section 20, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10.

Excepting therefrom any portion lying within public rights-of-way;

OVERALL APPROXIMATE AREA contains 1,519,452 Sq.Ft. or 34.9 Acres, more or less

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



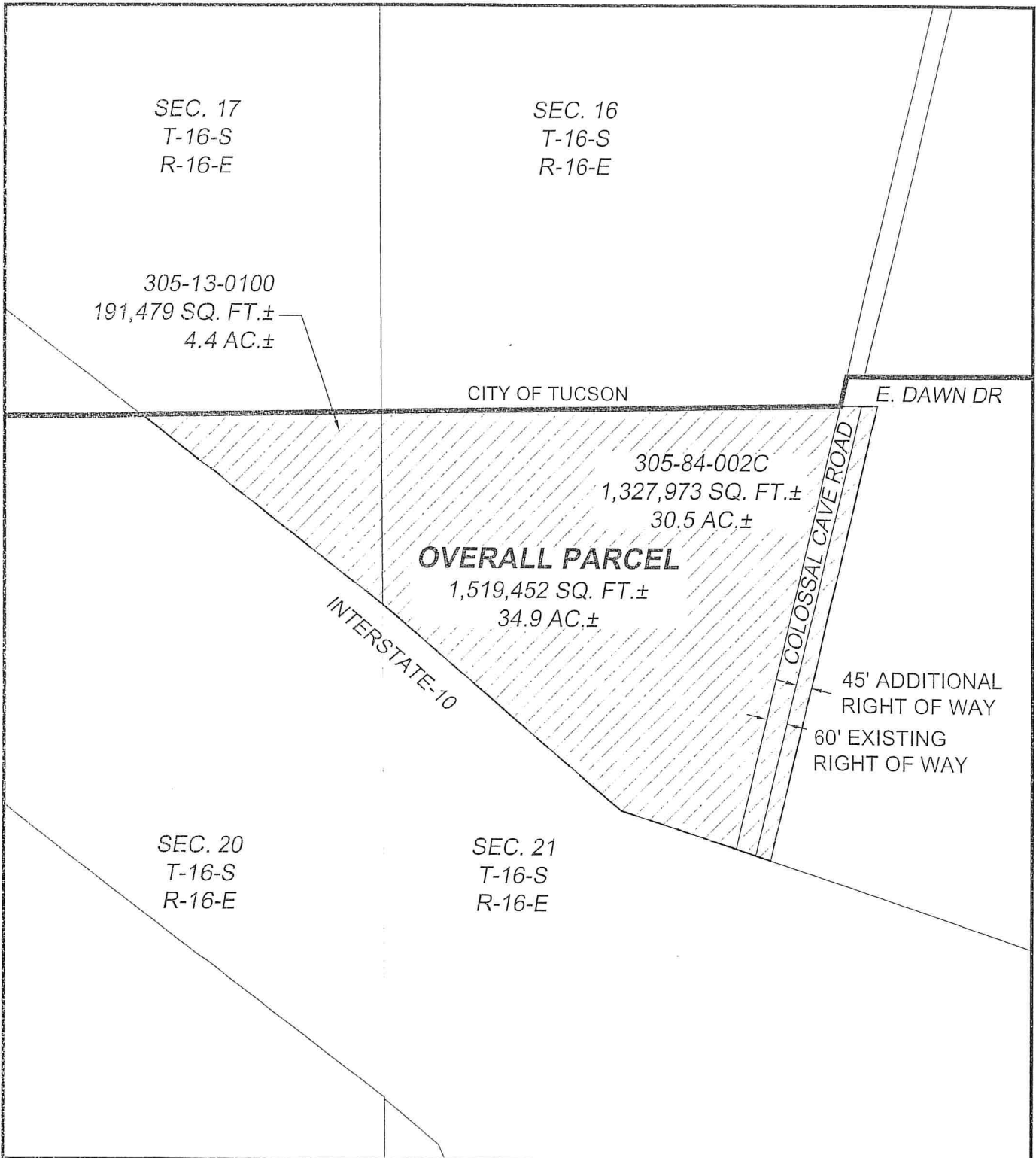




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
GABRIEL ANNEXATION
A PORTION OF SECTIONS 20 AND 21, T16S, R16E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND	
	AREA TO BE ANNEXED (34.9 AC. ±)
	EXISTING CITY OF TUCSON INCORPORATED LIMITS PER ORDINANCE NUMBER 8616





PLANNING & DEVELOPMENT SERVICES DEPARTMENT

ORIGINAL CITY ZONING APPLICATION

CASE NUMBER : _____ Name: _____

PART 1 GENERAL INFORMATION

OCZ Project Manager: Mike Czechowski Extension: 837-4058

Annexation Public Hearing date: _____ Vote: _____

Ordinance: _____ Adoption date: _____ Vote: _____

PART 2 PROPERTY INFORMATION

Current Zoning	Area (sq. ft or acres)	Current Development	Assessor Tax Code #	Ward
_____	_____	_____	_____	_____

(If more than one property, please list separately)

Current zoning violations on the property:

Will current development be in compliance with proposed City zoning?

Any development agreements on the property? If yes, please attach.

Is there a proposed development plan or site design? If yes, please attach.

PART 3 COUNTY INFORMATION

Please indicate if the property has any of the following and attach information requested:

- Plan Amendments (Case number & name, current status, purpose)
- Rezoning (Case number & name, current status, zoning from and to)
- Board of Adjustment cases/variances (Case number & name, current status, purpose)
- Any other conditions on the property

PART 4 OVERLAY ZONES

Current County Overlays

- Historic
- Airport Environs (AEZ)
- Conservation Land System (CLS)
- Hillside/Protected Peaks and Ridges
- Major Streets & Routes (MS&R)
- Gateway

Possible City overlay zones

- Historic District/Landmark
- Airport Environs (AEZ)
- Environmental Resource (ERZ)
- Wash Ordinance (WASH)
- Hillside (HDZ)
- Major Streets & Routes (MS&R)
- SCZ scenic corridor zone

PART 5 MAP INFORMATION

Please attach map with legal description.

PART 6 NOTIFICATIONS

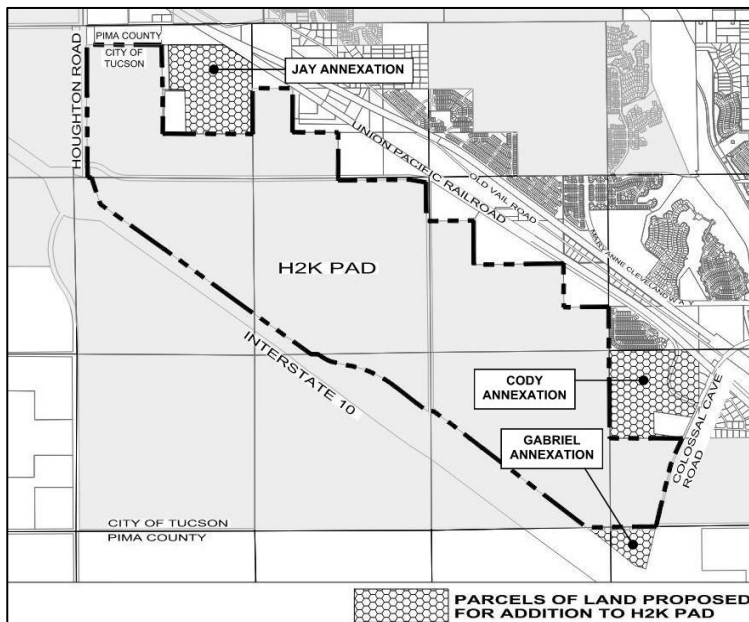
The project manager will receive notification of the Zoning Examiner public hearing and the scheduled Mayor and Council date. Please attach names and address' of anyone else that should receive notification.

January 2, 2024

Dear Neighbor:

The WLB Group and Lazarus & Silvyn are assisting the Arizona State Land Department (ASLD) and City of Tucson (“City”) in the potential annexation/original zoning of 302+/- acres (in 3 separate parcels shown below) adjacent to the H2K Planned Area Development (PAD) as well as the amendment to the PAD to include the 302+/- acres. The PAD was approved for the original 2160 acres by the Mayor and Council in July 2022. The sole purpose of this annexation and PAD amendment is to include the three parcels into the PAD. The only regulatory amendments to the PAD involve additional buffering requirements specifically for Acacia Elementary School. The boundaries of the H2K PAD and the property to be added are shown below.

The 302+/- acres is currently vacant and zoned a combination of low density residential (RH) and high intensity industrial (CI-2). As part of the annexation process and per Arizona Revised Statutes 9-471.L, the City is required to adopt city zoning classification for the 302+/- acres that permits densities and uses no greater than those permitted in the County immediately before the annexation. This is called “Original Zoning” and will be discussed at the neighborhood meeting.



In addition, ASLD is processing an amendment to the PAD to include the three annexation parcels. The permitted uses in these parcels would be the same park and light industrial uses already permitted in the PAD, which include manufacturing, wholesaling and other uses that are compatible with surrounding development. This will provide a larger, contiguous area of land that will assist in attracting users that would be a significant contributor to the Tucson economy and employment base.

As a nearby property owner or neighborhood association, we invite you to join our meeting on **January 17, 2024, at 6:30 pm at Empire High School, 10701 E. Mary Ann Cleveland Way, Tucson, AZ 85747** to learn more about the project. The meeting will include a discussion of Original Zoning, the PAD amendment proposal and review of the City’s rezoning process. There will be ample time for questions.

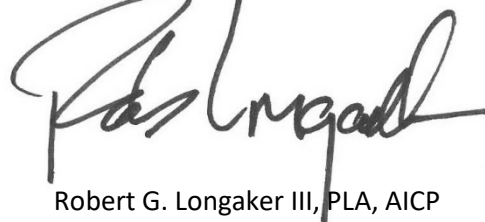
If you would like to personally speak with City staff regarding this matter, please contact John Beall via email at john.beall@tucsonaz.gov or at (520) 837-6966. If you have written comments, please submit them to the Planning and Development Services Director at 201 N. Stone Avenue, Tucson, AZ 85701.

If you have specific questions about the annexation, please contact Mike Czechowski via email at mike.czechowski@tucsonaz.gov or at (520) 837-4058.

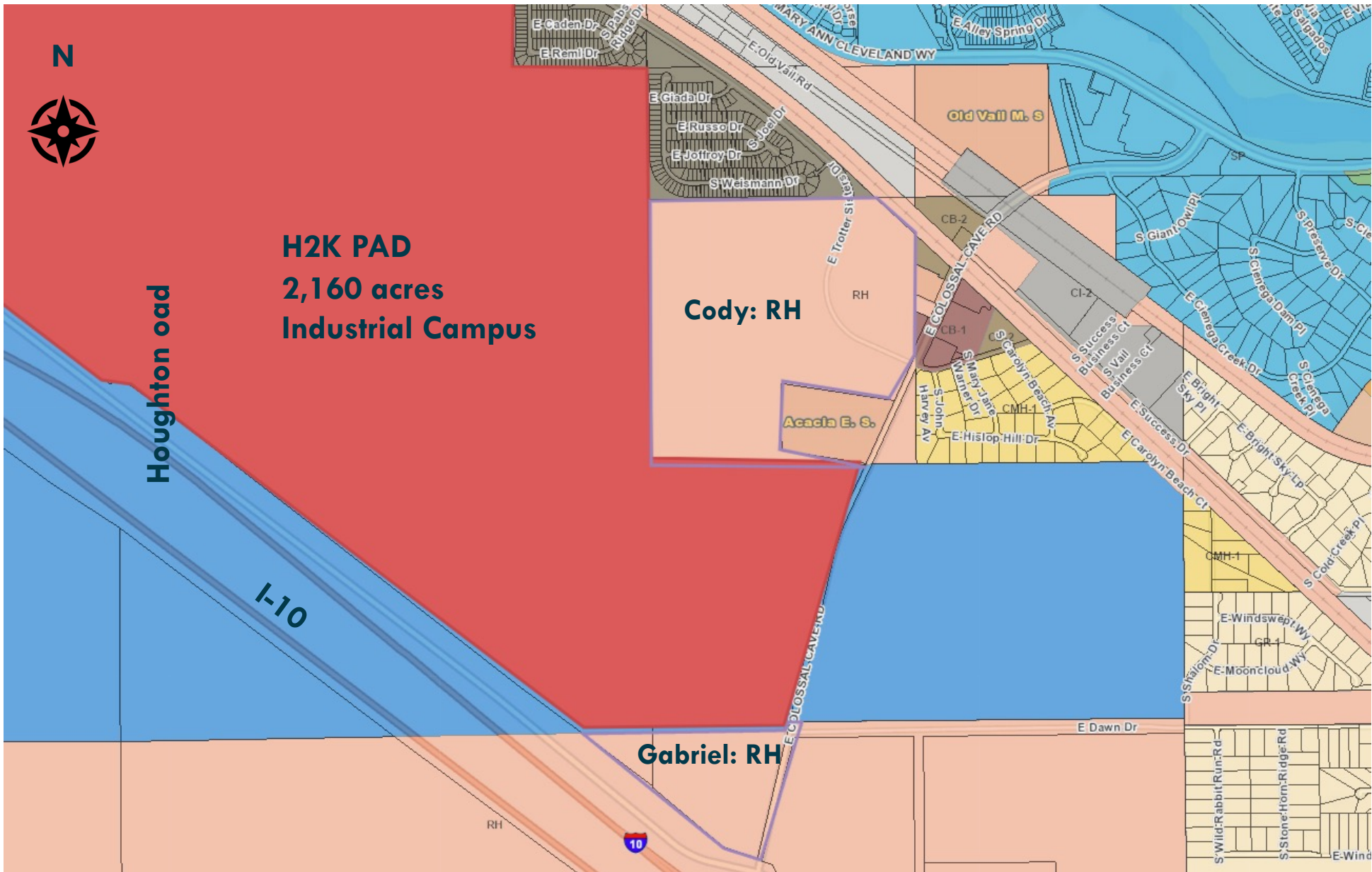
We look forward to answering any questions you might have at the neighborhood meeting. If you have any questions before the meeting, or if you cannot attend the meeting and would like to discuss the project, please contact either Keri Silvyn from Lazarus & Silvyn via email at ksilvyn@lslawaz.com or at (520) 207-4464, or Rob Longaker from The WLB Group via email at rlongaker@wlbgroup.com or at (520) 881-7480. Comments and questions may also be mailed to The WLB Group at 4444 East Broadway Boulevard, Tucson, AZ 85711.

Sincerely,

THE WLB GROUP, INC.

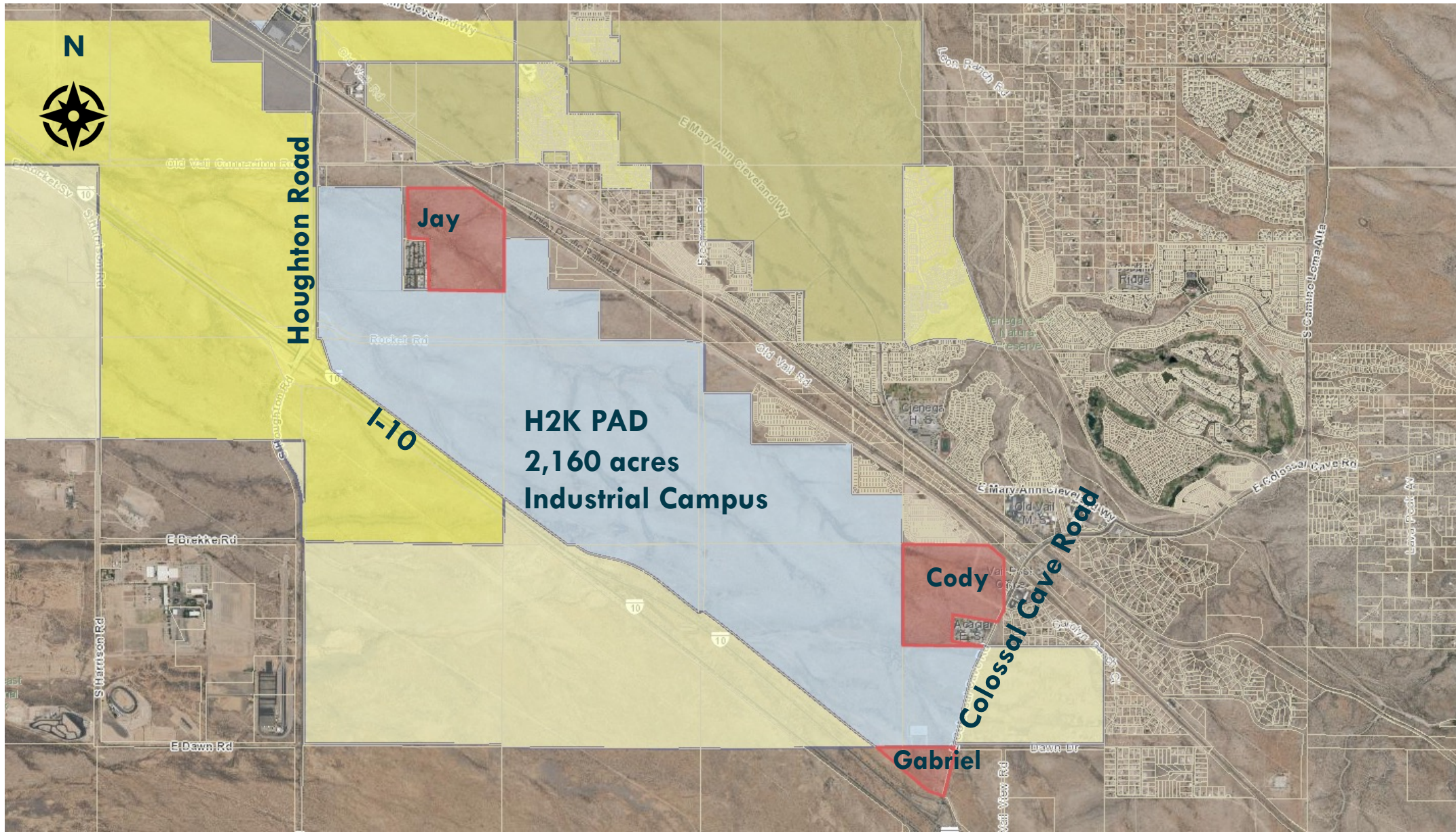


Robert G. Longaker III, PLA, AICP
Director of Planning



Cody & Gabriel Pima County Zoning: RH





H2K Planned Area Development (PAD)

**DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
GABRIEL ANNEXATION**

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL C (A.P.N. 305-84-002C) AND PARCEL D (A.P.N. 305-13-0100)

That portion of the Northwest quarter of Section 21, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10 and Westerly of Colossal Cave Road.

AND A portion of Colossal Cave Road right-of-way and the said Northwest quarter described as follows:

BEGINNING at the intersection of the North right-of-way line of Interstate-10 and the West right-of-way line of N. Colossal Cave Road;

THENCE, Northerly along said West right-of-way line to the intersection of said West right-of-way line and extended North right-of-way line of E. Dawn Drive;

THENCE, East to the intersection of a line that is 45.00 feet East and parallel to the East right-of-way line of N. Colossal Cave Rd. and the North right-of-way line of E. Dawn Drive;

THENCE, Southerly on a line that is 45.00 feet East of and parallel to East right-of-way line of N. Colossal Cave Rd. to said North right-of-way of Interstate 10;

THENCE, Westerly along the North right-of-way line of Interstate-10 to the Point of Beginning;

AND That portion of the Northeast quarter of Section 20, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10.

Excepting therefrom any portion lying within public rights-of-way;

OVERALL APPROXIMATE AREA contains 35.0 acres of land, more or less.

THE WLB GROUP, INC.

Peter D. Cote, RLS 44121



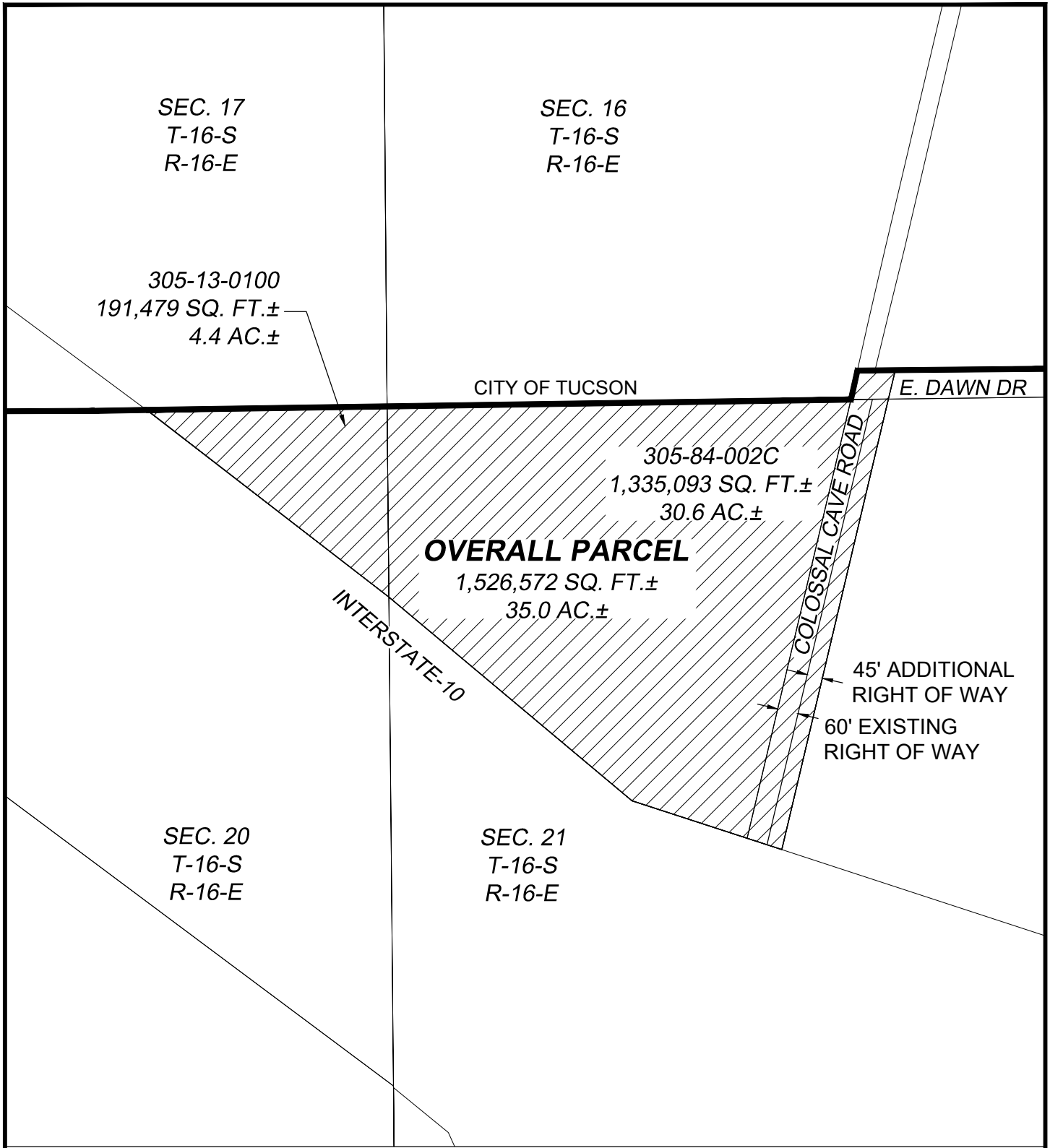
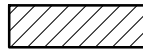



EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
 STATE LAND DEPARTMENT
 GABRIEL ANNEXATION
 A PORTION OF SECTIONS 20 AND 21, T16S, R16E, G.S.R.M.
 PIMA COUNTY, ARIZONA

LEGEND

-  AREA TO BE ANNEXED (35.0 AC. ±)
-  EXISTING CITY OF TUCSON INCORPORATED LIMITS PER ORDINANCE NUMBER 8616

Pima County	Definition	Primary Use	Minimum lot area	Maximum Height	Tucson	Definition	Primary Use	Minimum lot area	Maximum Height
CI-2	General Industrial	Manufacturing, Salvage Yards	None	54 feet	I-2	Heavy Industrial	Manufacturing	none	140 feet
RH	Rural Homestead	Low density, residential	180,000 sf	34 feet	SH	Suburban Homestead	Low density, residential	180,000 sf	30 feet

* Per A.R.S. § 9-471 Section L: A city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.

Projected Translation Zoning*



DATE: 1-19-2024

City of Tucson
Planning & Development Services
Rezoning Section
201 North Stone Avenue
PO Box 27210
Tucson, AZ 85726-7210

SUBJECT: Neighborhood Mailing Certification

ACTIVITY NUMBER:

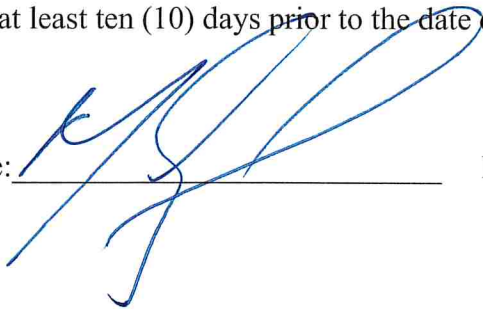
PROJECT LOCATION: Gabriel Annexation

This serves to place on record the fact that on January 2, 2024, Mike Czechowski
(date) (name)

mailed notice of the January 17, 2024 neighborhood meeting such that the notice was
(date of meeting)

received at least ten (10) days prior to the date of the meeting.

Signature: _____



Date: 1-19-2024

Attachment: copy of mailing labels

Name	Address	City, State, Zip
Regina Romero - Mayor	255 W. Alameda ST	Tucson, AZ 85701
Nikki Lee - Ward 4	8123 E. Poinciana DR	Tucson, AZ 85730
Richard G. Fimbres - Ward 5	4300 S. Park AV	Tucson, AZ 85714

PARCEL	MAIL1	MAIL2	MAIL3	MAIL4	MAIL5	ZIP
30584002D	STATE OF ARIZONA					00000
30584002C	STATE OF ARIZON	400 W CONGRE	TUCSON AZ			85701

SIGN IN SHEET

H2K PAD AMENDMENT-NEIGHBORHOOD MEETING

JANUARY 17TH, 2024



NAME	PHONE	EMAIL ADDRESS	ADDRESS
Dennis Luebbert	(520) 444-9756	denlue1@proton.me	361 N. DEL SUR DR VAIL, AZ 85441
JOSE CORPUS		corpustos@gmail.com	113035 WEISMANN DR
JENN MADDOX		jennmaddox@gmail.com	13610 E MOONCLOUD WAY
Kevin Carney		carneyk@vail school district.org	
Bobbie Humble	—	—	—
Allyn Mancuso	520-574-3000	info@cactuscountryrvpark.com	CACTUS COUNTRY RV RESORT
LINDA BROADWATER	520 441-1356	lp.broadwater@aol.net	
Teresa Smith	ward 4		
Nikki Lee	11		
Callie Tippett	520-271-4312	ctippett@cox.net	13323 E. Almond Crest Dr. VAIL AZ 85674
Jan Carney	520-343-8507	carneyj@vail school district.org	11285 E. Rabbit Run Way RESORT
AL WIRTH	505741189	9902 E Paseo San	ALWIRTH1@Yahoo.com BERNARDO TUCSON
Lewis	951-627-5119		12975 EKUSSO

Gabriel Original City Zoning Neighborhood Meeting
Tuesday, January 17, 2024
6:30 pm-8:30 pm
Empire High School
10701 E. Mary Ann Cleveland Way

Staff present:

1. Mike Czechowski, Economic Initiatives Senior Project Manager

Notes:

Joint presentation with Property owner and owners representatives to discuss Original City Zoning for Jay, Cody, and Gabriel Annexation areas, as well as H2K PAD Amendment. Attendees were there to primarily discuss the rezoning proposal.

No discussion on Original City Zoning.

Sincerely,



Mike Czechowski, CEcD
Economic Initiatives Senior Project Manager
520-837-4058

CITY OF TUCSON-CITY CLERK
PICKUP

CERTIFICATE OF CLERK

City of Tucson

State of Arizona }
County of Pima } ss

I, Suzanne Mesich, the duly appointed and qualified City Clerk of the City of Tucson, Arizona, do hereby certify pursuant to Tucson Code § 2-102 that the following is a true and correct copy of Mayor and Council Resolution No. 23614, with Exhibits, which was passed and adopted by the Mayor and Council of the City of Tucson, Arizona, at a meeting held on May 23, 2023, at which a quorum was present.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Tucson, Arizona on August 23, 2023.

Total of 22 page(s) certified.

M. Salamant
for City Clerk

ADOPTED BY THE
MAYOR AND COUNCIL

May 23, 2023

RESOLUTION NO. 23614

RELATING TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENTS; AUTHORIZING AND APPROVING THE EXECUTION OF A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TUCSON AND STATE OF ARIZONA ACTING BY AND THROUGH THE STATE LAND COMMISSIONER, OWNER OF PARCEL NOS. 305-02-005C, 305-13-007C, 305-84-002C AND THE PORTION OF PARCEL 305-13-0100 LOCATED NORTH OF INTERSTATE 10 (I-10).

WHEREAS, the City of Tucson and State of Arizona, owner of Parcels 305-02-005C, 305-13-007C, 305-84-002C, and a portion of Parcel 305-13-0100 located north of I-10, have reached a Pre-Annexation and Development Agreement (PADA), attached as Exhibit 1 to this Resolution and incorporated by this reference, for the property whose location and boundaries are shown on the map attached as Exhibit A to the PADA; and

WHEREAS, the execution of this PADA is in the best interests of the City of Tucson:

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

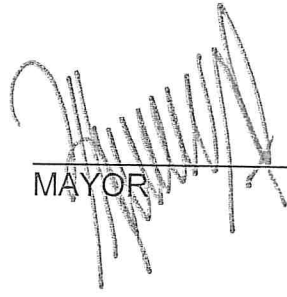
SECTION 1. The PADA between the City of Tucson and the State of Arizona, owner of Parcels 305-02-005C, 305-13-007C, 305-84-002C, and a portion of Parcel

305-13-0100 located north of I-10 (with its Exhibit A), attached as Exhibit 1 to this Resolution, is authorized and approved.

SECTION 2. The Mayor is authorized and directed to execute the PADA for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

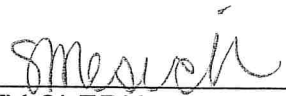
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, May 23, 2023.




MAYOR

ATTEST:




CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

CA/dg
05/10/2023

When recorded, return to:

Office of the Tucson City Attorney
City Hall Tower
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

This PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is made by and between the City of Tucson, an Arizona municipal corporation (the "City"), and the STATE OF ARIZONA (the "Owner"), acting by and through the State Land Commissioner (the "Commissioner"), pursuant to the authority of A.R.S. § 9-500.05. The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the annexation and development of such property and establishing certain development rights therein. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the City; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

B. The Owner is the owner of approximately 326 acres of real property located in Pima County, Arizona, with parcel numbers 305-02-005C, 305-13-007C, 305-84-002C, and the portion of parcel 305-13-0100 located north of I-10 (the "Property"). Exhibit A is a map and legal description of the Property. The Property is land granted to Owner in trust by the Arizona-New Mexico Enabling Act (the "Enabling Act") and administered by the Commissioner and State Land Department (the "Department") in the best interest of the State Land Trust (the "Trust") created by Article 28 of the Enabling Act. The City acknowledges that the Arizona Legislature granted the Commissioner final authority to determine the appropriate uses of the State Trust Lands. The City further acknowledges that any agreement permitting the City to annex the Property and any future uses of the annexed Property must serve the best financial interests of the Trust as determined by the Commissioner. ASLD's mission is to manage the State Trust Lands for that purpose,

consistent with sound stewardship, conservation, and business management principles.

C. The Property is currently situated outside of the existing corporate limits of the City. Under the Pima County zoning ordinance, the Property is currently zoned RH and CI-2.

D. The Property is situated directly adjacent to over 2000 acres of State Trust Land located within the City limits that was rezoned by the City Mayor and Council on July 12, 2022 as the H2K Planned Area Development ("PAD"). The Property was not included in the PAD because it is currently located within the County. Simultaneously with this annexation, the PAD will be amended to include the Property within the PAD.

E. The City desires to extend and increase its corporate limits by annexation of the Property and other adjoining properties. Due to the configuration of the Property, this annexation will be accomplished by three concurrent annexation processes, all of which will be scheduled, considered and adopted by the City on the same Mayor and Council formal agendas for the same meetings. Any reference below to "annexation" applies to all three annexations.

F. The Owner has established guidelines for the annexation of Trust Lands. In those guidelines, the Department requests the municipality identify specific benefits to the Trust that will result from the proposed annexation, including, among other factors, a description of the development and entitlement agreements that would be included in the annexation, the proposed General Plan land use designations, density and zoning, and a timeline for initiating the zoning upon annexation.

G. The City has identified the following specific benefits that will result to the Trust if the Owner agrees to permit the annexation of the Property into the City: (i) providing water and other high quality municipal services to the Property; (ii) entitling the Property for employment and industrial uses that are appropriate for lands adjacent to I-10 and rail by amending the PAD to include the Property (the "Future Zoning"); and (iii) using reasonable efforts to expedite the City's development approval processes for Owner's purchasers, lessees, assigns and other successors in interest with respect to the Property (collectively, the "Successors").

H. In addition, the Trust shall benefit from the Future Zoning (as defined and described below). The City acknowledges that the development of the Property in accordance with the best interest of the Trust requires that the Owner have assurances from the City, before the Owner approves the City's annexation request, that the City will not hinder the Owner in the development of the Property, and that if and when the Owner seeks to sell or lease the Property for development, the ultimate land uses and densities on the Property will be consistent with the Future Zoning.

I. In exchange for the City's agreeing to provide the Owner with the foregoing specific benefits, the Commissioner agrees to accept and process the City's request for annexation. The State Selection Board (the "Selection Board") has already considered and approved annexation of the Property on December 15, 2022.

J. The Parties acknowledge that legislative decisions by the Mayor and Council, including the adoption of the Annexation Ordinance, Original City Zoning, and Future Zoning, are discretionary acts that are taken in the public interest.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated: The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated by this reference.

2. Annexation: The City shall undertake to perform all necessary acts and procedures set forth in A.R.S. § 9-471 et seq. so that the Property shall be annexed by the City and included within the corporate limits of the City.

2.1. Annexation Petition. In furtherance of Annexation of the Property, the City will hold the first public hearing for Annexation no later than August 31, 2023. Owner shall sign the annexation petition (the "Petition") provided the Owner is satisfied with the final report and recommendation of the City's Zoning Examiner to Mayor and Council relating to the Original City Zoning for the Property and Future Zoning (collectively, the "Z.E. Reports"), as described below in Sections 3.2 through 3.4. The City acknowledges that Owner may choose not to sign the Petition if, in its sole discretion, Owner is not satisfied with the Z.E. Reports, in which case this Agreement shall automatically terminate and be of no further force or effect. Once the City has received the signed Petition, City shall perform all necessary acts and procedures to submit the Annexation to the Mayor and Council for consideration, subject to and conditioned upon the provisions of this Agreement.

2.2. Annexation Date. The City will schedule Annexation Ordinance adoption for Mayor and Council approval at a Mayor and Council meeting no later than forty-five (45) days after Owner has submitted the signed Petition, pursuant to Section 2.1, above, and shall schedule the Annexation Ordinance, Original City Zoning and Future Zoning adoptions all at the same Mayor and Council meeting.

2.3. Failure to Adopt Annexation. Nothing herein shall limit the legislative discretion of the Mayor and Council in considering whether to adopt the Annexation. In the event the Mayor and Council reject the proposed Annexation, this Agreement shall automatically and immediately become null and void. Additionally, in the event the Mayor and Council have not adopted the Annexation Ordinance within forty-five (45) days after Owner has signed and submitted the Petition to the City, the Mayor and Council shall not take any further action in furtherance of Annexation based on the previously filed Petition and this Agreement shall automatically and immediately become null and void, unless requested in writing by Owner to extend this deadline by another forty-five (45) days.

The Owner agrees that during the term of this Agreement, the Owner shall not voluntarily seek to have the Property become annexed or otherwise become included

within any Arizona city or town other than the City of Tucson.

3. Zoning.

3.1. City Zoning Classifications for the Property. The City and the Owner acknowledge that A.R.S. § 9-471(L) requires that the City initially zone lands annexed to the City for land use densities and intensities no greater than the previously existing County zoning for such lands. The City and the Owner further acknowledge that the nearest equivalent City classification for the existing Pima County zoning of the Property is the City's RH for the portion of the Property currently zoned RH and I-2 for the portion of the Property currently zoned CI-2. ("Original City Zoning"). Owner desires to amend the PAD to include the Property as Future Zoning for the Property as described in Recitals D and G and Section 3.3 below.

3.2 Original City Zoning. Original City Zoning for the Property shall proceed on the same timeline as the Future Zoning (as provided below in Section 3.3 and 3.4) but shall not be considered by Mayor and Council until after consideration of the Annexation Ordinance and prior to consideration of the Future Zoning. The City shall process the Original City Zoning in compliance with Sections 3.5.1 and 3.5.3 of the Unified Development Code of the City of Tucson, Arizona ("UDC"), with all required procedures provided for such action by the applicable state enabling provisions established in A.R.S. §§ 9-462.04 and 9-471 (L).

3.3 Future Zoning. The Owner will be processing the Future Zoning in compliance with State law and the UDC. The PAD that currently exists adjacent to the Property provides a zoning district with distinct regulations as adopted by Mayor and Council in July 2022, and has land use regulations different from the zoning regulations applicable to other zoning districts. In order to develop the Property as intended and in conjunction with the other contiguous ASLD holdings, the PAD will be amended to include the Property within the PAD boundaries and subject to those regulations. Pursuant to Section 2.1, above, the Owners are under no obligation to annex whatever the outcome of the PAD amendment process.

3.4 Zoning Procedure. Owner and City will process the Future Zoning and Original City Zoning pursuant to all State and local regulations. The Original City Zoning and Future Zoning shall be heard by the City's Zoning Examiner no later than October 31, 2023. The City confirms that the Future Zoning is in compliance with all applicable City General Plan documents.

3.4.1. The City shall process the Future Zoning application for action by the City's governing body in accordance with Sections 2.2, 3.5 and 3.6 hereof and all required procedures provided for such action by applicable state enabling provisions and the UDC. If the Z.E. Reports are not published by November 15, 2023, Owner shall have the right to terminate this Agreement by written notice to the City, in which event this Agreement shall be of no further force or effect.

3.4.2. Pursuant to Section 2.1, above, the Owner is under no

obligation to annex whatever the outcome of the Future Zoning Report. The Parties acknowledge that the City's approval of the Original Zoning and the Future Zoning and the approval of the Annexation are legislative acts which are solely in the discretion of the Mayor and Council based upon the public health, safety and welfare. Nothing herein limits or conditions the exercise of this legislative authority.

3.4.3. The City shall schedule for consideration and adoption an ordinance accomplishing the Annexation on the same agenda as consideration and adoption of the Original Zoning and Future Zoning.

3.4.4. If the Owner does not agree with the Z.E. Reports, Owner may either (i) request reconsideration pursuant to UDC Section 3.5.3.1.3.c to permit discussions between the parties to resolve the differences, or (ii) determine that the Owner's issues with the Z.E. Reports cannot be resolved, and decline to sign the Annexation petition pursuant to Section 2.1, above.

3.5 Original and Future Zoning Fees. All Original Zoning and Future Zoning fees shall be deferred by the City until an ASLD Successor assumes control of the property.

3.6 Mayor and Council Consideration. The Annexation Ordinance, Original City Zoning, and Future Zoning shall be considered as a single Mayor and Council regular session agenda item that may be approved by the Mayor and Council in one motion. At the request of Owner, Mayor and Council shall schedule the Annexation, the Original Zoning, and the Future Zoning as a study session item on the same meeting date as those actions are scheduled for consideration on a regular session agenda. If at the conclusion of the study session and before Mayor and Council commences affirmative legislative action on the Annexation Ordinance, Owner determines that Mayor and Council will deviate from the Original Zoning or Future Zoning in a manner which negatively affects Owner's ability to use the Property, Owner may either (i) request the Mayor and Council continue its hearing and action on the Annexation and Original Zoning for a minimum of thirty (30) days to permit discussions between the Parties to resolve the differences, which request shall not be unreasonably denied; or (ii) withdraw its signature from the Annexation Petition.

3.7 Challenge and Referral. If, after Mayor and Council adopt the Annexation Ordinance, Mayor and Council do not adopt the Future Zoning or adopt Future Zoning for the Property that differs from the Future Zoning in the Z.E. Reports which was the basis for the Owner's signing of the Petition under Section 2.1, above ("Inconsistent Future Zoning"), Mayor and Council hereby grant the City Attorney's Office the legal discretion to not challenge any petition brought by the State Land Department pursuant to A.R.S. § 9-471©. If any person, other than a Party, files a verified petition with the City challenging the validity of the Future Zoning or this Agreement within the Thirty Day Post Adoption Period after the City has adopted Inconsistent Future Zoning; or a referendum referring the Inconsistent Future Zoning for any portion of the Property is initiated within the Thirty Day Post Adoption Period, Owner and the City shall promptly within the Thirty Day Post Adoption Period meet to discuss in good faith the challenge

or referendum, provided, however, that neither Party hereto by agreeing to meet to discuss the challenge or referendum is thereby waiving its rights under this Agreement. If the legal representatives of the Parties are able to reach an agreement on a course of action in response to the third-party petition, such agreement may be memorialized by a memorandum signed by the Mayor of Tucson and the Director of the State Land Department.

3.7.1 In the event that the City adopts Inconsistent Future Zoning, the City may challenge a petition filed pursuant to A.R.S. § 9-471(C) by a party other than Owner.

4. Water Service to the Property: Upon approval of overall water master plan, the City, through its water utility, Tucson Water, is willing and able to serve the Property with sufficient potable water for domestic consumption and fire suppression, subject to the provisions of the Tucson Code. If Owner's Successors elect to obtain water service from the City, then the City and Owner agree that the following terms will govern the provision of such service, unless these terms are superseded by a later agreement between the City and any Owner:

4.1 Off-Site Water Improvements: The Owner's Successors shall be responsible for any extensions or upgrades of Tucson Water mains/facilities as detailed in a separate *Agreement for Construction of Water Facilities under Private Contract*. This agreement will also detail any oversizing required by Tucson Water of the Owner's Successors and related reimbursements to the Owner's Successors by Tucson Water.

4.2 On-Site Water Improvements: The Owner's Successors shall be responsible for the construction of all on-site water distribution facilities in the approved overall water plans, according to the City's standard specifications and codes.

4.3 Payment of Fees: The Owner's Successors shall be responsible for payment of plan review fees, inspection fees, meter connection fees and any other generally-applicable fees established by the City's Mayor and Council.

5. Other Services. The City shall provide all other City services, including but not limited to sanitation and police, to the Property for the benefit of Owner and Owner's Successors in accordance with the City's standard regulations, policies and practices, to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.1 Economic Development Incentives: The Property is eligible to apply for the Primary Jobs incentive, Site Specific Sales tax, the Water Infrastructure Incentive, and any other eligible economic incentives for any future development.

5.2 Transaction Privilege Tax Spending: The City expects to generate substantial tax revenue from the annexation and subsequent development of the Property from the imposition of a variety of transaction privilege taxes. Within ten

(10) years from Owner's initial sale of the Property, but no more than 15 years from the adoption of the Annexation Ordinance, the City shall dedicate revenues collected from transaction privilege taxes to public improvements in the area, to be agreed upon by the Arizona State Land Department, City of Tucson relevant Ward Council Member, and the City Manager's Office. If the three entities are not able to reach a consensus decision on such public improvements, the City Manager's Office shall approve spending on public improvements in the area in the amount of collected transaction privilege tax revenues during such period.

6. Term and Effective Date. This Agreement shall be effective on the later date of the Parties' signatures below and shall remain in full force and effect until terminated as set forth herein. Notwithstanding any other Mayor and Council ordinance or policy, this Agreement shall terminate automatically twenty-five (25) years after the date of passage of the Annexation Ordinance. Furthermore, in addition to Owner's right to terminate this Agreement pursuant to provisions above, including but not limited to Sections 2.1, 3.4.4, and 3.6, in the event the Annexation Ordinance and Future Zoning are not approved by Mayor and Council by December 31, 2023, Owner shall have the right any time thereafter to terminate this Agreement upon thirty (30) days prior written notice to the City.

7. Vested Rights; Protected Development Rights. Subject to the provisions set forth in Section 11, below, the City agrees that upon adoption of the Future Zoning, and for the term of this Agreement, Owner and its Successors shall have a vested right to develop the Property in accordance with the Future Zoning and this Agreement. The rights established under this Agreement are attached to and run with the Property. This Agreement shall be interpreted and construed so as to preserve any vested rights and protected development rights respecting Owner, its Successors and/or the Property existing under this Agreement, the Future Zoning, and applicable law.

8. Subsequent Zoning Amendments. Owner anticipates, at this time, that the sale or leasing and development of the Property may occur over a period of years, perhaps in multiple phases, depending on the market and prospective users. Based on market conditions, industry factors, business considerations, and other matters beyond the control of the Parties, Owner may seek to amend the Future Zoning approved pursuant to the Zoning process described in Section 3, above. The Parties shall cooperate in good faith to agree upon, and use reasonable best efforts to process for consideration by Mayor and Council, any changes to the Future Zoning or this Agreement. Owner and the City agree that any further amendment to the Future Zoning shall be incorporated by reference into this Agreement with the same force and effect as Future Zoning as defined and as if set forth herein and shall not require corresponding amendment to this Agreement. Nothing in this Section shall be construed to limit Mayor and Council's discretion to accept or reject any proposed amendment to the Future Zoning. The City agrees to delegate to its Assistant City Manager the ability to meet and confer with Owner regarding minor changes or adjustments to the Future Zoning that are necessary or appropriate.

9. Review of Plans: The City acknowledges that Owner desires to ensure timely

review and approval of Owner's future development plans, plats for development, improvement plans and permits (collectively, "Plans") on the Property. To expedite the City's review of Owner's Plans, the City Manager shall designate a City employee or employees to serve as an ombudsman for the purpose of facilitating the review of Owner's Plans.

10. Regulation of Development. With respect to the development of the Property as contemplated by this Agreement, the Parties agree that the codes, ordinances, rules, regulations, permit requirements, exactions, fees, development fees (as governed by A.R.S. § 9-463.05), other requirements, and/or official policies of the City (collectively, the "City Regulations") which apply to the development of the Property shall be those City Regulations in existence and in force as of the date of adoption of the Annexation Ordinance and those City Regulations enacted, amended, or modified subsequent to that date and during the Term of this Agreement which meet one or more of the following criteria:

10.1 City Regulations that are consistent with, and which will not materially or adversely limit or change the development of the Property as contemplated by this Agreement, including the Future Zoning and any specific plans adopted for the Property.

10.2 City Regulations which Owner may agree in writing shall apply to the development of the Property

10.3 City Regulations enacted as necessary to comply with mandatory requirements imposed on the City by state or federal laws and regulations, including court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event any such mandatory requirements prevent or preclude compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the minimum permissible compliance with such mandatory requirements.

10.4 City Regulations reasonably necessary to alleviate legitimate threats to public health and safety, provided such City Regulations shall be applied uniformly and not arbitrarily to all areas that are subject to the similar threat.

10.5 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, dangerous building, and similar construction and safety related codes.

10.6 Amendments to such construction and safety codes generated by the City for the purposes of conforming such codes to the conditions generally existing in the City, provided that such code amendments shall be applied uniformly and not arbitrarily.

11. Anti-Moratorium. The Parties hereby acknowledge that development of the Property may occur in phases as Owner disposes of specific parcels. The City shall not

enact any moratorium, growth boundary, or future ordinance, resolution, or other rule or regulation imposing a limitation on the conditioning, rate, timing, or sequencing of the development of property within the City affecting the Property or any portion thereof without the written consent of the Commissioner, except as provided for and in compliance with A.R.S. § 9-463.06. In addition, the City shall not act in concert with, or request any other person or entity (or regulatory agency) to impose conditions or restrictions on, the development of the Property.

12. Recording of Agreement: This Agreement shall be recorded in the Office of the Pima County Recorder and the Owner's obligations in this Agreement shall be covenants running with the Property and any portion thereof, and said obligations shall further be binding upon the Owner and any and all of the Owner's heirs, successors-in-interest and assigns irrespective of the manner in which any of them acquire title or any interest in or to all or any portion of the Property.

13. Representations. This Agreement (and each undertaking of the Parties contained herein) constitutes a valid, binding and enforceable obligation of the Parties, enforceable according to its terms. The Parties will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names a Party as a party or which challenges the authority of a Party to enter into or perform any of its obligations hereunder. The severability and reformation provisions of Section 15.9 below shall apply in the event of any successful challenge to this Agreement.

14. General Provisions.

14.1 Cooperation. The City and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other and use best efforts to pursue the sale at public auction and development of the Property as contemplated by this Agreement.

14.2 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.

14.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511

14.4 Notices. All notices, approvals, and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, and delivered personally or sent by nationally recognized courier (e.g., Federal Express, Airborne, UPS), or by United States mail, certified with return

receipt requested, to:

If to the City: City of Tucson
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

Attn: City Manager

With a copy to: City of Tucson
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

Attn: City Attorney

If to Owner: Arizona State Land Department
1110 West Washington Street
Phoenix, Arizona 85007
Attn: Arizona State Land Commissioner

With a copy to: Arizona Attorney General's Office
Natural Resources Section
2005 N Central Avenue
Phoenix, Arizona 85004
Attn: Section Chief Counsel

or to such other addresses as any Party hereto may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, within twenty-four (24) hours following deposit with a nationally recognized overnight courier, or within forty-eight (48) hours following deposit with the United States mail, certified with return receipt requested, as hereinabove provided, prepaid and addressed as set forth above.

14.5 Estoppel Certificate. Either Party may request of the other Party, and the requested Party shall, within twenty-one (21) calendar days, respond and certify by written instrument of the requesting Party that (i) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (ii) the existence of a default and the scope and nature of the default, (iii) the existence of any counterclaims which the requested Party has against the other Party and (iv) any other matters that may reasonably be requested in connection with the development of land, development of the Property or any material aspect of the zoning, plat or other approval. Such Estoppel Certificate may be limited to be to the benefit of only a party to this Agreement and shall not be relied upon by third parties who are not parties to this Agreement.

14.6 Governing Law. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

14.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

14.9 Limited Severability. The City and Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

14.11 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

14.12 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.

14.13 Lot Sale. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this Section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the Parties, upon conveyance of the lot to the end purchaser by a recorded deed. For this Section, "lot" shall be any lot upon which a home has been completely constructed that is contained in a recorded subdivision plat that has been approved by the City.

14.14 Force Majeure. The performance of either 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, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

14.15 Arbitration. The Parties agree to use arbitration to the extent required by A.R.S. § 12-1518 and 12-133.

14.16 Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined this Agreement.

14.17 Conflict of Interest. This Agreement is subject to cancellation by the State under A.R.S. § 38-511.

14.18 Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination of this Agreement.

14.19 Execution. This Agreement may be executed in counterparts, with multiple signature pages.

[Signatures on following page]

STATE OF ARIZONA, by and through the Arizona State Land Commissioner

By: Robyn Sahid

Date: JUNE 6, 2023

Printed Name: Robyn Sahid

Title: Commissioner

CITY OF TUCSON,
an Arizona municipal corporation

By: [Signature]
Mayor Regina Romero

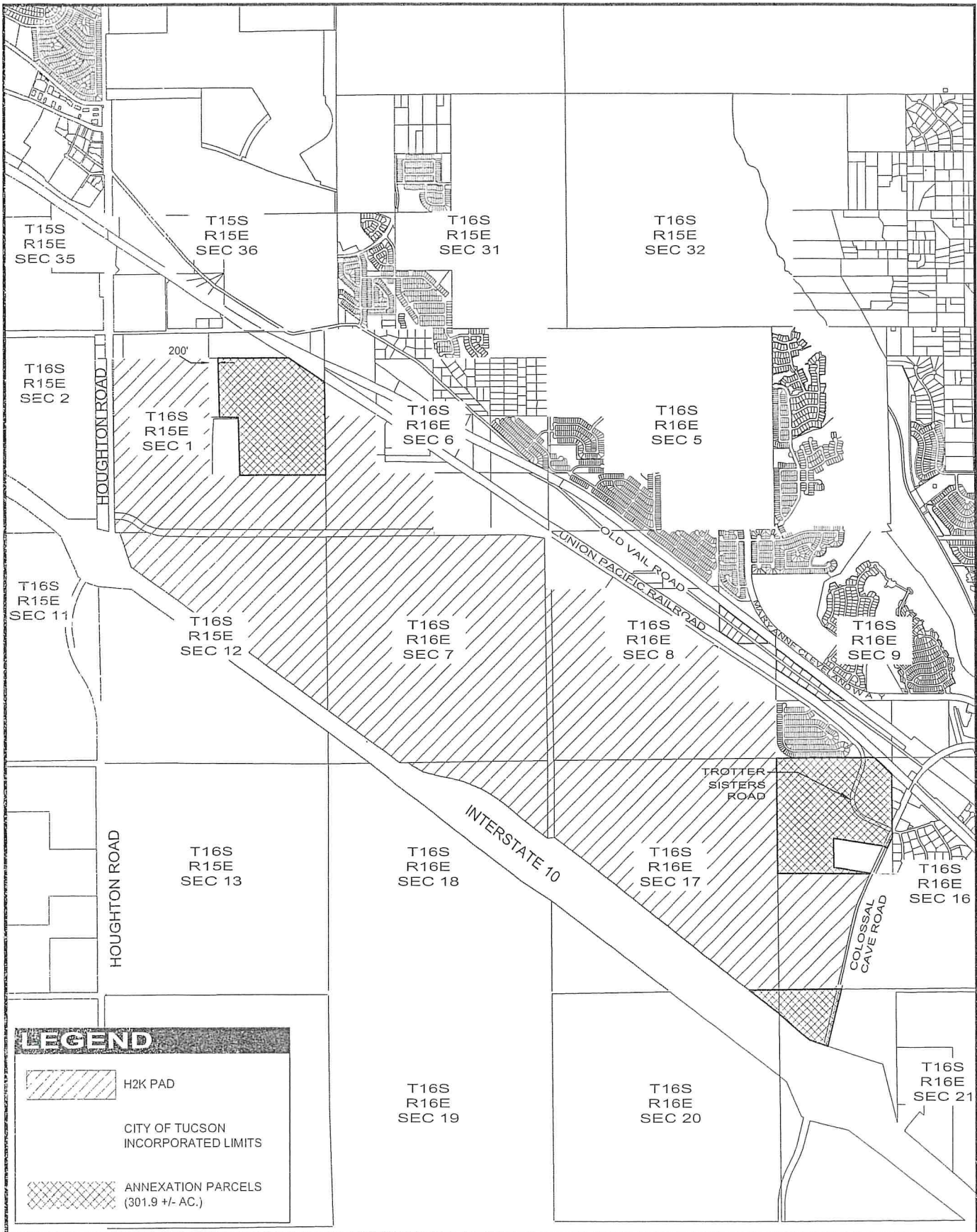
ATTEST:

By: [Signature]
Suzanne Mesich, City Clerk

On: May 23, 2023
Date

APPROVED AS TO FORM:

By: [Signature] for
Mike Rankin, City Attorney



D:\12\04-101 Planning\10 Annexation\Annexation Exhibits.dwg Plotted Apr. 19, 2023

ARIZONA STATE LAND DEPARTMENT ANNEXATION OVERVIEW



DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
JAY ANNEXATION

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

That portion of Pima County, Arizona, described as follows:

PARCEL A (A.P.N. 305-02-005C)

The South 3/4 of the Northeast quarter lying Southwesterly of the Union Pacific Railroad and the North half of the Southeast quarter of Section 1, Township 16 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona.

Excepting therefrom any portion lying within public rights-of-way;

Further excepting the West half of the Northwest quarter of the Southeast quarter thereof;

Further excepting the West 200.00 feet of the South 3/4 of said Northeast quarter.

APPROXIMATE AREA contains 5,655,848 Sq.Ft. or 129.8 Acres, more or less.

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



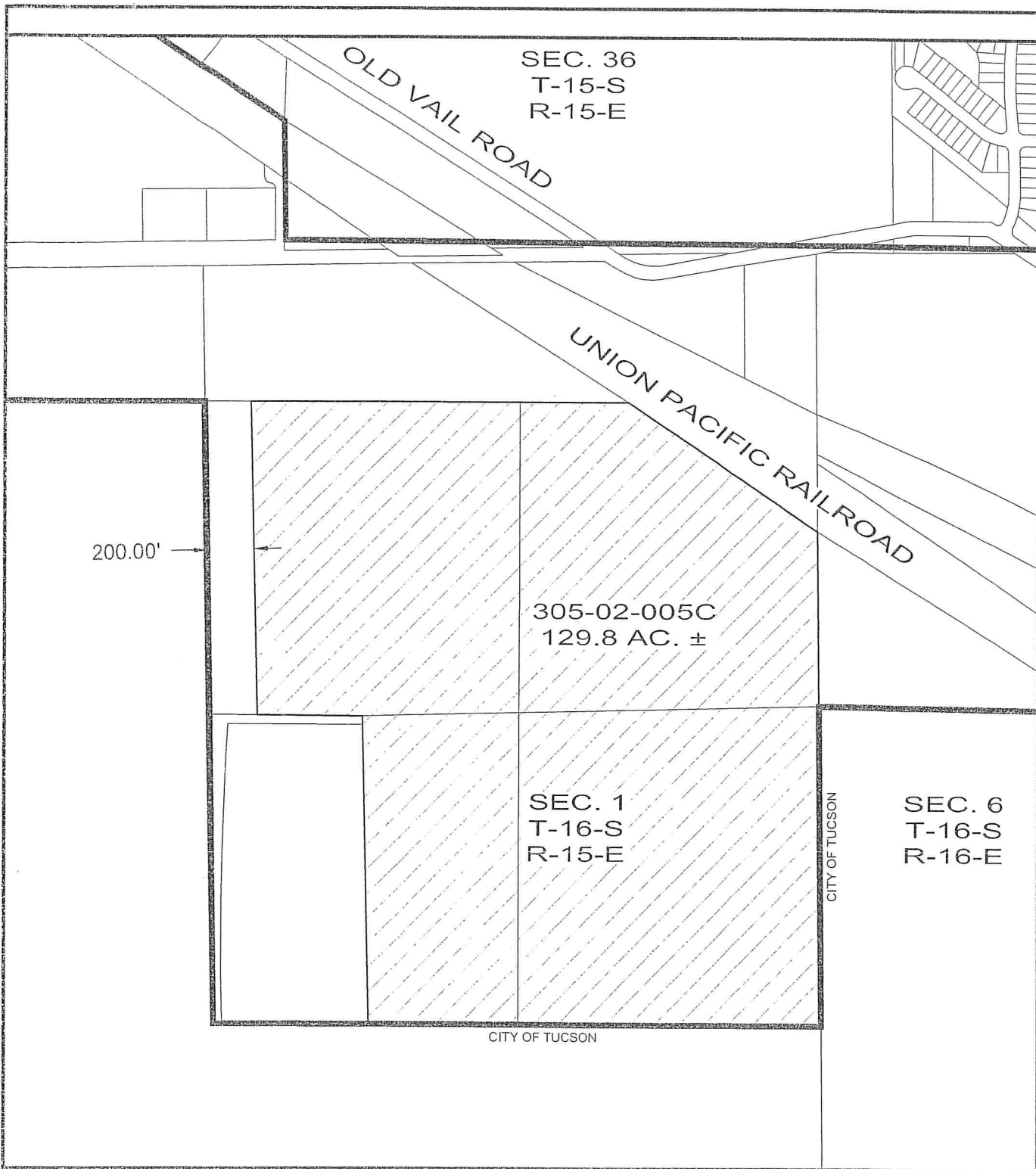




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
JAY ANNEXATION
A PORTION OF SECTION 1, T16S, R15E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND

 AREA TO BE ANNEXED
(129.8 AC. ±)

 EXISTING CITY OF
TUCSON INCORPORATED
LIMITS PER ORDINANCE
NUMBER 8616

DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
CODY ANNEXATION

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL B (A.P.N. 305-13-007C)

That portion of the Northwest quarter of Section 16, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All of the Northwest quarter of said Section 16, lying Westerly of Colossal Cave Road and Southwesterly of the Union Pacific Railroad;

AND A portion of Colossal Cave Road Right of Way and the said Northwest quarter described as follows:

Beginning at the Northeast corner of the parcel as defined in Docket 8793, Page 1804, Records of Pima County, AZ;

Thence, along the northwestern right of way of Colossal Cave Road to the intersection of said northwestern right of way and the mid-section line of said Section 16;

Thence, South along said mid-section line, through the right of way of Colossal Cave Road to the southeastern right of way line of said Colossal Cave Road;

Thence, continuing south along said mid-section line, to the intersection of a line that is 45.00 feet south and parallel to said southeastern right of way line and the mid-section line;

Thence, southeast on a line that is 45.00 feet parallel to said southeastern right of way line to the intersection of a line that is perpendicular to the right of way line of said Colossal Cave Road and said Northeast Corner;

Thence, northwest on a line that is perpendicular to said right of way to the point of beginning.

AND Excepting that portion conveyed to the Vail School District No. 20 per said Docket 8793, Page 1804;

APPROXIMATE AREA contains 5,973,635 Sq.Ft., or 137.2 Acres, more or less.

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



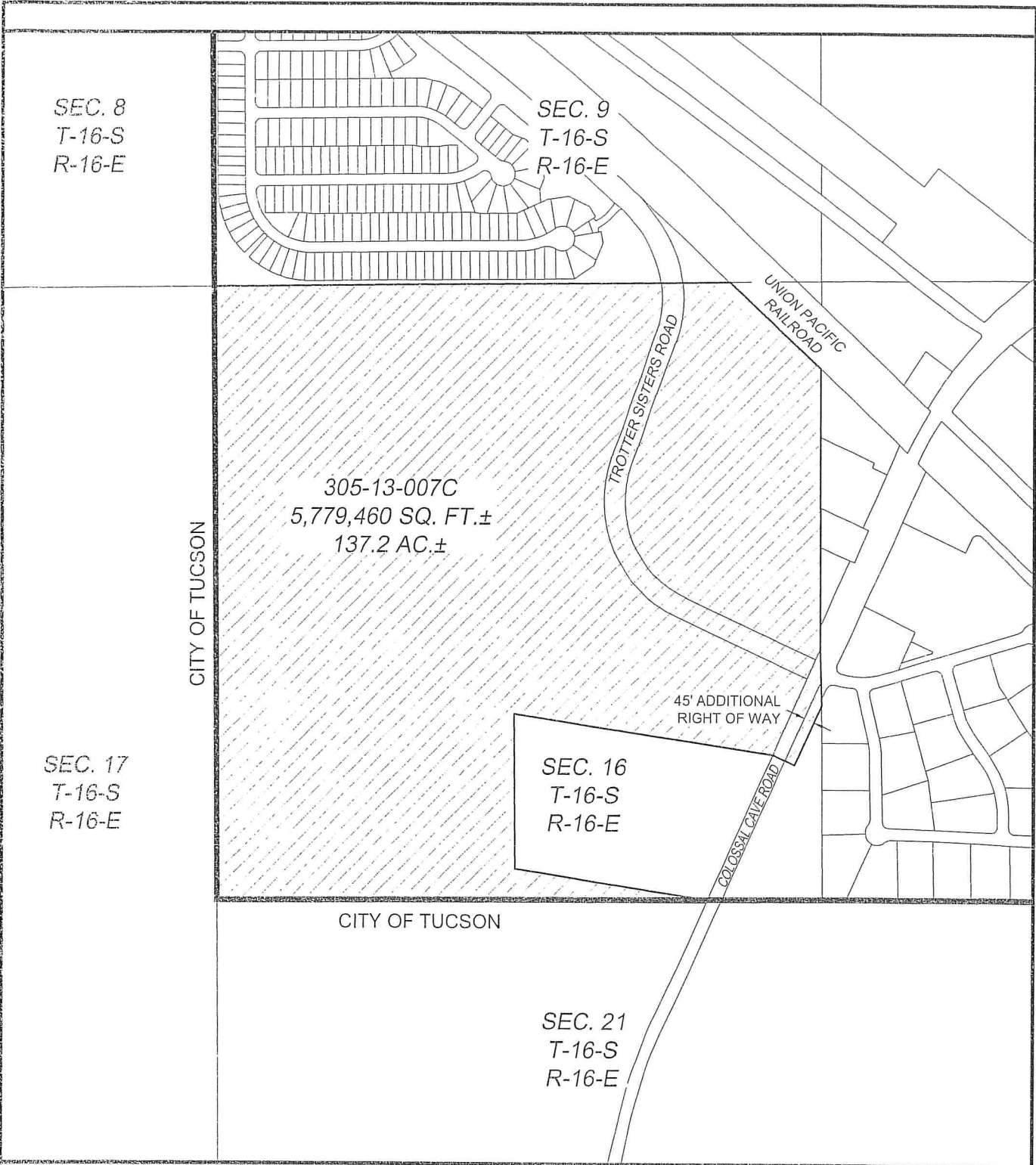


EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
CODY ANNEXATION
A PORTION OF SECTION 16, T16S, R16E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND	
	AREA TO BE ANNEXED (137.2 AC. ±)
	EXISTING CITY OF TUCSON INCORPORATED LIMITS PER ORDINANCE NUMBER 8616



**DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
GABRIEL ANNEXATION**

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL C (A.P.N. 305-84-002C) AND PARCEL D (A.P.N. 305-13-0100)

That portion of the Northwest quarter of Section 21, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10 and Westerly of Colossal Cave Road.

AND A portion of Colossal Cave Road Right of Way and the said Northwest quarter described as follows:

Beginning at the intersection of the North Right of Way line of Interstate-10 and the West Right of Way line of N. Colossal Cave Road;

Thence, Northerly along said West Right of Way, to the intersection of said West Right of Way line and the North Section line of said Northwest Quarter;

Thence, East along said North Section line, to the intersection of a line that is 45.00 feet East and parallel to the East Right of Way line of N. Colossal Cave Rd. and the North section line;

Thence, Southerly on a line that is 45.00 feet parallel to said East Right of Way line to said North Right of Way of Interstate 10;

Thence, Westerly along said North Right of Way of Interstate-10 to the Point of Beginning;

AND Excepting therefrom any portion lying within the E. Dawn Drive Right of Way;

AND That portion of the Northeast quarter of Section 20, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10.

Excepting therefrom any portion lying within public rights-of-way;

OVERALL APPROXIMATE AREA contains 1,519,452 Sq.Ft. or 34.9 Acres, more or less

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



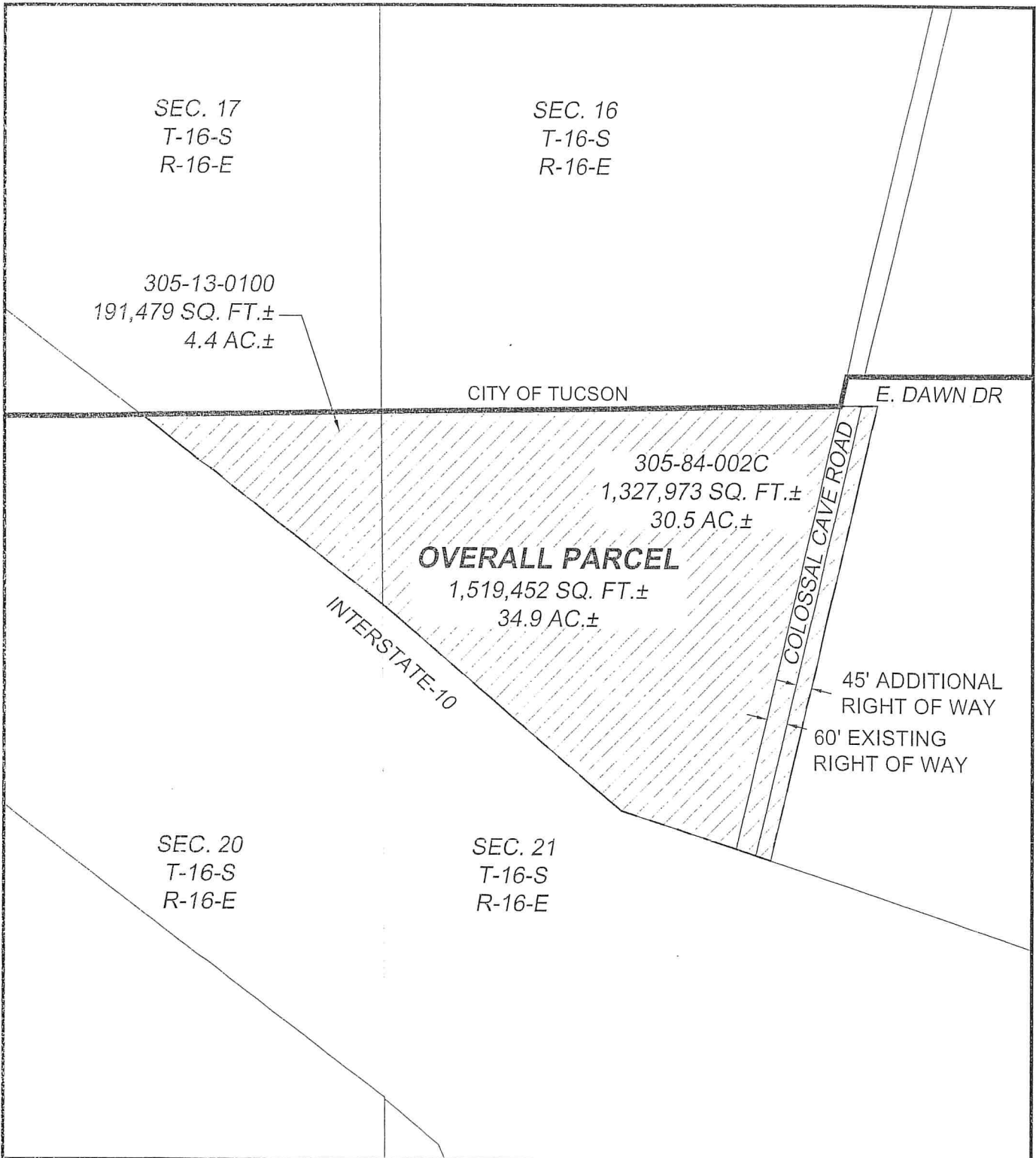




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
GABRIEL ANNEXATION
A PORTION OF SECTIONS 20 AND 21, T16S, R16E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND	
	AREA TO BE ANNEXED (34.9 AC. ±)
	EXISTING CITY OF TUCSON INCORPORATED LIMITS PER ORDINANCE NUMBER 8616





PLANNING & DEVELOPMENT SERVICES DEPARTMENT

ORIGINAL CITY ZONING APPLICATION

CASE NUMBER : _____ Name: Jay

PART 1 GENERAL INFORMATION

OCZ Project Manager: Mike Czechowski Extension: 837-4058

Annexation Public Hearing date: 7/18/2023 Vote: 7-0

Ordinance: _____ Adoption date: _____ Vote: _____

PART 2 PROPERTY INFORMATION

Current Zoning	Area (sq. ft or acres)	Current Development	Assessor Tax Code #	Ward
<u>CI-2</u>	<u>129.8</u>	<u>Vacant Industrial</u>	<u>305-02-005C</u>	<u>4</u>

(If more than one property, please list separately)

Current zoning violations on the property: None

Will current development be in compliance with proposed City zoning? Yes

Any development agreements on the property? Yes If yes, please attach.

Is there a proposed development plan or site design? No If yes, please attach.

PART 3 COUNTY INFORMATION

Please indicate if the property has any of the following and attach information requested:

- Plan Amendments (Case number & name, current status, purpose)
- Rezoning (Case number & name, current status, zoning from and to)
- Board of Adjustment cases/variances (Case number & name, current status, purpose)
- Any other conditions on the property

PART 4 OVERLAY ZONES

Current County Overlays

- Historic
- Airport Environs (AEZ)
- Conservation Land System (CLS)
- Hillside/Protected Peaks and Ridges
- Major Streets & Routes (MS&R)
- Gateway

Possible City overlay zones

- Historic District/Landmark
- Airport Environs (AEZ)
- Environmental Resource (ERZ)
- Wash Ordinance (WASH)
- Hillside (HDZ)
- Major Streets & Routes (MS&R)
- SCZ scenic corridor zone

PART 5 MAP INFORMATION

Please attach map with legal description.

PART 6 NOTIFICATIONS

The project manager will receive notification of the Zoning Examiner public hearing and the scheduled Mayor and Council date. Please attach names and address' of anyone else that should receive notification.

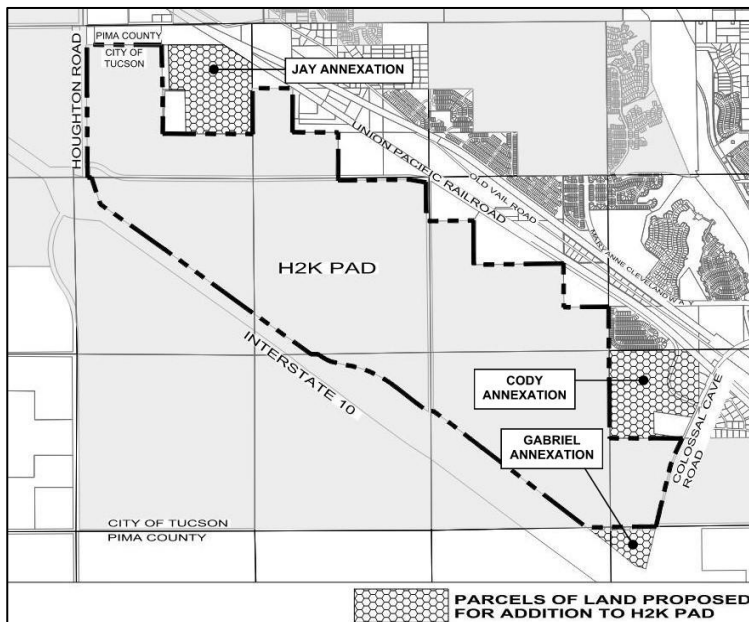
Revised 01/06/13

January 2, 2024

Dear Neighbor:

The WLB Group and Lazarus & Silvyn are assisting the Arizona State Land Department (ASLD) and City of Tucson (“City”) in the potential annexation/original zoning of 302+/- acres (in 3 separate parcels shown below) adjacent to the H2K Planned Area Development (PAD) as well as the amendment to the PAD to include the 302+/- acres. The PAD was approved for the original 2160 acres by the Mayor and Council in July 2022. The sole purpose of this annexation and PAD amendment is to include the three parcels into the PAD. The only regulatory amendments to the PAD involve additional buffering requirements specifically for Acacia Elementary School. The boundaries of the H2K PAD and the property to be added are shown below.

The 302+/- acres is currently vacant and zoned a combination of low density residential (RH) and high intensity industrial (CI-2). As part of the annexation process and per Arizona Revised Statutes 9-471.L, the City is required to adopt city zoning classification for the 302+/- acres that permits densities and uses no greater than those permitted in the County immediately before the annexation. This is called “Original Zoning” and will be discussed at the neighborhood meeting.



In addition, ASLD is processing an amendment to the PAD to include the three annexation parcels. The permitted uses in these parcels would be the same park and light industrial uses already permitted in the PAD, which include manufacturing, wholesaling and other uses that are compatible with surrounding development. This will provide a larger, contiguous area of land that will assist in attracting users that would be a significant contributor to the Tucson economy and employment base.

As a nearby property owner or neighborhood association, we invite you to join our meeting on **January 17, 2024, at 6:30 pm at Empire High School, 10701 E. Mary Ann Cleveland Way, Tucson, AZ 85747** to learn more about the project. The meeting will include a discussion of Original Zoning, the PAD amendment proposal and review of the City’s rezoning process. There will be ample time for questions.

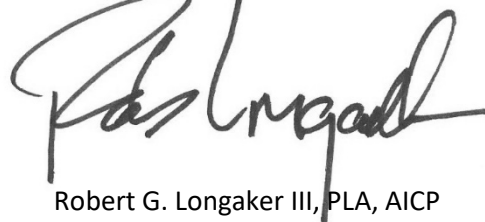
If you would like to personally speak with City staff regarding this matter, please contact John Beall via email at john.beall@tucsonaz.gov or at (520) 837-6966. If you have written comments, please submit them to the Planning and Development Services Director at 201 N. Stone Avenue, Tucson, AZ 85701.

If you have specific questions about the annexation, please contact Mike Czechowski via email at mike.czechowski@tucsonaz.gov or at (520) 837-4058.

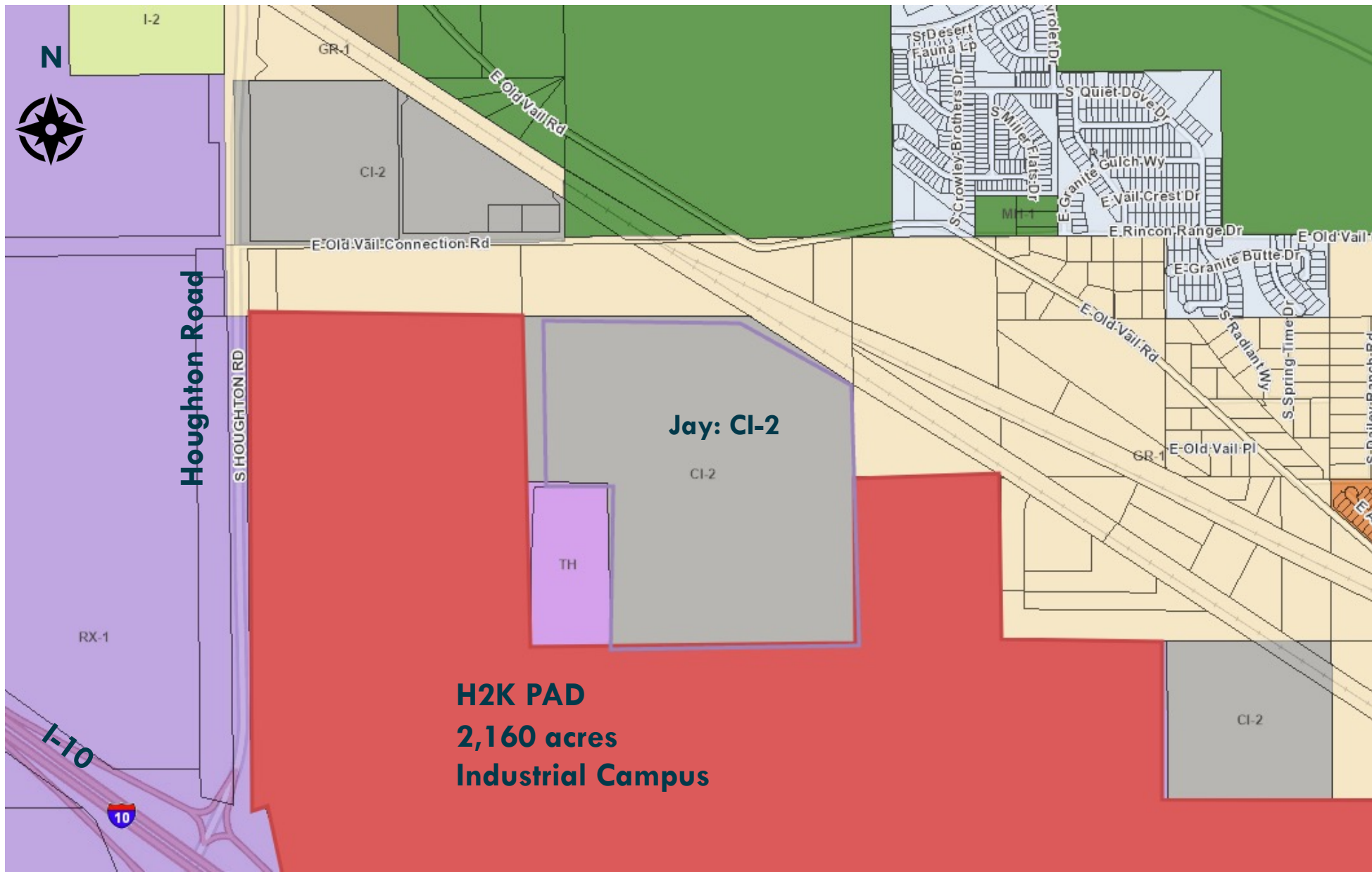
We look forward to answering any questions you might have at the neighborhood meeting. If you have any questions before the meeting, or if you cannot attend the meeting and would like to discuss the project, please contact either Keri Silvyn from Lazarus & Silvyn via email at ksilvyn@lslawaz.com or at (520) 207-4464, or Rob Longaker from The WLB Group via email at rlongaker@wlbgroup.com or at (520) 881-7480. Comments and questions may also be mailed to The WLB Group at 4444 East Broadway Boulevard, Tucson, AZ 85711.

Sincerely,

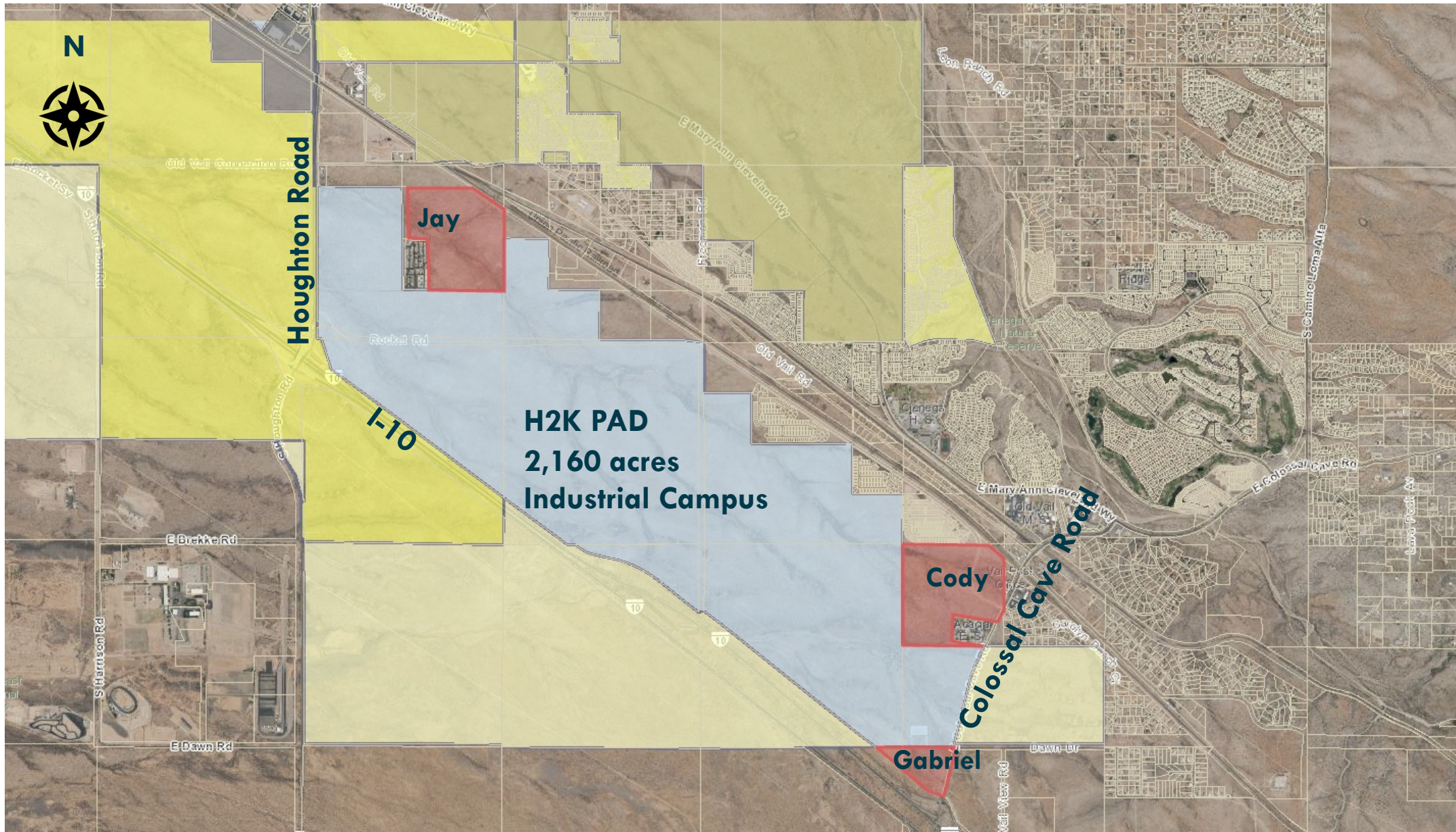
THE WLB GROUP, INC.



Robert G. Longaker III, PLA, AICP
Director of Planning



Jay Pima County Zoning: CI-2



H2K Planned Area Development (PAD)

**DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT ANNEXATION PARCEL**

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ. 85711
Job No. 121044-A-005

That portion of Pima County, Arizona, described as follows:

PARCEL A (A.P.N. 305-02-005C)

The South 3/4 of the Northeast quarter lying Southwesterly of the Union Pacific Railroad and the North half of the Southeast quarter of Section 1, Township 16 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona.

Excepting therefrom any portion lying within public rights-of-way;

Further excepting the West half of the Northwest quarter of the Southeast quarter thereof;

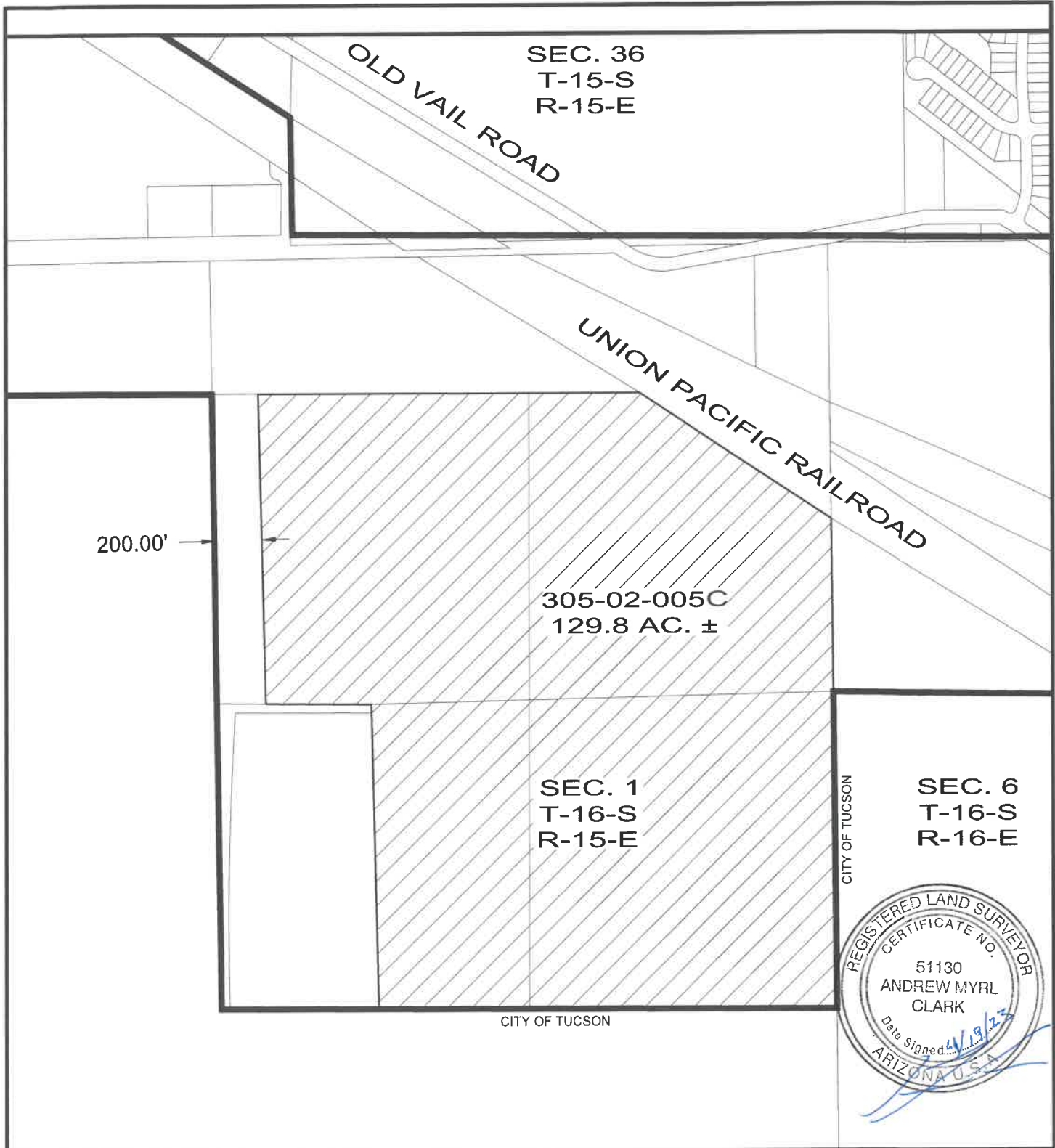
Further excepting the West 200.00 feet of the South 3/4 of said Northeast quarter.

APPROXIMATE AREA contains 5,655,848 Sq.Ft. or 129.8 Acres, more or less.



THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130





**EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT ANNEXATION PARCEL
A PORTION OF SECTION 1, T16S, R15E, G.S.R.M.
PIMA COUNTY, ARIZONA**

LEGEND	
	AREA TO BE ANNEXED (129.8 AC. ±)
	EXISTING CITY OF TUCSON INCORPORATED LIMITS PER ORDINANCE NUMBER 8616

Pima County	Definition	Primary Use	Minimum lot area	Maximum Height	Tucson	Definition	Primary Use	Minimum lot area	Maximum Height
CI-2	General Industrial	Manufacturing, Salvage Yards	None	54 feet	I-2	Heavy Industrial	Manufacturing	none	140 feet
RH	Rural Homestead	Low density, residential	180,000 sf	34 feet	SH	Suburban Homestead	Low density, residential	180,000 sf	30 feet

* Per A.R.S. § 9-471 Section L: A city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.

Projected Translation Zoning*



DATE: 1-19-2024

City of Tucson
Planning & Development Services
Rezoning Section
201 North Stone Avenue
PO Box 27210
Tucson, AZ 85726-7210

SUBJECT: Neighborhood Mailing Certification

ACTIVITY NUMBER:

PROJECT LOCATION: Jay Annexation

This serves to place on record the fact that on January 2, 2024, Mike Czechowski
(date) (name)

mailed notice of the January 17, 2024 neighborhood meeting such that the notice was
(date of meeting)

received at least ten (10) days prior to the date of the meeting.

Signature:  _____ Date: 1-19-2024

Attachment: copy of mailing labels

Name	Address	City, State, Zip
Regina Romero - Mayor	255 W. Alameda ST	Tucson, AZ 85701
Al Wiruth - N.A. - Rita Ranch	9982 E Paseo San Bernardo	Tucson, AZ 85747
Michael Tone - N.A. - Rita Ranch	7992 S Sunrise Meadow Dr	Tucson, AZ 85747
Nikki Lee - Ward 4	8123 E. Poinciana DR	Tucson, AZ 85730
Richard G. Fimbres - Ward 5	4300 S. Park AV	Tucson, AZ 85714

PARCEL	MAIL1	MAIL2	MAIL3	MAIL4	MAIL5	ZIP
305090140	UNION PACIFIC RAILROAD	KENT SCHILLING PROP TAX	1400 DOUGLAS ST STOP 1640	OMAHA NE		68179
30509007A	LUMINEX LLC	ATTN: JOSEPH MC CREADY	3360 N ELENA MARIA	TUCSON AZ		85750
30502005C	STATE OF ARIZONA	400 W CONGRESS ST STE S315	TUCSON AZ			85701
30502003A	CACTUS COUNTRY RV RESORT LLC	29605 US HIGHWAY 19 N STE 130	CLEARWATER FL			33761
30502001E	UNISOURCE ENERGY CORP	TAX DIRECTOR	PO BOX 711 MAIL STOP HQW802	TUCSON AZ		85702
30502001D	TUCSON ELECTRIC POWER COMPANY	ATTN: TAX DIRECTOR	PO BOX 711	TUCSON AZ		85702

SIGN IN SHEET

H2K PAD AMENDMENT-NEIGHBORHOOD MEETING

JANUARY 17TH, 2024



NAME	PHONE	EMAIL ADDRESS	ADDRESS
Dennis Luebbert	(520) 444-9756	denlue1@proton.me	361 N. DEL SUR DR VAIL, AZ 85441
JOSE CORPUS		corpustos@gmail.com	113035 WEISMANN DR
JENN MADDOX		jennmaddox@gmail.com	13610 E MOONCLOUD WAY
Kevin Carney		carneyk@vail school district.org	
Bobbie Humberg	—	—	—
Allyn Mancuso	520-574-3000	info@cactuscountryrvpark.com	CACTUS COUNTRY RV RESORT
LINDA BROADWATER	520 441-1356	lp.broadwater@aol.net	
Teresa Smith	ward 4		
Nikki Lee	11		
Callie Tippett	520-271-4312	ctippett@cox.net	13323 E. Almond Crest Dr. VAIL AZ 85674
Jan Carney	520-343-8507	carneyj@vail school district.org	11285 E. Rabbit Run Way RESORT
AL WIRTH	505741189	9902 E Paseo San	ALWIRTH1@Yahoo.com BERNARDO TUCSON
Lewis	951-627-5119		12975 EKUSO

Jay Original City Zoning Neighborhood Meeting
Tuesday, January 17, 2024
6:30 pm-8:30 pm
Empire High School
10701 E. Mary Ann Cleveland Way

Staff present:

1. Mike Czechowski, Economic Initiatives Senior Project Manager

Notes:

Joint presentation with Property owner and owners representatives to discuss Original City Zoning for Jay, Cody, and Gabriel Annexation areas, as well as H2K PAD Amendment. Attendees were there to primarily discuss the rezoning proposal.

No discussion on Original City Zoning.

Sincerely,



Mike Czechowski, CEcD
Economic Initiatives Senior Project Manager
520-837-4058

CERTIFICATE OF CLERK

City of Tucson

State of Arizona }
County of Pima } ss

I, Suzanne Mesich, the duly appointed and qualified City Clerk of the City of Tucson, Arizona, do hereby certify pursuant to Tucson Code § 2-102 that the following is a true and correct copy of Mayor and Council Resolution No. 23614, with Exhibits, which was passed and adopted by the Mayor and Council of the City of Tucson, Arizona, at a meeting held on May 23, 2023, at which a quorum was present.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Tucson, Arizona on August 23, 2023.

Total of 22 page(s) certified.

M. Salamant
for City Clerk

ADOPTED BY THE
MAYOR AND COUNCIL

May 23, 2023

RESOLUTION NO. 23614

RELATING TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENTS; AUTHORIZING AND APPROVING THE EXECUTION OF A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TUCSON AND STATE OF ARIZONA ACTING BY AND THROUGH THE STATE LAND COMMISSIONER, OWNER OF PARCEL NOS. 305-02-005C, 305-13-007C, 305-84-002C AND THE PORTION OF PARCEL 305-13-0100 LOCATED NORTH OF INTERSTATE 10 (I-10).

WHEREAS, the City of Tucson and State of Arizona, owner of Parcels 305-02-005C, 305-13-007C, 305-84-002C, and a portion of Parcel 305-13-0100 located north of I-10, have reached a Pre-Annexation and Development Agreement (PADA), attached as Exhibit 1 to this Resolution and incorporated by this reference, for the property whose location and boundaries are shown on the map attached as Exhibit A to the PADA; and

WHEREAS, the execution of this PADA is in the best interests of the City of Tucson:

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

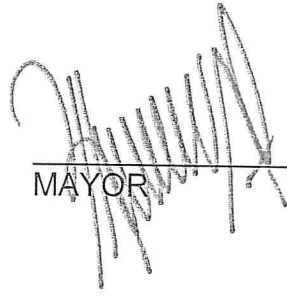
SECTION 1. The PADA between the City of Tucson and the State of Arizona, owner of Parcels 305-02-005C, 305-13-007C, 305-84-002C, and a portion of Parcel

305-13-0100 located north of I-10 (with its Exhibit A), attached as Exhibit 1 to this Resolution, is authorized and approved.

SECTION 2. The Mayor is authorized and directed to execute the PADA for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

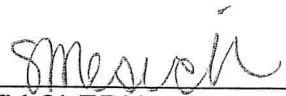
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, May 23, 2023.




MAYOR

ATTEST:




CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

CA/dg
05/10/2023

When recorded, return to:

Office of the Tucson City Attorney
City Hall Tower
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

This PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is made by and between the City of Tucson, an Arizona municipal corporation (the "City"), and the STATE OF ARIZONA (the "Owner"), acting by and through the State Land Commissioner (the "Commissioner"), pursuant to the authority of A.R.S. § 9-500.05. The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the annexation and development of such property and establishing certain development rights therein. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the City; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

B. The Owner is the owner of approximately 326 acres of real property located in Pima County, Arizona, with parcel numbers 305-02-005C, 305-13-007C, 305-84-002C, and the portion of parcel 305-13-0100 located north of I-10 (the "Property"). Exhibit A is a map and legal description of the Property. The Property is land granted to Owner in trust by the Arizona-New Mexico Enabling Act (the "Enabling Act") and administered by the Commissioner and State Land Department (the "Department") in the best interest of the State Land Trust (the "Trust") created by Article 28 of the Enabling Act. The City acknowledges that the Arizona Legislature granted the Commissioner final authority to determine the appropriate uses of the State Trust Lands. The City further acknowledges that any agreement permitting the City to annex the Property and any future uses of the annexed Property must serve the best financial interests of the Trust as determined by the Commissioner. ASLD's mission is to manage the State Trust Lands for that purpose,

consistent with sound stewardship, conservation, and business management principles.

C. The Property is currently situated outside of the existing corporate limits of the City. Under the Pima County zoning ordinance, the Property is currently zoned RH and CI-2.

D. The Property is situated directly adjacent to over 2000 acres of State Trust Land located within the City limits that was rezoned by the City Mayor and Council on July 12, 2022 as the H2K Planned Area Development ("PAD"). The Property was not included in the PAD because it is currently located within the County. Simultaneously with this annexation, the PAD will be amended to include the Property within the PAD.

E. The City desires to extend and increase its corporate limits by annexation of the Property and other adjoining properties. Due to the configuration of the Property, this annexation will be accomplished by three concurrent annexation processes, all of which will be scheduled, considered and adopted by the City on the same Mayor and Council formal agendas for the same meetings. Any reference below to "annexation" applies to all three annexations.

F. The Owner has established guidelines for the annexation of Trust Lands. In those guidelines, the Department requests the municipality identify specific benefits to the Trust that will result from the proposed annexation, including, among other factors, a description of the development and entitlement agreements that would be included in the annexation, the proposed General Plan land use designations, density and zoning, and a timeline for initiating the zoning upon annexation.

G. The City has identified the following specific benefits that will result to the Trust if the Owner agrees to permit the annexation of the Property into the City: (i) providing water and other high quality municipal services to the Property; (ii) entitling the Property for employment and industrial uses that are appropriate for lands adjacent to I-10 and rail by amending the PAD to include the Property (the "Future Zoning"); and (iii) using reasonable efforts to expedite the City's development approval processes for Owner's purchasers, lessees, assigns and other successors in interest with respect to the Property (collectively, the "Successors").

H. In addition, the Trust shall benefit from the Future Zoning (as defined and described below). The City acknowledges that the development of the Property in accordance with the best interest of the Trust requires that the Owner have assurances from the City, before the Owner approves the City's annexation request, that the City will not hinder the Owner in the development of the Property, and that if and when the Owner seeks to sell or lease the Property for development, the ultimate land uses and densities on the Property will be consistent with the Future Zoning.

I. In exchange for the City's agreeing to provide the Owner with the foregoing specific benefits, the Commissioner agrees to accept and process the City's request for annexation. The State Selection Board (the "Selection Board") has already considered and approved annexation of the Property on December 15, 2022.

J. The Parties acknowledge that legislative decisions by the Mayor and Council, including the adoption of the Annexation Ordinance, Original City Zoning, and Future Zoning, are discretionary acts that are taken in the public interest.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated: The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated by this reference.

2. Annexation: The City shall undertake to perform all necessary acts and procedures set forth in A.R.S. § 9-471 et seq. so that the Property shall be annexed by the City and included within the corporate limits of the City.

2.1. Annexation Petition. In furtherance of Annexation of the Property, the City will hold the first public hearing for Annexation no later than August 31, 2023. Owner shall sign the annexation petition (the "Petition") provided the Owner is satisfied with the final report and recommendation of the City's Zoning Examiner to Mayor and Council relating to the Original City Zoning for the Property and Future Zoning (collectively, the "Z.E. Reports"), as described below in Sections 3.2 through 3.4. The City acknowledges that Owner may choose not to sign the Petition if, in its sole discretion, Owner is not satisfied with the Z.E. Reports, in which case this Agreement shall automatically terminate and be of no further force or effect. Once the City has received the signed Petition, City shall perform all necessary acts and procedures to submit the Annexation to the Mayor and Council for consideration, subject to and conditioned upon the provisions of this Agreement.

2.2. Annexation Date. The City will schedule Annexation Ordinance adoption for Mayor and Council approval at a Mayor and Council meeting no later than forty-five (45) days after Owner has submitted the signed Petition, pursuant to Section 2.1, above, and shall schedule the Annexation Ordinance, Original City Zoning and Future Zoning adoptions all at the same Mayor and Council meeting.

2.3. Failure to Adopt Annexation. Nothing herein shall limit the legislative discretion of the Mayor and Council in considering whether to adopt the Annexation. In the event the Mayor and Council reject the proposed Annexation, this Agreement shall automatically and immediately become null and void. Additionally, in the event the Mayor and Council have not adopted the Annexation Ordinance within forty-five (45) days after Owner has signed and submitted the Petition to the City, the Mayor and Council shall not take any further action in furtherance of Annexation based on the previously filed Petition and this Agreement shall automatically and immediately become null and void, unless requested in writing by Owner to extend this deadline by another forty-five (45) days.

The Owner agrees that during the term of this Agreement, the Owner shall not voluntarily seek to have the Property become annexed or otherwise become included

within any Arizona city or town other than the City of Tucson.

3. Zoning.

3.1. City Zoning Classifications for the Property. The City and the Owner acknowledge that A.R.S. § 9-471(L) requires that the City initially zone lands annexed to the City for land use densities and intensities no greater than the previously existing County zoning for such lands. The City and the Owner further acknowledge that the nearest equivalent City classification for the existing Pima County zoning of the Property is the City's RH for the portion of the Property currently zoned RH and I-2 for the portion of the Property currently zoned CI-2. ("Original City Zoning"). Owner desires to amend the PAD to include the Property as Future Zoning for the Property as described in Recitals D and G and Section 3.3 below.

3.2 Original City Zoning. Original City Zoning for the Property shall proceed on the same timeline as the Future Zoning (as provided below in Section 3.3 and 3.4) but shall not be considered by Mayor and Council until after consideration of the Annexation Ordinance and prior to consideration of the Future Zoning. The City shall process the Original City Zoning in compliance with Sections 3.5.1 and 3.5.3 of the Unified Development Code of the City of Tucson, Arizona ("UDC"), with all required procedures provided for such action by the applicable state enabling provisions established in A.R.S. §§ 9-462.04 and 9-471 (L).

3.3 Future Zoning. The Owner will be processing the Future Zoning in compliance with State law and the UDC. The PAD that currently exists adjacent to the Property provides a zoning district with distinct regulations as adopted by Mayor and Council in July 2022, and has land use regulations different from the zoning regulations applicable to other zoning districts. In order to develop the Property as intended and in conjunction with the other contiguous ASLD holdings, the PAD will be amended to include the Property within the PAD boundaries and subject to those regulations. Pursuant to Section 2.1, above, the Owners are under no obligation to annex whatever the outcome of the PAD amendment process.

3.4 Zoning Procedure. Owner and City will process the Future Zoning and Original City Zoning pursuant to all State and local regulations. The Original City Zoning and Future Zoning shall be heard by the City's Zoning Examiner no later than October 31, 2023. The City confirms that the Future Zoning is in compliance with all applicable City General Plan documents.

3.4.1. The City shall process the Future Zoning application for action by the City's governing body in accordance with Sections 2.2, 3.5 and 3.6 hereof and all required procedures provided for such action by applicable state enabling provisions and the UDC. If the Z.E. Reports are not published by November 15, 2023, Owner shall have the right to terminate this Agreement by written notice to the City, in which event this Agreement shall be of no further force or effect.

3.4.2. Pursuant to Section 2.1, above, the Owner is under no

obligation to annex whatever the outcome of the Future Zoning Report. The Parties acknowledge that the City's approval of the Original Zoning and the Future Zoning and the approval of the Annexation are legislative acts which are solely in the discretion of the Mayor and Council based upon the public health, safety and welfare. Nothing herein limits or conditions the exercise of this legislative authority.

3.4.3. The City shall schedule for consideration and adoption an ordinance accomplishing the Annexation on the same agenda as consideration and adoption of the Original Zoning and Future Zoning.

3.4.4. If the Owner does not agree with the Z.E. Reports, Owner may either (i) request reconsideration pursuant to UDC Section 3.5.3.1.3.c to permit discussions between the parties to resolve the differences, or (ii) determine that the Owner's issues with the Z.E. Reports cannot be resolved, and decline to sign the Annexation petition pursuant to Section 2.1, above.

3.5 Original and Future Zoning Fees. All Original Zoning and Future Zoning fees shall be deferred by the City until an ASLD Successor assumes control of the property.

3.6 Mayor and Council Consideration. The Annexation Ordinance, Original City Zoning, and Future Zoning shall be considered as a single Mayor and Council regular session agenda item that may be approved by the Mayor and Council in one motion. At the request of Owner, Mayor and Council shall schedule the Annexation, the Original Zoning, and the Future Zoning as a study session item on the same meeting date as those actions are scheduled for consideration on a regular session agenda. If at the conclusion of the study session and before Mayor and Council commences affirmative legislative action on the Annexation Ordinance, Owner determines that Mayor and Council will deviate from the Original Zoning or Future Zoning in a manner which negatively affects Owner's ability to use the Property, Owner may either (i) request the Mayor and Council continue its hearing and action on the Annexation and Original Zoning for a minimum of thirty (30) days to permit discussions between the Parties to resolve the differences, which request shall not be unreasonably denied; or (ii) withdraw its signature from the Annexation Petition.

3.7 Challenge and Referral. If, after Mayor and Council adopt the Annexation Ordinance, Mayor and Council do not adopt the Future Zoning or adopt Future Zoning for the Property that differs from the Future Zoning in the Z.E. Reports which was the basis for the Owner's signing of the Petition under Section 2.1, above ("Inconsistent Future Zoning"), Mayor and Council hereby grant the City Attorney's Office the legal discretion to not challenge any petition brought by the State Land Department pursuant to A.R.S. § 9-471©. If any person, other than a Party, files a verified petition with the City challenging the validity of the Future Zoning or this Agreement within the Thirty Day Post Adoption Period after the City has adopted Inconsistent Future Zoning; or a referendum referring the Inconsistent Future Zoning for any portion of the Property is initiated within the Thirty Day Post Adoption Period, Owner and the City shall promptly within the Thirty Day Post Adoption Period meet to discuss in good faith the challenge

or referendum, provided, however, that neither Party hereto by agreeing to meet to discuss the challenge or referendum is thereby waiving its rights under this Agreement. If the legal representatives of the Parties are able to reach an agreement on a course of action in response to the third-party petition, such agreement may be memorialized by a memorandum signed by the Mayor of Tucson and the Director of the State Land Department.

3.7.1 In the event that the City adopts Inconsistent Future Zoning, the City may challenge a petition filed pursuant to A.R.S. § 9-471(C) by a party other than Owner.

4. Water Service to the Property: Upon approval of overall water master plan, the City, through its water utility, Tucson Water, is willing and able to serve the Property with sufficient potable water for domestic consumption and fire suppression, subject to the provisions of the Tucson Code. If Owner's Successors elect to obtain water service from the City, then the City and Owner agree that the following terms will govern the provision of such service, unless these terms are superseded by a later agreement between the City and any Owner:

4.1 Off-Site Water Improvements: The Owner's Successors shall be responsible for any extensions or upgrades of Tucson Water mains/facilities as detailed in a separate *Agreement for Construction of Water Facilities under Private Contract*. This agreement will also detail any oversizing required by Tucson Water of the Owner's Successors and related reimbursements to the Owner's Successors by Tucson Water.

4.2 On-Site Water Improvements: The Owner's Successors shall be responsible for the construction of all on-site water distribution facilities in the approved overall water plans, according to the City's standard specifications and codes.

4.3 Payment of Fees: The Owner's Successors shall be responsible for payment of plan review fees, inspection fees, meter connection fees and any other generally-applicable fees established by the City's Mayor and Council.

5. Other Services. The City shall provide all other City services, including but not limited to sanitation and police, to the Property for the benefit of Owner and Owner's Successors in accordance with the City's standard regulations, policies and practices, to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.1 Economic Development Incentives: The Property is eligible to apply for the Primary Jobs incentive, Site Specific Sales tax, the Water Infrastructure Incentive, and any other eligible economic incentives for any future development.

5.2 Transaction Privilege Tax Spending: The City expects to generate substantial tax revenue from the annexation and subsequent development of the Property from the imposition of a variety of transaction privilege taxes. Within ten

(10) years from Owner's initial sale of the Property, but no more than 15 years from the adoption of the Annexation Ordinance, the City shall dedicate revenues collected from transaction privilege taxes to public improvements in the area, to be agreed upon by the Arizona State Land Department, City of Tucson relevant Ward Council Member, and the City Manager's Office. If the three entities are not able to reach a consensus decision on such public improvements, the City Manager's Office shall approve spending on public improvements in the area in the amount of collected transaction privilege tax revenues during such period.

6. Term and Effective Date. This Agreement shall be effective on the later date of the Parties' signatures below and shall remain in full force and effect until terminated as set forth herein. Notwithstanding any other Mayor and Council ordinance or policy, this Agreement shall terminate automatically twenty-five (25) years after the date of passage of the Annexation Ordinance. Furthermore, in addition to Owner's right to terminate this Agreement pursuant to provisions above, including but not limited to Sections 2.1, 3.4.4, and 3.6, in the event the Annexation Ordinance and Future Zoning are not approved by Mayor and Council by December 31, 2023, Owner shall have the right any time thereafter to terminate this Agreement upon thirty (30) days prior written notice to the City.

7. Vested Rights; Protected Development Rights. Subject to the provisions set forth in Section 11, below, the City agrees that upon adoption of the Future Zoning, and for the term of this Agreement, Owner and its Successors shall have a vested right to develop the Property in accordance with the Future Zoning and this Agreement. The rights established under this Agreement are attached to and run with the Property. This Agreement shall be interpreted and construed so as to preserve any vested rights and protected development rights respecting Owner, its Successors and/or the Property existing under this Agreement, the Future Zoning, and applicable law.

8. Subsequent Zoning Amendments. Owner anticipates, at this time, that the sale or leasing and development of the Property may occur over a period of years, perhaps in multiple phases, depending on the market and prospective users. Based on market conditions, industry factors, business considerations, and other matters beyond the control of the Parties, Owner may seek to amend the Future Zoning approved pursuant to the Zoning process described in Section 3, above. The Parties shall cooperate in good faith to agree upon, and use reasonable best efforts to process for consideration by Mayor and Council, any changes to the Future Zoning or this Agreement. Owner and the City agree that any further amendment to the Future Zoning shall be incorporated by reference into this Agreement with the same force and effect as Future Zoning as defined and as if set forth herein and shall not require corresponding amendment to this Agreement. Nothing in this Section shall be construed to limit Mayor and Council's discretion to accept or reject any proposed amendment to the Future Zoning. The City agrees to delegate to its Assistant City Manager the ability to meet and confer with Owner regarding minor changes or adjustments to the Future Zoning that are necessary or appropriate.

9. Review of Plans: The City acknowledges that Owner desires to ensure timely

review and approval of Owner's future development plans, plats for development, improvement plans and permits (collectively, "Plans") on the Property. To expedite the City's review of Owner's Plans, the City Manager shall designate a City employee or employees to serve as an ombudsman for the purpose of facilitating the review of Owner's Plans.

10. Regulation of Development. With respect to the development of the Property as contemplated by this Agreement, the Parties agree that the codes, ordinances, rules, regulations, permit requirements, exactions, fees, development fees (as governed by A.R.S. § 9-463.05), other requirements, and/or official policies of the City (collectively, the "City Regulations") which apply to the development of the Property shall be those City Regulations in existence and in force as of the date of adoption of the Annexation Ordinance and those City Regulations enacted, amended, or modified subsequent to that date and during the Term of this Agreement which meet one or more of the following criteria:

10.1 City Regulations that are consistent with, and which will not materially or adversely limit or change the development of the Property as contemplated by this Agreement, including the Future Zoning and any specific plans adopted for the Property.

10.2 City Regulations which Owner may agree in writing shall apply to the development of the Property

10.3 City Regulations enacted as necessary to comply with mandatory requirements imposed on the City by state or federal laws and regulations, including court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event any such mandatory requirements prevent or preclude compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the minimum permissible compliance with such mandatory requirements.

10.4 City Regulations reasonably necessary to alleviate legitimate threats to public health and safety, provided such City Regulations shall be applied uniformly and not arbitrarily to all areas that are subject to the similar threat.

10.5 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, dangerous building, and similar construction and safety related codes.

10.6 Amendments to such construction and safety codes generated by the City for the purposes of conforming such codes to the conditions generally existing in the City, provided that such code amendments shall be applied uniformly and not arbitrarily.

11. Anti-Moratorium. The Parties hereby acknowledge that development of the Property may occur in phases as Owner disposes of specific parcels. The City shall not

enact any moratorium, growth boundary, or future ordinance, resolution, or other rule or regulation imposing a limitation on the conditioning, rate, timing, or sequencing of the development of property within the City affecting the Property or any portion thereof without the written consent of the Commissioner, except as provided for and in compliance with A.R.S. § 9-463.06. In addition, the City shall not act in concert with, or request any other person or entity (or regulatory agency) to impose conditions or restrictions on, the development of the Property.

12. Recording of Agreement: This Agreement shall be recorded in the Office of the Pima County Recorder and the Owner's obligations in this Agreement shall be covenants running with the Property and any portion thereof, and said obligations shall further be binding upon the Owner and any and all of the Owner's heirs, successors-in-interest and assigns irrespective of the manner in which any of them acquire title or any interest in or to all or any portion of the Property.

13. Representations. This Agreement (and each undertaking of the Parties contained herein) constitutes a valid, binding and enforceable obligation of the Parties, enforceable according to its terms. The Parties will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names a Party as a party or which challenges the authority of a Party to enter into or perform any of its obligations hereunder. The severability and reformation provisions of Section 15.9 below shall apply in the event of any successful challenge to this Agreement.

14. General Provisions.

14.1 Cooperation. The City and Owner hereby acknowledge and agree that they shall cooperate in good faith with each other and use best efforts to pursue the sale at public auction and development of the Property as contemplated by this Agreement.

14.2 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.

14.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511

14.4 Notices. All notices, approvals, and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, and delivered personally or sent by nationally recognized courier (e.g., Federal Express, Airborne, UPS), or by United States mail, certified with return

receipt requested, to:

If to the City: City of Tucson
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

Attn: City Manager

With a copy to: City of Tucson
255 West Alameda, P.O. Box 27210
Tucson, Arizona 85726-7210

Attn: City Attorney

If to Owner: Arizona State Land Department
1110 West Washington Street
Phoenix, Arizona 85007
Attn: Arizona State Land Commissioner

With a copy to: Arizona Attorney General's Office
Natural Resources Section
2005 N Central Avenue
Phoenix, Arizona 85004
Attn: Section Chief Counsel

or to such other addresses as any Party hereto may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, within twenty-four (24) hours following deposit with a nationally recognized overnight courier, or within forty-eight (48) hours following deposit with the United States mail, certified with return receipt requested, as hereinabove provided, prepaid and addressed as set forth above.

14.5 Estoppel Certificate. Either Party may request of the other Party, and the requested Party shall, within twenty-one (21) calendar days, respond and certify by written instrument of the requesting Party that (i) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (ii) the existence of a default and the scope and nature of the default, (iii) the existence of any counterclaims which the requested Party has against the other Party and (iv) any other matters that may reasonably be requested in connection with the development of land, development of the Property or any material aspect of the zoning, plat or other approval. Such Estoppel Certificate may be limited to be to the benefit of only a party to this Agreement and shall not be relied upon by third parties who are not parties to this Agreement.

14.6 Governing Law. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

14.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

14.9 Limited Severability. The City and Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

14.11 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

14.12 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.

14.13 Lot Sale. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this Section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the Parties, upon conveyance of the lot to the end purchaser by a recorded deed. For this Section, "lot" shall be any lot upon which a home has been completely constructed that is contained in a recorded subdivision plat that has been approved by the City.

14.14 Force Majeure. The performance of either 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, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

14.15 Arbitration. The Parties agree to use arbitration to the extent required by A.R.S. § 12-1518 and 12-133.

14.16 Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined this Agreement.

14.17 Conflict of Interest. This Agreement is subject to cancellation by the State under A.R.S. § 38-511.

14.18 Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State for five years after the termination of this Agreement.

14.19 Execution. This Agreement may be executed in counterparts, with multiple signature pages.

[Signatures on following page]

STATE OF ARIZONA, by and through the Arizona State Land Commissioner

By: Robyn Sahid

Date: JUNE 6, 2023

Printed Name: Robyn Sahid

Title: Commissioner

CITY OF TUCSON,
an Arizona municipal corporation

By: [Signature]
Mayor Regina Romero

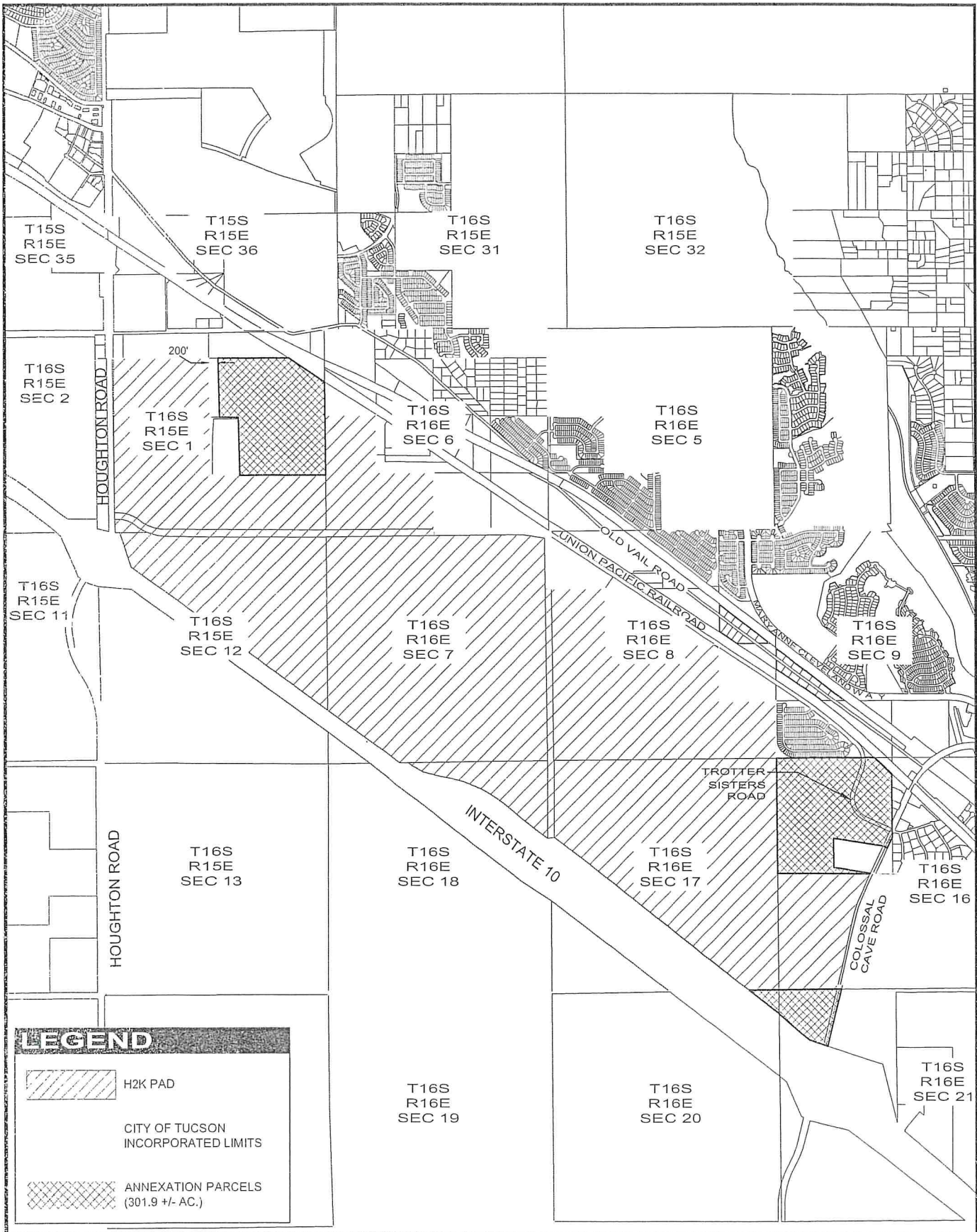
ATTEST:

By: [Signature]
Suzanne Mesich, City Clerk

On: May 23, 2023
Date

APPROVED AS TO FORM:

By: [Signature] for
Mike Rankin, City Attorney



D:\12\04-101 Planning\10 Annexation\Annexation Exhibits.dwg Plotted Apr. 19, 2023

ARIZONA STATE LAND DEPARTMENT ANNEXATION OVERVIEW



DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
JAY ANNEXATION

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

That portion of Pima County, Arizona, described as follows:

PARCEL A (A.P.N. 305-02-005C)

The South 3/4 of the Northeast quarter lying Southwesterly of the Union Pacific Railroad and the North half of the Southeast quarter of Section 1, Township 16 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona.

Excepting therefrom any portion lying within public rights-of-way;

Further excepting the West half of the Northwest quarter of the Southeast quarter thereof;

Further excepting the West 200.00 feet of the South 3/4 of said Northeast quarter.

APPROXIMATE AREA contains 5,655,848 Sq.Ft. or 129.8 Acres, more or less.

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



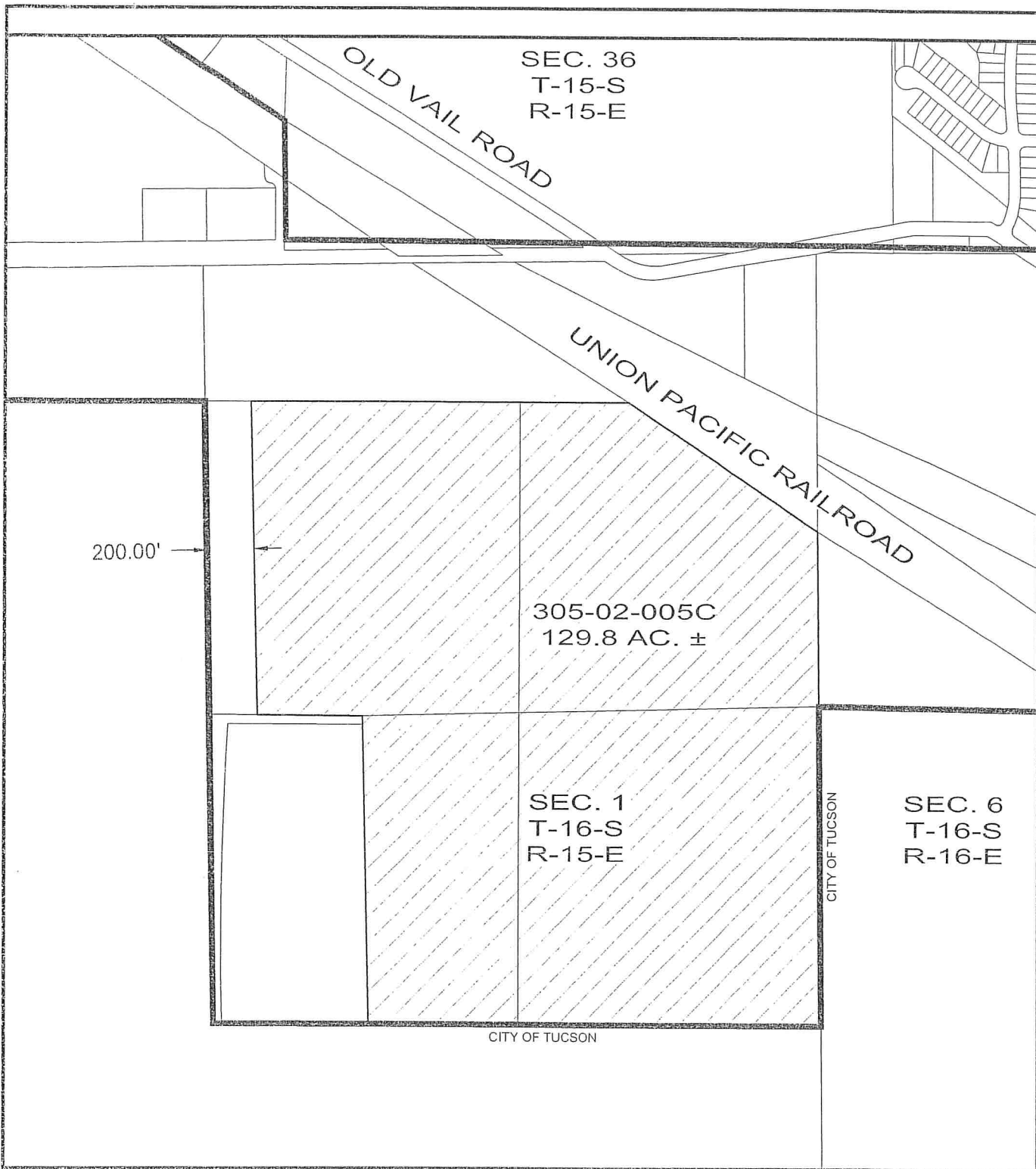




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
JAY ANNEXATION
A PORTION OF SECTION 1, T16S, R15E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND

 AREA TO BE ANNEXED
(129.8 AC. ±)

 EXISTING CITY OF
TUCSON INCORPORATED
LIMITS PER ORDINANCE
NUMBER 8616

DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
CODY ANNEXATION

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL B (A.P.N. 305-13-007C)

That portion of the Northwest quarter of Section 16, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All of the Northwest quarter of said Section 16, lying Westerly of Colossal Cave Road and Southwesterly of the Union Pacific Railroad;

AND A portion of Colossal Cave Road Right of Way and the said Northwest quarter described as follows:

Beginning at the Northeast corner of the parcel as defined in Docket 8793, Page 1804, Records of Pima County, AZ;

Thence, along the northwestern right of way of Colossal Cave Road to the intersection of said northwestern right of way and the mid-section line of said Section 16;

Thence, South along said mid-section line, through the right of way of Colossal Cave Road to the southeastern right of way line of said Colossal Cave Road;

Thence, continuing south along said mid-section line, to the intersection of a line that is 45.00 feet south and parallel to said southeastern right of way line and the mid-section line;

Thence, southeast on a line that is 45.00 feet parallel to said southeastern right of way line to the intersection of a line that is perpendicular to the right of way line of said Colossal Cave Road and said Northeast Corner;

Thence, northwest on a line that is perpendicular to said right of way to the point of beginning.

AND Excepting that portion conveyed to the Vail School District No. 20 per said Docket 8793, Page 1804;

APPROXIMATE AREA contains 5,973,635 Sq.Ft., or 137.2 Acres, more or less.

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



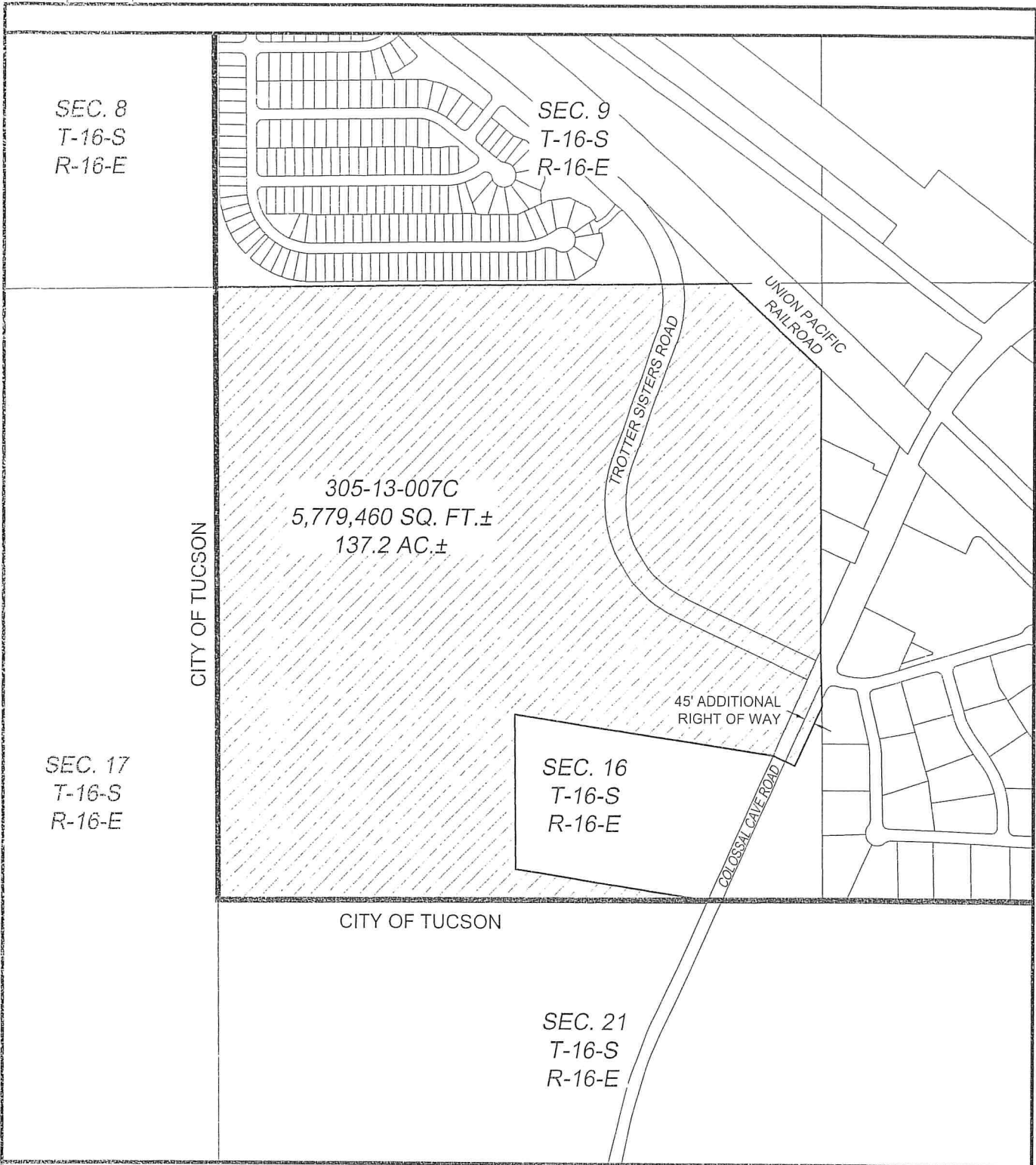




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
CODY ANNEXATION
A PORTION OF SECTION 16, T16S, R16E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND

 AREA TO BE ANNEXED
(137.2 AC. ±)

 EXISTING CITY OF
TUCSON INCORPORATED
LIMITS PER ORDINANCE
NUMBER 8616



**DESCRIPTION OF
ARIZONA STATE LAND DEPARTMENT
GABRIEL ANNEXATION**

Prepared by
The WLB Group, Inc.
4444 E. Broadway Blvd.
Tucson, AZ 85711
Job No. 121044-A-005

Those portions of Pima County, Arizona, described as follows:

PARCEL C (A.P.N. 305-84-002C) AND PARCEL D (A.P.N. 305-13-0100)

That portion of the Northwest quarter of Section 21, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10 and Westerly of Colossal Cave Road.

AND A portion of Colossal Cave Road Right of Way and the said Northwest quarter described as follows:

Beginning at the intersection of the North Right of Way line of Interstate-10 and the West Right of Way line of N. Colossal Cave Road;

Thence, Northerly along said West Right of Way, to the intersection of said West Right of Way line and the North Section line of said Northwest Quarter;

Thence, East along said North Section line, to the intersection of a line that is 45.00 feet East and parallel to the East Right of Way line of N. Colossal Cave Rd. and the North section line;

Thence, Southerly on a line that is 45.00 feet parallel to said East Right of Way line to said North Right of Way of Interstate 10;

Thence, Westerly along said North Right of Way of Interstate-10 to the Point of Beginning;

AND Excepting therefrom any portion lying within the E. Dawn Drive Right of Way;

AND That portion of the Northeast quarter of Section 20, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona, lying Northeasterly of Interstate 10.

Excepting therefrom any portion lying within public rights-of-way;

OVERALL APPROXIMATE AREA contains 1,519,452 Sq.Ft. or 34.9 Acres, more or less

THE WLB GROUP, INC.

Andrew M. Clark, RLS 51130



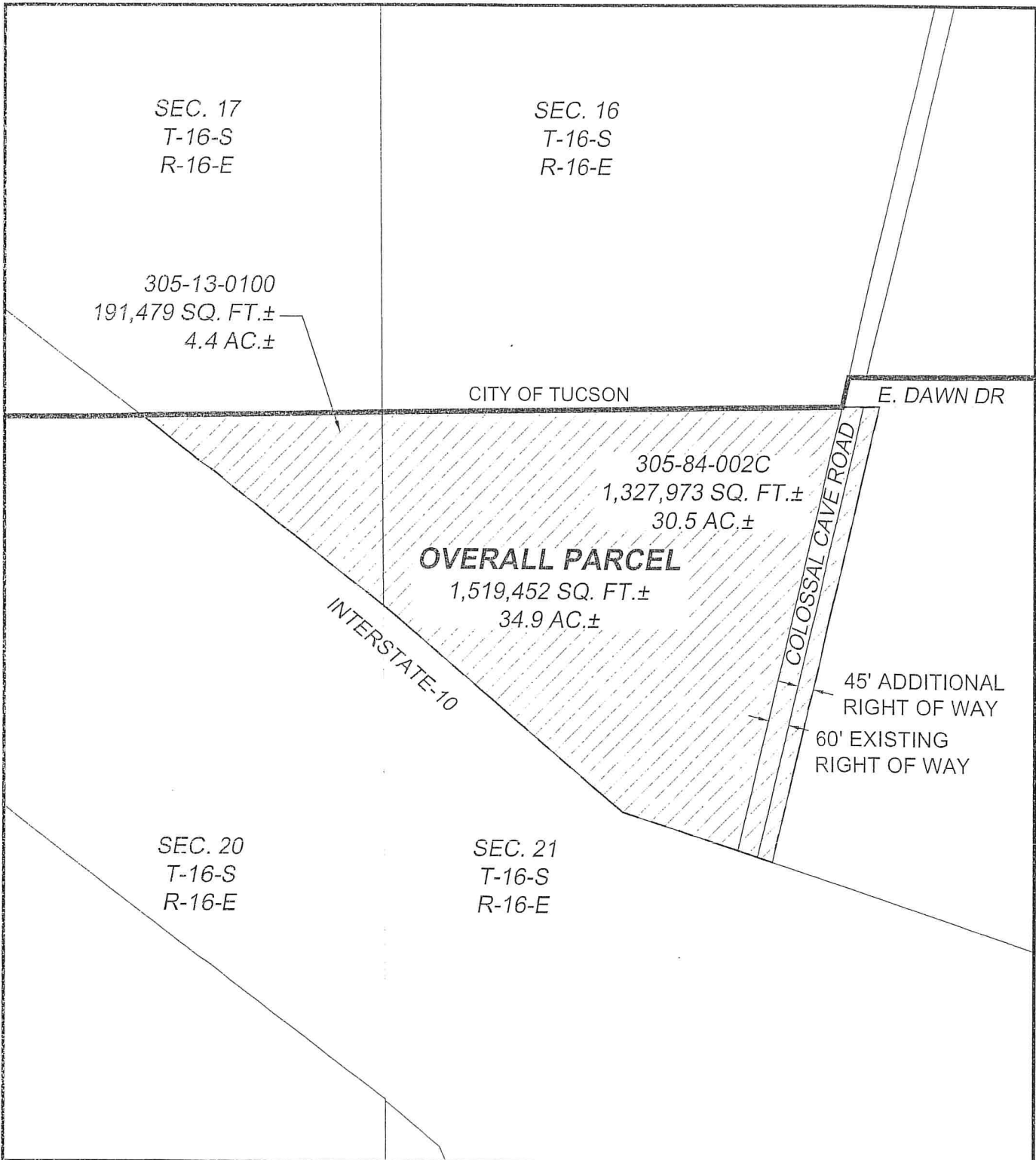




EXHIBIT TO ACCOMPANY DESCRIPTION OF ARIZONA
STATE LAND DEPARTMENT
GABRIEL ANNEXATION
A PORTION OF SECTIONS 20 AND 21, T16S, R16E, G.S.R.M.
PIMA COUNTY, ARIZONA

LEGEND	
	AREA TO BE ANNEXED (34.9 AC. ±)
	EXISTING CITY OF TUCSON INCORPORATED LIMITS PER ORDINANCE NUMBER 8616



Pima County	Definition	Primary Use	Minimum lot area	Maximum Height	Tucson	Definition	Primary Use	Minimum lot area	Maximum Height
CI-2	General Industrial	Manufacturing, Salvage Yards	None	54 feet	I-2	Heavy Industrial	Manufacturing	none	140 feet
RH	Rural Homestead	Low density, residential	180,000 sf	34 feet	RH	Rural Homestead	Low density, residential	180,000 sf	30 feet

* Per A.R.S. § 9-471 Section L: A city or town annexing an area shall adopt zoning classifications that permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land.

Projected Translation Zoning*

CITY OF TUCSON PUBLIC HEARING NOTICE

The Zoning Examiner will hold a Public Hearing on **March 21, 2024, at or after 6:00 P.M.** to consider proposals to the properties at the locations indicated below. Copies of the proposed requests can be obtained from the City of Tucson Planning & Development Services Department Rezoning Section, located at 201 North Stone, Tucson, Arizona. If you have any questions, please contact the Rezoning Section at 520-791-5550.

MEETING NOTE: This meeting will be held virtually, as permitted under Arizona law. The public hearing discussions, deliberations and actions of the Zoning Examiner are transparent and conducted openly.

THIS MEETING IS VIRTUAL ONLY, NO IN-PERSON ATTENDANCE.

The Zoning Examiner, on behalf of the Mayor and Council, conducts a public hearing and considers testimony for each rezoning in the City of Tucson. The Zoning Examiner may impose reasonable limitations on the number of speakers and the length of the testimony.

After the Public Hearing, the Zoning Examiner issues written reports with findings of fact and a recommendation. A preliminary report is issued five working days after the close of the public hearing. A final report is issued 14 days after the close of the public hearing and transmitted to the Mayor and Council. Any person may request a public hearing before Mayor and Council provided the written appeal is filed with the City Clerk within 14 days after the close of the Zoning Examiner's public hearing. The Mayor and Council make the final decision on all rezoning requests.

Please join the Zoning Examiner hearing from your computer, tablet, or smartphone. Members of the public may view, listen to, and participate in the hearing online by going to the Zoning Examiner website and clicking "Join Meeting" at the top of the page. The Zoning Examiner website may be accessed at the following location:

<https://www.tucsonaz.gov/Departments/Planning-Development-Services/Public-Meetings-Boards-Committees-Commissions/Zoning-Examiner>

You can also dial in using your phone.

United States: +1 346-248-7799 Meeting ID: 824 9464 9853# Passcode: 281408

If you encounter difficulty accessing the hearing please email TucsonRezoning@tucsonaz.gov for technical assistance.

The public has the following options to provide comment to the Zoning Examiner:

- 1) Members of the public may submit written comments prior to the hearing by sending an email to TucsonRezoning@tucsonaz.gov. The email should include the Zoning Examiner public hearing date, the case number or name, and your name. **Written comments must be received no later than 5:00 pm, March 20, 2024.**
- 2) Individuals wishing to speak during the hearing may join the hearing via teleconference and should submit a written request to TucsonRezoning@tucsonaz.gov. **Written requests should be received by no later than 5:00 pm, March 20, 2024.** The email should include the Zoning Examiner public hearing date, your name, and the phone number you will use for the teleconference. The phone number provided will be used to

identify the individual when/if being called upon to speak during the public hearing by the Zoning Examiner. Individuals wishing to speak but who did not submit a prior written request will be provided instructions by the Zoning Examiner at the time of the hearing on how to provide comments.

You may speak in favor or in opposition to the requests during the public hearing. You may also submit a written approval or protest.

Case: TP-MOD-1223-000031 East Wetmore and 1st Avenue, C-3, Major Change to Preliminary Development Plan, (Ward 3)

Requested Change: Major changes to zoning conditions.

Location: The site is located at the northwest corner of Wetmore Road and First Avenue

Proposed Development: The proposal includes increasing and reconfiguring the existing Wal-Mart within the existing Tucson Place Shopping Center

Notificación de Audiencia Pública del Examinador de Zonificación

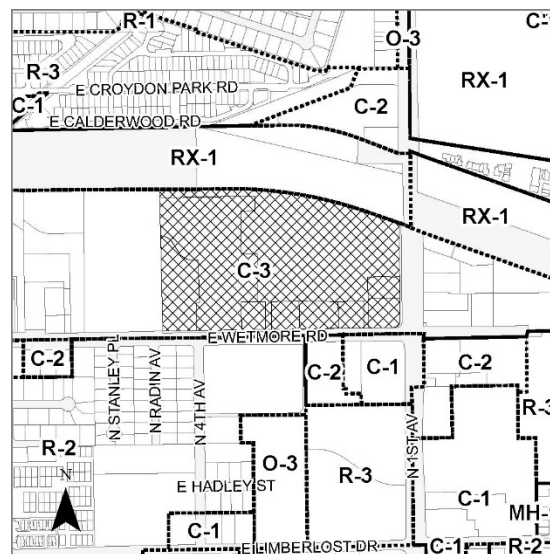
Para oír y tomar en reconsideración el siguiente caso: TP-MOD-1223-000031 – East Wetmore and 1st Avenue, C-3, Major Change to Preliminary Development Plan, (Ward 3)

Cambio de Zonificación Solicitada: Cambios importantes en las condiciones de zonificación.

Ubicación: El sitio está ubicado en la esquina noroeste de Wetmore Road y First Avenue.

Desarrollo Propuesto: La propuesta incluye aumentar y reconfigurar el Wal-Mart existente dentro del Centro Comercial Tucson Place existente.

Si usted desea este documento escrito en español, por favor llame al número de teléfono: 520-791-5550



TP-MOD-1223-000031

PUBLISH: March 5, 2024 1/8 page display ad. Territorial

Case: TP-ENT-0124-00003 Cody, Gabriel, Jay Annexation District – E Colossal Cave Road (Ward 4)

Requested Change: Original City Zoning translation of three annexed areas.

Location: 13107 E Colossal Cave Road

Proposed Development: Original City Zoning

Notificación de Audiencia Pública del Examinador de Zonificación

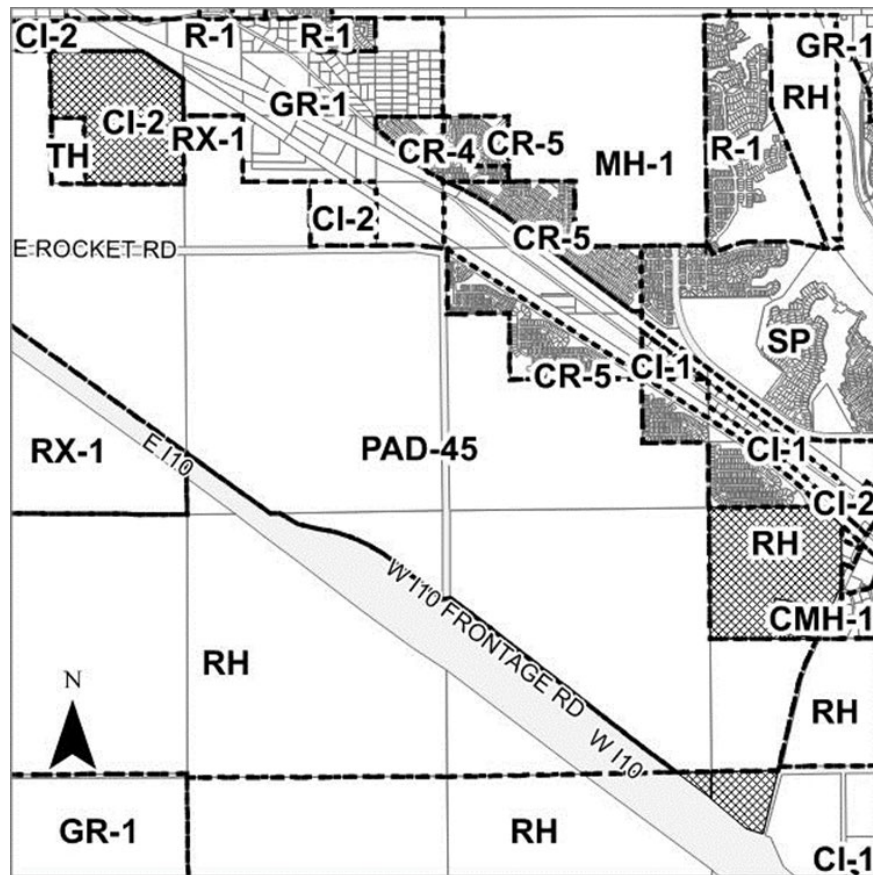
Para oír y tomar en reconsideración el siguiente caso: TP-ENT-0124-00003 Cody, Gabriel, Jay Annexation District – E Colossal Cave Road (Ward 4)

Cambio de Zonificación Solicitada: Traducción original de la zonificación de la ciudad de tres áreas anexas.

Ubicación: 13107 E Colossal Cave Road

Desarrollo Propuesto: Zonificación original de la ciudad.

Si usted desea este documento escrito en español, por favor llame al número de teléfono: 520-791-5550



TP-ENT-0124-00003

PUBLISH: March 5, 2024 1/8 page display ad. Territorial

Case: TP-MOD-0623-000018 H2K PAD – Major Change, Benson Highway, PAD (Ward 4)

Requested Change: Amendment to the H2K PAD.

Location: 11401 E Benson Highway

Proposed Development: Amend PAD to include three recently annexed parcels.

Notificación de Audiencia Pública del Examinador de Zonificación

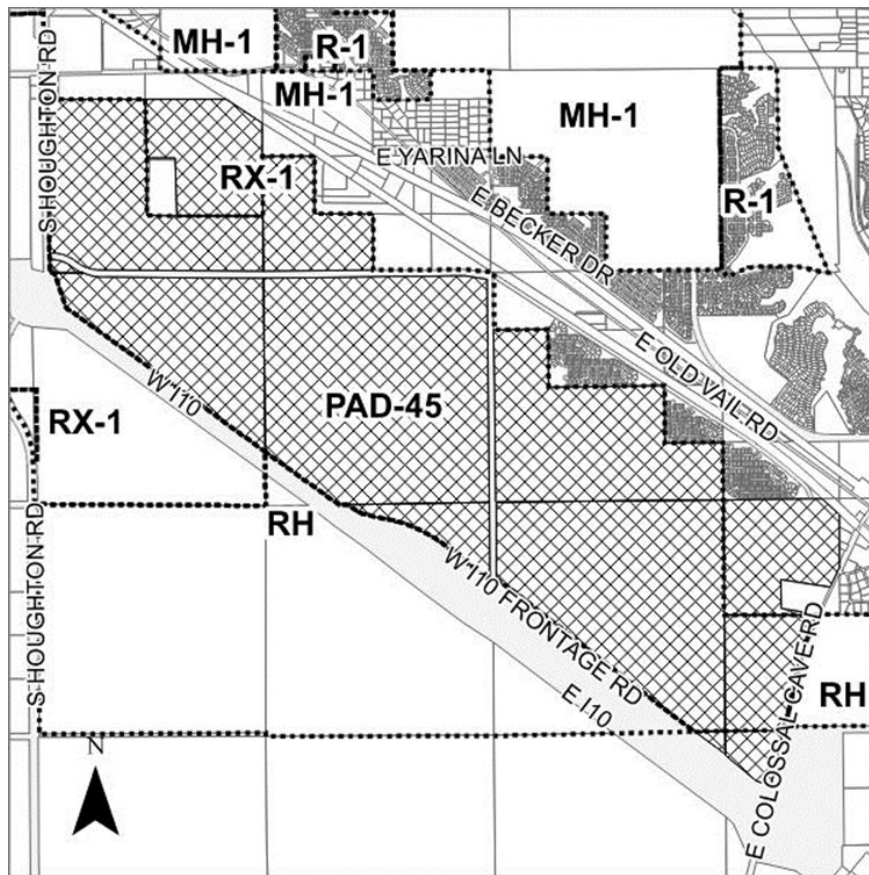
Para oír y tomar en reconsideración el siguiente caso: TP-MOD-0623-000018 H2K PAD – Benson Highway, PAD (Ward 4)

Cambio de Zonificación Solicitada: Una enmienda a los límites del PAD.

Ubicación: 11401 E Benson Highway

Desarrollo Propuesto: Modificar el PAD H2K para incluir tres parcelas recientemente anexadas

Si usted desea este documento escrito en español, por favor llame al número de teléfono: 520-791-5550



TP-MOD-0623-000018

PUBLISH: March 5, 2024 1/8 page display ad. Territorial

ZONING EXAMINER'S AGENDA

March 21, 2024

6:00 PM

MEETING NOTE: This meeting will be held virtually, as permitted under Arizona law. The discussions, deliberations and actions of the Zoning Examiner are transparent and conducted openly.

THIS MEETING IS VIRTUAL ONLY, NO IN-PERSON ATTENDANCE.

The Zoning Examiner, on behalf of the Mayor and Council, conducts a public hearing and considers testimony for each rezoning in the City of Tucson. The Zoning Examiner may impose reasonable limitations on the number of speakers and the length of the testimony.

After the Public Hearing, the Zoning Examiner issues written reports with findings of fact and a recommendation. A preliminary report is issued five working days after the close of the public hearing. A final report is issued 14 days after the close of the public hearing and transmitted to the Mayor and Council. Any person may request a public hearing before Mayor and Council provided the written appeal is filed with the City Clerk within 14 days after the close of the Zoning Examiner's public hearing. The Mayor and Council make the final decision on all rezoning requests.

Please join the Zoning Examiner hearing from your computer, tablet, or smartphone. Members of the public may view, listen to, and participate in the hearing online by going to the Zoning Examiner website and clicking "Join Meeting" at the top of the page. The Zoning Examiner website may be accessed at the following location:

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You can also dial in using your phone.

United States: +1 346-248-7799 Meeting ID: 824 9464 9853# Passcode: 281408

If you encounter difficulty accessing the hearing please email TucsonRezoning@tucsonaz.gov for technical assistance.

The public has the following options to provide comment to the Zoning Examiner:

- 1) Members of the public may submit written comments prior to the hearing by sending an email to TucsonRezoning@tucsonaz.gov. The email should include the Zoning Examiner public hearing date, the case number or name, and your name. **Written comments must be received no later than 5:00 pm, March 20, 2024.**
- 2) Individuals wishing to speak during the hearing may join the hearing via teleconference and should submit a written request to TucsonRezoning@tucsonaz.gov. **Written request should be received by no later than 5:00 pm, March 20, 2024.** The email should include the Zoning Examiner public hearing date, your name, and the phone number you will use for the teleconference. The phone number provided will be used to identify the individual when/if being called upon to speak during the public hearing by the Zoning Examiner. Individuals wishing to speak but who did not submit a prior written request will be provided instructions by the Zoning Examiner at the time of the hearing on how to provide comments.

You may speak in favor or in opposition to the rezoning or special exception during the public hearing.

CALL TO ORDER - 6:00 P.M.

ADMINISTRATION OF OATH TO PERSONS WISHING TO TESTIFY

PUBLIC HEARING

1. Case: TP-MOD-1223-00031– East Wetmore and 1st Avenue, C-3, Major Change to Preliminary Development Plan, (Ward 3)

Proposed Development: This is a major change to a preliminary development plan located at the northwest corner of Wetmore Road and First Avenue. The proposal includes increasing and reconfiguring the existing Wal-Mart within the existing Tucson Place Shopping Center.

- a. Review of Rezoning Process
- b. Interested Parties

Owner: Tucson Place Investors LLC
Tucson AZ 85712-5878

Applicant/Agent: Rory Juneman, Robin Large and Jackson Cassidy
Lazarus & Silvyn, P.C.
5983 E. Grant Rd, Suite 290
Tucson, AZ 85712

2. Case: TP-ENT-0124-00003 Cody, Gabriel, Jay Annexation District – E Colossal Cave Road (Ward 4)

Proposed Development: This is a request to translate county zoning classifications to city zoning classifications in three annexed areas in Ward 4. County zoning CI-2 Industrial will be translated to City I-2 Heavy Industrial, and County RH Rural Homestead will be translated to City RH Rural Homestead.

- c. Review of Rezoning Process
- d. Interested Parties

Owner: State of Arizona

Applicant/Agent: Mike Czechowski
Office of Economic Initiatives
City of Tucson
255 W Alameda St
Tucson AZ 85701

3. Case: TP-ENT-0124-00003 Cody, Gabriel, Jay Annexation District – E Colossal Cave Road (Ward 4)

Proposed Development: This is a request to amend the H2K PAD to include three recently annexed parcels.

- e. Review of Rezoning Process
- f. Interested Parties

Owner: State of Arizona
Applicant/Agent: The WLB Group, Inc.
4444 E Broadway Blvd
Tucson AZ 85711

ADJOURNMENT

Si usted tiene algunas preguntas respecto a estas peticiones de excepción especial, favor de llamar al Departamento de Planeación y Desarrollo, al número de teléfono 520-791-5550.

* The staff reports and related case maps are available online at <https://www.tucsonaz.gov/Departments/Planning-Development-Services/Public-Meetings-Boards-Committees-Commissions/Zoning-Examiner>

Place
Stamp
Here

City of Tucson
Planning and Development Services Department
Entitlements Section
201 N. Stone
P.O. Box 27210
Tucson, Arizona 85726-7210

TP-ENT-0124-00003 GS

Expose this flap - Affix stamp and return



City of Tucson
Planning and Development Services
Department - Entitlements Section
201 N. Stone Avenue
P.O. BOX 27210
Tucson, Arizona 85726-7210

TP-ENT-0124-00003 GS

IMPORTANT REZONING NOTICE ENCLOSED