



MEMORANDUM

DATE: December 6, 2023
For December 21, 2023 Hearing

TO: John Iurino
Zoning Examiner

FROM: Kristina Swallow, Director
Planning & Development Services

SUBJECT: REZONING - PLANNING & DEVELOPMENT SERVICES REPORT
TP-ENT-1023-00038 RV Storage – Old Vail Road
SR to I-1 (Ward 4) Valencia & Kolb RV Storage

Issue – This is a request by The Planning Center, on behalf of 6971 LLC to rezone a 4.32-acre area from SR Suburban Ranch to I-1 Industrial to allow for a RV Storage facility under the Personal Storage land use class. The property owner is proposing to develop an RV Storage Site across two parcels, the subject parcel and the parcel to the east, already zoned I-1 with an approved development package. The subject site is proposed to be primarily composed of approximately 130 recreational vehicle storage spaces, a 40-foot access lane to access those spaces, and a detention/retention basin within the northern portion of the parcel. Vehicular access to this site will be through a driveway attaching to the adjacent parcel. The storage area is to be screened with 6-foot chain link fencing. Ten-foot landscape borders with a 30-inch screen are planned along the north and south property boundaries.

The subject site is located on the north side of Old Vail Road approximately 1500 feet west of Kolb Road.

Planning & Development Services Recommendation – The Planning & Development Services Department recommends approval of I-1 zoning, subject to the attached preliminary conditions.

Background Information

Existing Land Use: Undeveloped land.

Zoning Descriptions:

Existing: SR (Suburban Ranch) – This zone provides for very low density, large lot, single-family, residential development and suburban ranch uses. Uses that would adversely affect the open space, agricultural, or natural characteristics of this zone shall not be permitted.

Proposed: I-1 (Light Industrial) – This zone provides for industrial uses that do not have offensive characteristics in addition to land uses permitted in more restrictive nonresidential zones. Select other

agriculture, civic, commercial, industrial, retail, storage, utility, and wholesaling uses may also be permitted.

Adjacent Zones and Land Uses:

North: Zoned County CI-2; Industrial zoning, vacant land across Valencia Road, a designated scenic route per the MS&R Overlay.

South: Zoned County CI-2; Industrial zoning, undeveloped land.

West: Zoned County CB-2/CI-2; Business and Industrial zoning, undeveloped land.

East: Zoned I-1; Industrial zoning, RV Storage in development.

Previous Cases on the Property: None

Related Cases: None

Project Background – The property owner wishes to create an RV Storage Lot across two parcels. One parcel, adjacent to the subject site to the east, is already zoned I-1 and a development package has been approved as Phase I. The subject parcel requires rezoning to I-1 in order to develop Phase II of the RV Storage Project.

Neighborhood Meeting – The applicant held the required neighborhood meeting on August 9th, 2023, via Zoom. Neighborhood meeting notification was sent out to property owners within 400 feet of the subject parcel, using mailing labels provided by City of Tucson Planning and Development Services Department.

The meeting began at 5:45pm via Zoon. The applicant team and a representative of the property owner, 6971 LLC were in attendance. No members of the public attended the meeting, and after 30 minutes the meeting concluded.

Applicant's Request – Rezoning to I-1 Industrial to allow for Commercial Storage land use.

Planning Considerations – Land use policy direction for this area is provided by *Plan Tucson* and the *Rincon/Southeast Subregional Plan*.

Plan Tucson – The site lies within the Port of Tucson Industrial Area building block in the Future Growth Scenario Map in Plan Tucson. Industrial Areas are strategically located for efficient handling of intermodal freight movements. These areas support national and international freight movement through Tucson by connecting existing major regional commercial transportation routes, including railway, major highways, and the airports.

Plan Tucson also provides the following policies related to the proposed rezoning:

LT7 Use the Future Growth Scenario Map:

- a. As a general guide for determining the general location of development opportunities, development patterns, and land use and transportation concepts, while also considering area and site-specific issues

b. In conjunction with the Guidelines for Development Review for discretionary rezonings, variances, special exceptions, and other land use decisions.

LT22 Participate in efforts to develop a coordinated regional, multi-modal transportation system that improves the efficiency, safety, and reliability of transporting people and goods within the region and to destinations outside of the region.

LT23 Ensure that proposed land uses comply with all applicable Arizona Revised Statutes with respect to military and airport operations, coordinating with all stakeholders in planning for such uses by amending the Airport Environs Overlay Zone regulations in the event of future changes in mission and/or flight operations.

LT25 Promote compatibility of military operations and existing and potential adjacent development by coordinating with all stakeholders in planning for operational changes so that they will not impair existing residential uses in affected areas.

Rincon/Southeast Subregional Plan – The proposed development is located within the Rincon/Southeast Subregional Plan, which provides the following policy direction:

I.A.2.a Applicants for rezonings within this subregion shall submit an Environmental Resource Report prepared in accordance with City of Tucson Development Standard 1-07.0.

I.A.2.b The development plan shall be based on the site analysis and implement plan policies through sensitive design and mitigation techniques that respond to site features and to the character of the surrounding neighborhood.

I.B As appropriate to the development proposal and site characteristics, policies for natural and cultural resources specified in this section may be applicable.

Design Considerations

Land Use Compatibility – The site is predominately surrounded by undeveloped land. The parcel to the south is part of an existing RV Storage lot unrelated to the applicant’s proposal, and outside the city limits. There are no residential uses adjacent to the site, and the nearest developed subdivision is approximately one mile away. There is one mobile-home-style dwelling 800 feet southwest of the project site, adjacent to existing wrecking and materials yards. The proposed rezoning is aligned with *Plan Tucson* and *Rincon/Southeast Subregional Plan* policies.

Design Compatibility – The Design Compatibility Report and the proposed preliminary development plan include the parking area comprised of storage spaces and a standard 40-foot access lane covering the majority of the parcel. The north section of parcel includes a water retention/detention basin behind a ten-foot landscaped buffer. As phase two of a planned RV Storage yard, the parking requirements in phase one will meet overall project requirements and no additional parking is required.

Road Improvements/Vehicular Access/Transit – The project faces a dirt/unpaved portion of Old Vail Road to the south. Vehicular access is provided through the vehicle access lane through phase one of the RV Storage project to the east, which will be accessed from the south through Old Vail Road.

Landscaping and Screening – The required 10-foot landscape borders on the north and south edges of the parcel are depicted on the preliminary development plan, and will be planted with native, drought-tolerant trees, shrubs, and groundcover vegetation. While the undeveloped right-of-way to the west requires a 10-foot landscaped border, it is unlikely to be developed and may be abandoned in the future. The developer will seek to remove this buffer through the Design Development Option process during the development stage.

Conclusion –The proposed rezoning of the site from SR to I-1 is appropriate for this location, is compatible with existing surrounding land uses, and is in compliance with *Plan Tucson* and the *Rincon/Southeast Subregional Plan*. Subject to compliance with the attached preliminary conditions, approval of the requested I-1 zoning is recommended.

PROCEDURAL

1. A development package in substantial compliance with the preliminary development plan, dated October 16, 2023, and required reports, are to be submitted and approved in accordance with the *Administrative Manual*, Section 2-06.
2. The property owner shall execute a waiver of potential claims under A.R.S. Sec. 12-1134 for this zoning amendment as permitted by A.R.S. Sec. 12-1134 (I) in the form approved by the City Attorney and titled “Agreement to Waive Any Claims Against the City for Zoning Amendment”. The fully executed Waiver must be received by the Planning & Development Services Department before the item is scheduled for Mayor and Council action.
3. A Class III survey shall be completed on the entire site not previously surveyed prior to any grading/trenching/digging by a qualified archaeological consultant. Recommendations for further investigations by the archaeological consultant shall be followed prior to any construction at the site. Survey reports should be submitted to the city's Historic Preservation Office upon completion.
4. Should historic or prehistoric features or artifacts be discovered during grading, boring, trenching, or other ground disturbing activities, work shall cease immediately, and the Tucson Historic Preservation Office shall be contacted to assess the resource. Pursuant to A.R.S. 41-865 the discovery of human remains and associated objects found on private lands in Arizona must be reported to the Director of Arizona State Museum.
5. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
6. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of rezoning.

LAND USE COMPATIBILITY

7. Graffiti on walls or on any other location on site shall be removed within seventy-two (72) hours of discovery.
8. Subject property is within a DoD Readiness and Environmental Protection Integration (REPI) restrictive development easement. Pima County and USAF Civil Engineering Center REPI office have determined that RV Parking/Storage is a compatible land use. Land use after rezoning is to be

restricted to Personal Storage only, for the purpose of RV Storage and Parking.

ROAD IMPROVEMENTS/VEHICULAR ACCESS/CIRCULATION

9. All offsite improvements required with the development, such as street improvements, curb, sidewalk, and ADA ramps shall be coordinated with the City of Tucson's Department of Transportation and Mobility.

LANDSCAPING/NATIVE PLANT PRESERVATION


10. At time of Development Package submittal, the developer must create an NPPO plan encompassing the rezoning area and the parcel adjacent to the east (141-03-037B). An approved mitigation strategy based on this plan must account for plants on both parcels.

WASTEWATER

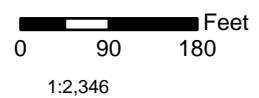
11. Pima County Wastewater Reclamation provides the condition that the owner/developer shall obtain written documentation from the Pima County Regional Wastewater Reclamation District (PCRWRD) that treatment and conveyance capacity is available for any new development within the rezoning area, no more than 90 days before submitting any tentative plat, development plan, sewer improvement plan or request for building permit for review. Should treatment and/or conveyance capacity not be available at that time, the owner/developer shall have the option of funding, designing, and constructing the necessary improvements to Pima County's public sewerage system at his or her sole expense or cooperatively with other affected parties. All such improvements shall be designed and constructed as directed by the PCRWRD.

TP-ENT-1023-00038 from SR to I-1

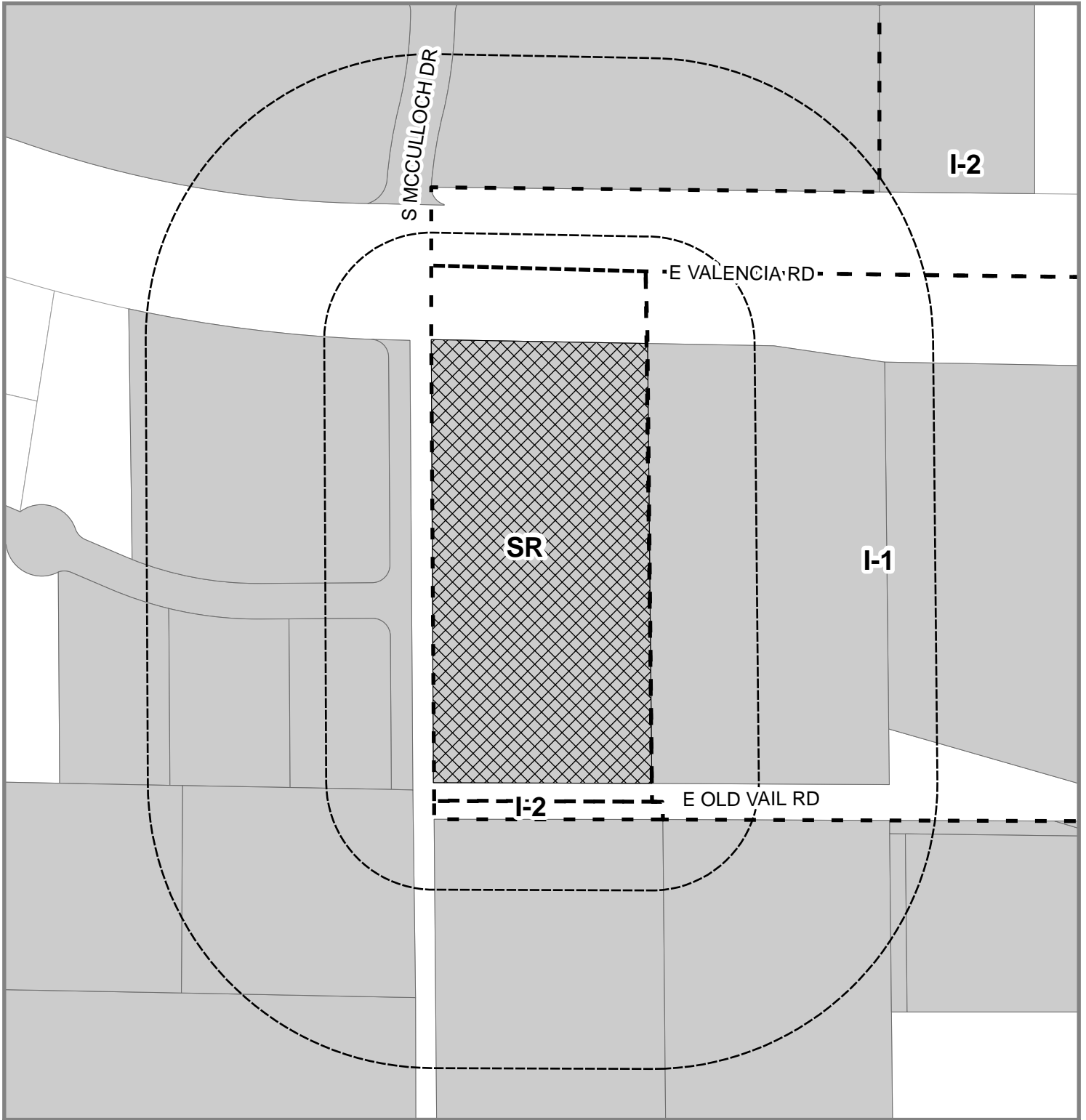


 Area of Rezoning

Address: No Address on Record
Base Maps: Twp. 1503 Range 1502 Sec. 07
Ward(s): 4



TP-ENT-1023-00038 from SR to I-1



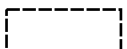
Area of Rezoning



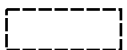
Zone Boundaries



Properties Notified

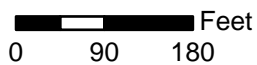


400' Notification Area



Protest Area (150 ft. Radius)

Address: 6991 E OLD VAIL RD
Base Maps: Twp. 1503 Range 1502 Sec. 07
Ward(s): 4



1:2,346







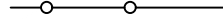


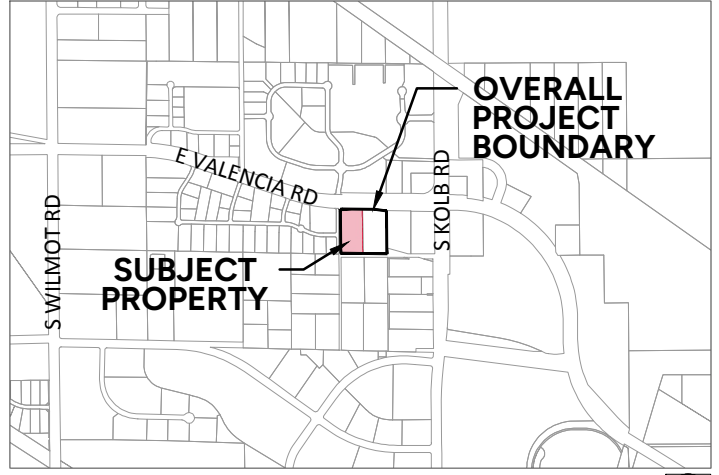
TP-ENT-1023-00038 from SR to I-1



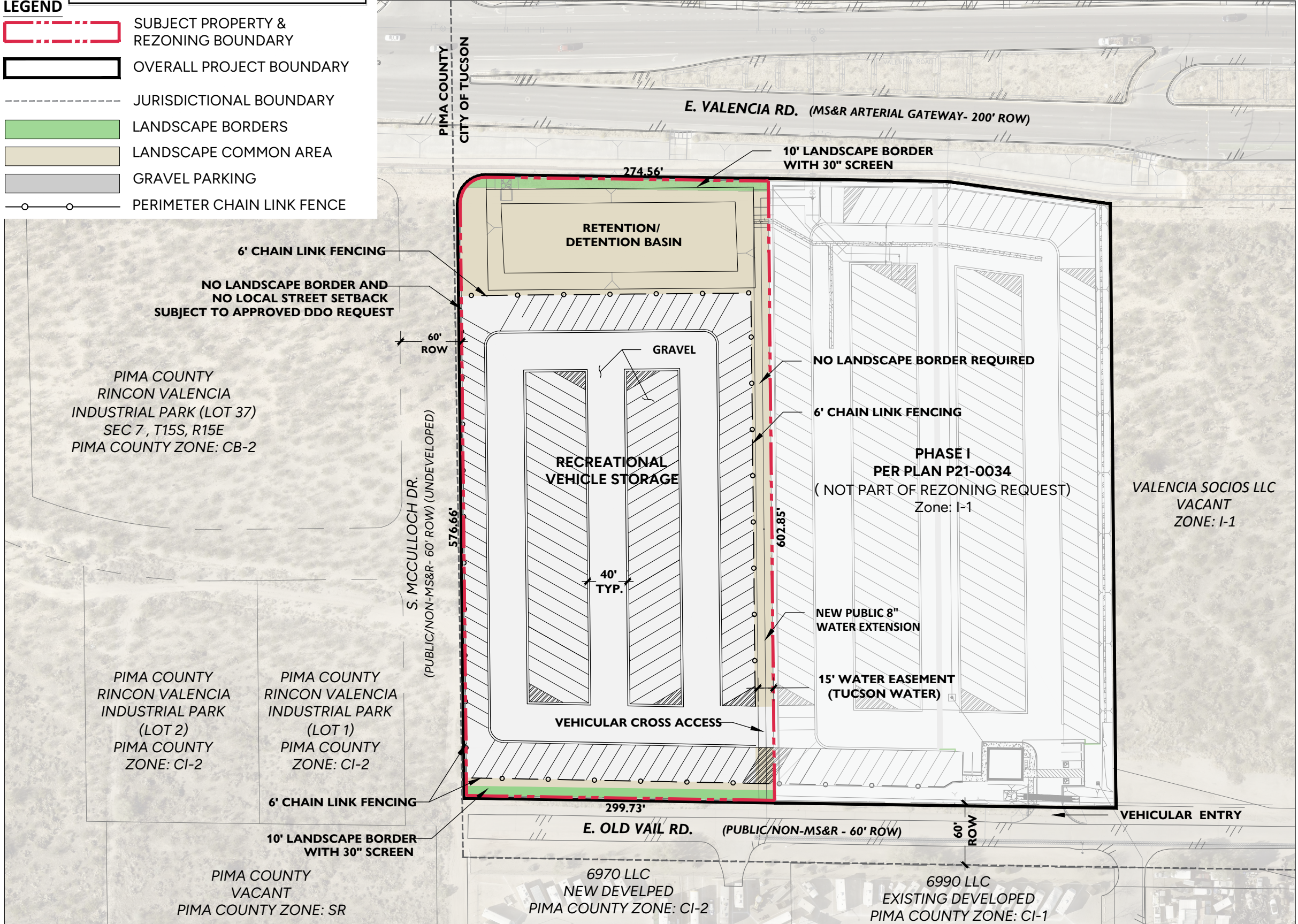
PRELIMINARY DEVELOPMENT PLAN

LEGEND

-  SUBJECT PROPERTY & REZONING BOUNDARY
-  OVERALL PROJECT BOUNDARY
-  JURISDICTIONAL BOUNDARY
-  LANDSCAPE BORDERS
-  LANDSCAPE COMMON AREA
-  GRAVEL PARKING
-  PERIMETER CHAIN LINK FENCE



- NOTES:**
- Property Acreage: 4.32 Acres
 - Parcels: 141-03-036B
 - Address: 6971 East Old Vail Road
 - Jurisdiction: City of Tucson (Ward 4)
 - Existing Zoning: SR (Suburban Ranch)
 - Existing Overlay Zone: Airport Environs Zone - Davis Monthan ADC-2
 - Existing Use: Vacant
 - Existing Building Area: N/A
 - Existing Building Height: N/A
 - Proposed Use: Outdoor Vehicle Parking & Recreational Vehicle Storage
 - Proposed Zoning: I-1 (Light Industrial)
 - Proposed Building Height: 24 feet
 - Required Building Setbacks:
 - North: MS&R Arterial Gateway = 10 feet
 - South: Local Street = 20 feet
 - West: Local Street = 20 feet
 - East: Non-residential = 0 feet
 - Required Landscape Borders:
 - North: MS&R Arterial Gateway = 10-foot
 - South: Non-MS&R = 10-foot
 - West: Non-MS&R = 10-foot
 - East: Industrial = None
 - Required Screening:
 - North: MS&R = 6-foot Screen
 - South: Non-MS&R = 6-foot Screen
 - West: Non-MS&R = 6-foot Screen
 - East: Industrial = None
 - Required Parking Spaces: Vehicle = None; Bicycle = None
 - Provided Parking Spaces: N/A



VALENCIA & KOLB R.V. STORAGE REZONING



September 27, 2023

Mr. Gabriel Sleighter, Planner
City of Tucson Planning and Development Services Department
201 N. Stone Ave
Tucson, AZ 85701

**SUBJECT: VALENCIA/KOLB RV STORAGE – NEIGHBORHOOD MEETING SUMMARY
(MFL-01)**

Dear Gabriel:

This letter summarizes the neighborhood meeting held on Wednesday, August 9, 2023, as part of the rezoning request for the property (APN: 141-03-036B) located at 6991 East Old Vail Road, near the southwest corner of the Valencia Road/Kolb Road intersection. The meeting was held virtually via Zoom and was noticed correctly using mailing labels provided by the City of Tucson Planning and Development Services Department. Notices were sent to property owners within 400 feet of the subject property. No neighborhood associations were notified, as none are within one mile of the property. Mayor Romero and Councilmembers Lee and Fimbres were also notified.

The meeting began at 5:45 p.m. via Zoom. Lexy Wellott of The Planning Center hosted the meeting. Adam Call, also from The Planning Center, attended with a representative of the property owner, 6971 LLC. None of the surrounding property owners or members of the public attended. After waiting for 30 minutes and with no one else in attendance, the meeting ended at 6:15 p.m.

Sincerely,

THE PLANNING CENTER

A handwritten signature in black ink, appearing to read "Adam Call", is written over a light blue horizontal line.

Adam Call
Planner



July 27, 2023

Hello Neighbor,

On behalf of the property owner, 6971 LLC, we invite you to attend a neighborhood meeting to discuss a change of zoning application to expand the planned recreational vehicle (RV) storage facility located at 6991 East Old Vail Road, which will be under construction later this year.

Like many other communities in the southwest, Tucson's popularity with snowbirds has grown, often for those owning and traveling by RV. Coupled with the growing popularity of visiting State and National Parks, wilderness areas, and other natural attractions due to the pandemic, Tucson has seen more visitors traveling by RV to experience these destinations or others in nearby communities. As RV visitorship and ownership rise, so does the need to provide secure and convenient storage facilities for when these vehicles are not in use, particularly in locations with easy interstate access and where the existing land uses on neighboring properties support it.



The vacant 4.16-acre property, located on the south side of Valencia Road about 1,000 feet west of Kolb Road, is ideal for the proposed expansion to the planned RV storage facility next door as:

- the property is easily accessible from major roads and Interstate 10;
- the use is consistent with the neighboring properties, which are also industrially-zoned RV storage facilities; and
- the proposed facility complies with the Airport Environs Zone (AEZ) overlay and furthers the goals of Davis Monthan Airforce Base's Readiness and Environmental Protection Integration (REPI) program by removing the ability for incompatible land uses (i.e., residential or high-employment uses) to locate within the flight path.

The proposed RV storage facility expansion will feature approximately 135 covered stalls, access lanes, a large detention basin, and landscaping. The canopies covering the stall will be 24 feet tall and constructed using materials common to the area and southwest. Aside from the canopies covering

[TURN PAGE](#) 

the stalls, no other buildings are proposed. Access will be provided through the parent storage facility to the west; direct access to Old Vail Road is not proposed.

In order to develop the site as planned, we are proposing to change the property's existing zoning from SR (Suburban Ranch Zone) to I-1 (Industrial Zone). A change of zoning, or “rezoning,” is a public process considered by the City of Tucson that allows a property owner to change how their property can be used. In this case, we are proposing to change this property’s zoning to allow for industrial land uses.

Please join us:

WEDNESDAY, AUGUST 9, 2023
5:45 PM
VIRTUAL - ZOOM

<https://us06web.zoom.us/j/9844761151>
Meeting ID: 984 476 1151
Call-In Number: +1 669 444 9171 US

Representatives of the owner will be present to discuss the proposed project and site plan, the rezoning process and answer any questions you may have. If you cannot attend the meeting and have questions, please don't hesitate to contact me at the information provided below with your questions or comments, and we can arrange an alternative time to discuss the proposal.

Comments on this proposal may also be submitted to the City of Tucson Planning and Development Services Department by Email: Rezoning@tucsonaz.gov; Mail: 201 North Stone Avenue, Tucson, AZ 85701; or Phone: (520) 791-5550. Additionally, comments may be made verbally and/or in writing at an upcoming public hearing to be announced.

I appreciate your time and look forward to discussing this project with you.

Sincerely,

THE PLANNING CENTER



Lexy Wellott

Project Manager

(520) 623-6146

lwellott@azplanningcenter.com



6970 LLC
120 S HOUGHTON RD STE 138 PMB 318
TUCSON, AZ 8574

6971 LLC
120 S HOUGHTON RD STE 138 PMB 318
TUCSON, AZ 85748

6990 LLC
120 S HOUGHTON RD STE 138 PMB 318
TUCSON, AZ 85748

6991 LLC
120 S HOUGHTON RD STE 138 PMB 318
TUCSON, AZ 85748

7030-7040 LLC
120 S HOUGHTON RD STE 138 PMB 318
TUCSON, AZ 85748

PIMA COUNTY
REAL PROPERTY
130 W CONGRESS ST
TUCSON, AZ 85701

PIMA COUNTY
130 W CONGRESS ST
TUCSON, AZ 85701

SOUTHPOINTE PROPERTY OWNERS
ASSOCIATION INC
ATTN: VENTURE WEST REAL ESTATE SERVICES
6007 E GRANT RD
TUCSON, AZ 85712

T3498 LLC
ATTN: COLBY QUILLIAM
PO BOX 13205
TUCSON, AZ 85732

VALENCIA SOCIOS LLC
1001 13TH ST
PORT ROYAL, SC 29935

VALENCIA SOUTHPOINTE PARTNERS LLC
6298 E GRANT RD STE 100
TUCSON, AZ 85712

WILDCAT PROPERTIES LLC
3485 JOHN PETER LEE ST
NORTH LAS VEGAS, NV 89032

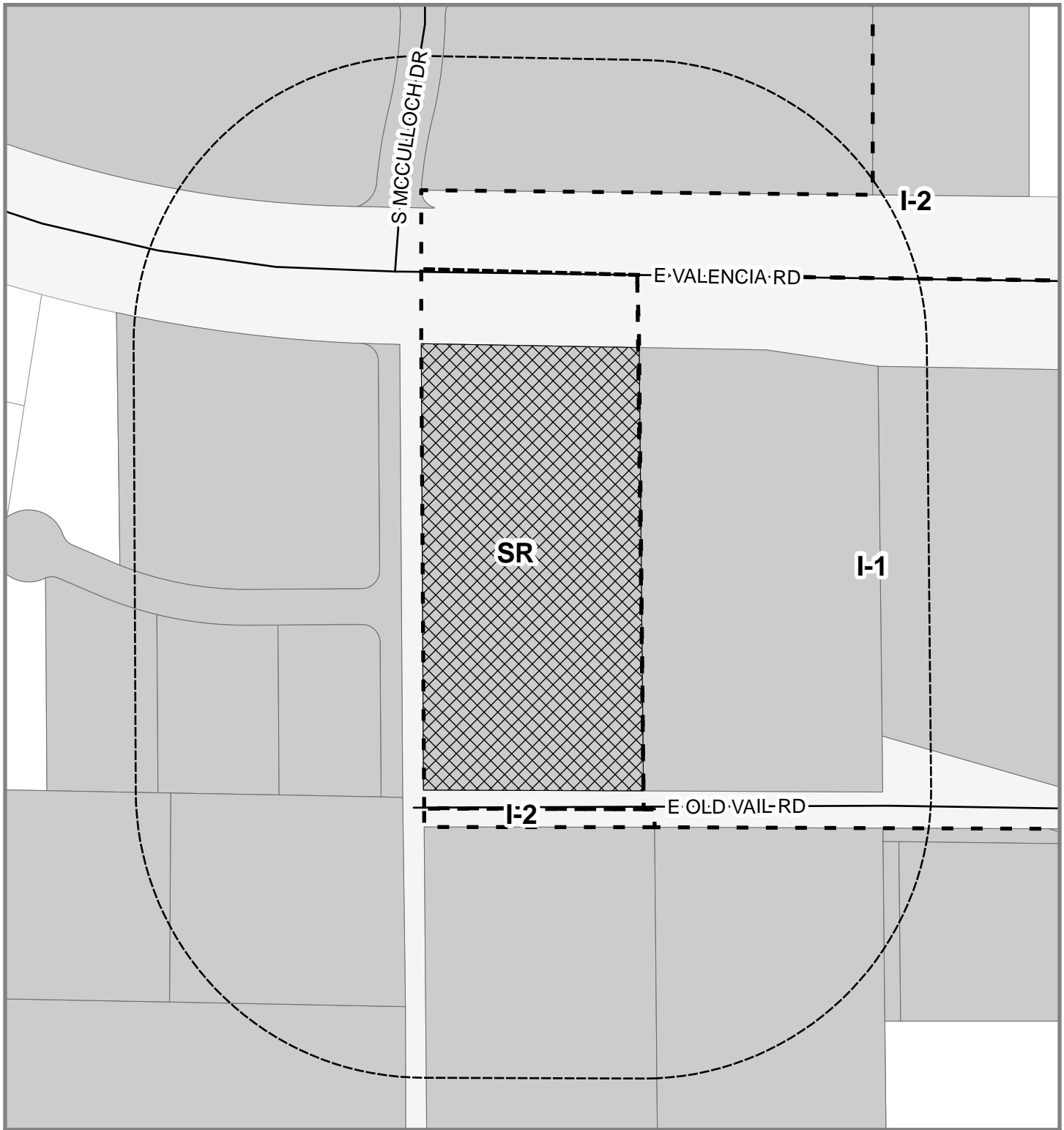
REGINA ROMERO - MAYOR
255 W. ALAMEDA ST
TUCSON, AZ 85701



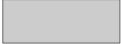
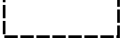
NIKKI LEE - WARD 4
8123 E. POINCIANA DR
TUCSON, AZ 85730

RICHARD G. FIMBRES - WARD 5
4300 S. PARK AV
TUCSON, AZ 85714

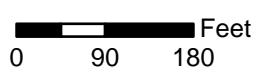
THE PLANNING CENTER
RE: MFL-01
2 E. CONGRESS ST, SUITE 600
TUCSON, AZ 85701

TP-PRE-0623-00234 Pre Apply

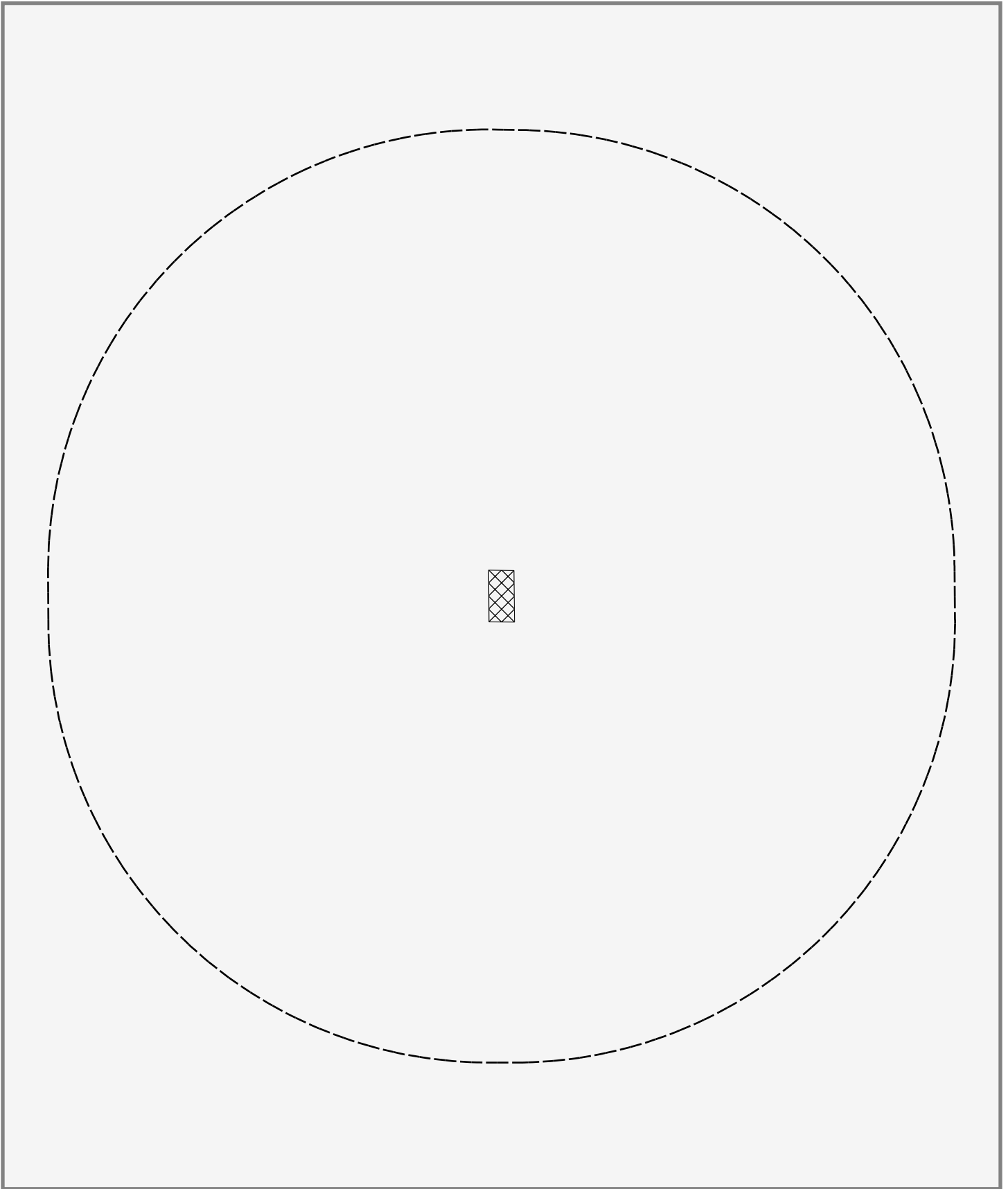


-  Subject Property
-  Zone Boundaries
-  Properties Notified
-  400' Notification Area

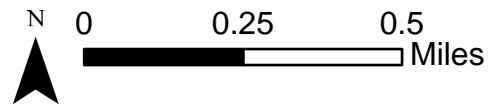
Address: 6990 E OLD VAIL RD
Base Maps: Twp. 1503 Range 1502 Sec. 07
Ward(s): 4



TP-PRE-0623-00234 Pre Apply



 Subject Property
 1 Mile Notification Area



DATE:

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: TP-PRE-0623-0024

PROJECT LOCATION: 6991 E Old Vail Road

This serves to place on record the fact that on 7/27/23, Garrett Aldrete
(date) (name)
mailed notice of the 8/09/23 neighborhood meeting such that the notice was
(date of meeting)
received at least ten (10) days prior to the date of the meeting.

Signature: Garrett Aldrete Date: 7/27/23

Attachment: copy of mailing labels

VALENCIA & KOLB RV STORAGE

CHANGE OF ZONING APPLICATION

OCTOBER 2023



THE
PLANNING CENTER

PLANNING | LANDSCAPE ARCHITECTURE



VALENCIA & KOLB RV STORAGE

CHANGE OF ZONING APPLICATION

6971 East Old Vail Road
Tucson, AZ 85756

Submitted to:



CITY OF TUCSON

Planning & Development Services Department
201 North Stone Avenue
Tucson, Arizona 85701

Prepared for:

6971 LLC

Attn: Mark Ferganchick
120 South Houghton Road, #138-318
Tucson, AZ 85748

Prepared By:



THE PLANNING CENTER

2 East Congress Street, Suite 600
Tucson, Arizona 85701

With Support From:



OCTOBER 2023

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VALENCIA & KOLB RV STORAGE

CHANGE OF ZONING APPLICATION

PART I: INTRODUCTION + POLICY



THE
PLANNING CENTER

PLANNING | LANDSCAPE ARCHITECTURE



I. INTRODUCTION + POLICY

A. PROJECT OVERVIEW

On behalf of 6971 LLC, The Planning Center is pleased to present this rezoning request for an expansion to a planned recreational vehicle (RV) storage facility near the southwest corner of East Valencia Road and South Kolb Road in the City of Tucson.

RV ownership has increased by more than 62% in the past 20 years, according to the RV Industry Association. Many RV owners cannot park their vehicles at home due to space constraints or HOA rules. This leads them to store their RVs at dedicated facilities, which are often located in areas with compatible surrounding land uses and easy interstate access. As RV ownership continues to rise, so does the demand for secure and convenient storage facilities.

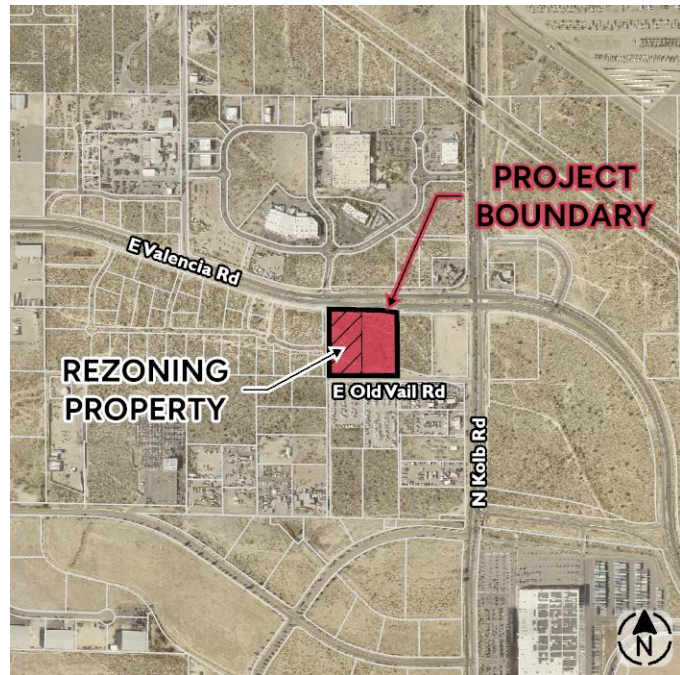


EXHIBIT I.A: SITE CONTEXT

This project seeks to meet this demand by developing an RV storage facility on property shown in **EXHIBIT I.A: SITE CONTEXT**. The project consists of two parcels. The eastern parcel is owned by 6991 LLC and is zoned I-1 (Industrial). It has an approved development package (DP21-0034) and will begin construction later this year. The western parcel, owned by 6971 LLC, comprises the second phase of this development. However, this property is currently zoned SR (Suburban Ranch), which does not allow for the planned RV storage facility. To this end, 6971 LLC is seeking to rezone the western 4.16 acres from SR (Suburban Ranch) to I-1 (Industrial) to expand the RV storage facility across the entire project area. This expansion and associated improvements provide additional capacity to meet the growing demand for RV storage in a compatible industrial area.

This document is structured into three sections. First the Introduction + Policy section outlines the applicable regulatory policies affecting the rezoning property. Second the Site Analysis section examines the current conditions affecting the rezoning property and includes the overall project area in the discussion when appropriate. Third the Plan Proposal section addresses findings from the first two sections and provides preliminary details on the proposed development. Supporting documentation and reports are referenced throughout the document and accompany this request submittal.

B. APPLICABLE PLANS + ORDINANCES

Several plans and ordinances adopted by the City of Tucson provide policy recommendations that apply to the subject property. Specifically, *Plan Tucson* and the *Rincon/Southeast Subregional Plan* provide policy guidance that addresses compatibility between uses to ensure the protection of existing neighborhoods, appropriate locations for development, and design treatments. Because the property abuts Valencia Road, a Gateway Arterial roadway per the City of Tucson's *Major Streets and Routes Plan*, the Major Streets and Routes Setback Zone applies to the site. Lastly, because of its proximity to Davis-Monthan Air Force Base, the proposed RV storage facility expansion site is subject to the Airport Environs Zone (AEZ), which regulates allowable building heights and land uses, as well as policies implemented by the Department of Defense's Readiness and Environmental Protection Integration (REPI) Program, which encourages the development of compatible land uses near military installations.

1. PLAN TUCSON

Plan Tucson's Future Growth Scenario Map shows the property located within an 'Industrial Areas' building block centered around the Port of Tucson. Given the similar surrounding land uses and convenient access to I-10, the proposed RV storage use is appropriate at this location.

The following goals/policies within *Plan Tucson* also support this rezoning request.

- LT7 *Use the Future Growth Scenario Map:*
 - *a. As a general guide for determining the general location of development opportunities, development patterns, and land use and transportation concepts, while also considering area and site-specific issues.*
 - *b. In conjunction with the Guidelines for Development Review for discretionary rezonings, variances, special exceptions, and other land use decisions.*

The surrounding industrial land uses, specifically existing RV storage facilities, coupled with existing transportation infrastructure, support this rezoning and proposed storage use.

- LT23: *Ensure that proposed land uses comply with all applicable Arizona Revised Statutes with respect to military and airport operations, coordinating with all stakeholders in planning for such uses by amending the Airport Environs Overlay Zone regulations in the event of future changes in mission and/or flight operations.*
- LT25: *Promote compatibility of military operations and existing and potential adjacent development by coordinating with all stakeholders in planning for operational changes so that they will not impair existing residential uses in affected areas.*

The proposed expansion of RV storage continues the compatible industrial development in proximity to Davis-Monthan Air Force Base, as it is a use that has very few employees and does not present a hazard as required by the Airport Environs Overlay Zone regulation. The eastern portion of the project has the requisite I-1 zoning and an approved development

package (DP21-0034). This proposal extends the I-1 zoning and approved use to the rezoning property in a manner compatible with Davis-Monthan's operations.

2. RINCON/SOUTHEAST SUBREGIONAL PLAN

The subject property is located within the *Rincon/Southeast Subregional Plan (RSSP)*, which provides land uses and policy direction for an area of approximately 400 square miles, centered along the Interstate 10 corridor and extending southeast of the City of Tucson to Cochise County. The property is not in an existing Map Detail within the plan, so only Subregional Policies apply. The proposed rezoning conforms with the applicable Subregional Policies by:

- Including an Environmental Resource Report (ERR) with the rezoning submittal ([Policy A.2.a](#))
- Submitting an inventory of archaeological and historical sites summarizing Arizona State Museum records with this proposal. ([Policy B.9.a](#))
- Incorporating a native plant preservation plan with the development package for the proposed expansion. ([Policy C.3.a](#))
- Implementing onsite drainage improvements in a manner consistent with existing City masterplans. ([Policy D.3.b](#))

3. MAJOR STREETS & ROUTES PLAN / SETBACK ZONE OVERLAY

The City of Tucson's *Major Streets and Routes (MS&R) Plan* provides comprehensive guidance on the City's transportation network with respect to roadway widths, classifications, and land use coordination to ensure safe and efficient circulation throughout the City of Tucson. Because the property is located along the Valencia Road Gateway Arterial identified by the MS&R, the *Major Streets & Routes Setback Zone* applies. This rezoning conforms to this overlay zone by:

- Maintaining separation from the 200-foot right-of-way width allotted to Valencia Road on the north, which is the maximum width identified by the MS&R Plan.
- Installing a drought-tolerant landscape buffer along the property's Valencia Road frontage.
- Separating the RV storage area from Valencia Road by locating a drainage basin between the two.
- Maintaining visual separation by screening the RV storage area from views along the Gateway Arterial.

4. AIRPORT ENVIRONS ZONE

The subject property is located within Davis-Monthan's Approach-Departure Corridor Zone 2 (ADC-2), which protects the public from potential conflicts and hazards from aircraft flying into and out of Davis-Monthan by restricting many commercial, office, and residential uses. This rezoning proposes to replace the existing SR residence zone with I-1 Industrial zoning to allow the expansion of the approved RV storage facility. This overall project will have few onsite

employees and does not include the construction of any buildings on the rezoning property. This is a compatible development that ensures an efficient use of the property while conforming with the AEZ.

5. READINESS AND ENVIRONMENTAL PROTECTION INTEGRATION (REPI)

REPI is a federal program to encourage surrounding land uses to be compatible with the air base's operations and missions. Pima County works with Davis-Monthan to ensure the program's success by acquiring development rights or entering into restrictive-use easements with landowners in proximity to the air base. 6971 LLC and Pima County have an agreement to allow the rezoning and development of the subject property, citing that the proposed RV storage facility use is compatible with Davis-Monthan's mission. See **Appendix A: REPI Agreement**.

C. CONFLICTS WITH ADOPTED CITY ORDINANCES OR POLICIES

The proposed development does not conflict with any adopted city ordinances or policies.

VALENCIA/KOLB RV STORAGE

CHANGE OF ZONING APPLICATION

PART II: SITE ANALYSIS



THE
PLANNING CENTER

PLANNING | LANDSCAPE ARCHITECTURE



II. SITE ANALYSIS

The purpose of *Part II: Site Analysis* is to highlight the site’s physical characteristics, identify opportunities and constraints, and provide analysis that will guide development to be sensitive to the site and its surroundings. Information for this section was prepared per the City of Tucson Unified Development Code (UDC) and compiled from various sources, including site visits, referencing topographic, hydrological, archaeological, and traffic analyses, and correspondence with the property owner and city staff.

A. GENERAL INFORMATION

1. PROJECT LOCATION

The overall project consists of two parcels located on the north side of East Old Vail Road, near the southwest corner of the Valencia Road and Kolb Road intersection. See **EXHIBIT II.A.1: PROJECT LOCATION**. The following table provides specific characteristics of the project, while **EXHIBIT II.A.2: SUBJECT PROPERTY** provides the rezoning property’s dimensions.

Project Component	ASSESSOR PARCEL NUMBER	ADDRESS	ACREAGE
Phase I	141-03-037B	6991 East Old Vail Road	4.55 AC
Phase II Rezoning Property	141-03-036B	6791 East Old Vail Road	4.16 AC
Total	-	-	8.71

2. EXISTING LAND USES + STRUCTURES

The rezoning property on the western half of the project is currently vacant, with no buildings or building footprints onsite. The former alignment of the Old Vail Road runs diagonally northwest-southeast across the southern one-third of this property. This roadway was abandoned with the eastward expansion of Valencia Road in the early 1990s. The eastern half of the project comprises the first phase of the overall development. Construction on this phase is slated to begin later this year. Linework from the approved development package (DP21-0034) is included in **EXHIBIT II.A.2: SUBJECT PROPERTY** to show the planned improvements.

Valencia Road bounds the project to the north. Pima County widened this road to six lanes in 2019. As part of the widening improvements, a concrete-lined drainage channel was installed along the northern property line. An existing RV storage site lies to the south across Old Vail Road. This vehicle storage facility is the only developed property within 100 feet of the project. A vacant parcel borders the east side of the project. The vacant property and right-of-way to the west are part of an undeveloped industrial subdivision owned by Pima County. Refer to **EXHIBIT II.A.2: SUBJECT PROPERTY** for onsite uses and uses within 100 feet of the project.

Davis-Monthan Air Force Base to the north is the largest single land user within a half mile of the subject property. Other land within a half mile of the property is sparsely developed with

commercial and industrial uses, with the remainder vacant (see **EXHIBIT II.A.1: PROJECT LOCATION**).

3. EXISTING ZONING

The rezoning property is zoned SR (Suburban Ranch Residential), which does not permit commercial operations, including the proposed vehicle storage lot. The eastern half of the project area is zoned I-1 (Industrial Zone) and permits RV storage use.

As shown in **EXHIBIT II.A.3.a: EXISTING ZONING** and outlined in the table below, properties immediately adjacent to the project (i.e., within 100 feet) are primarily zoned for commercial or industrial use.

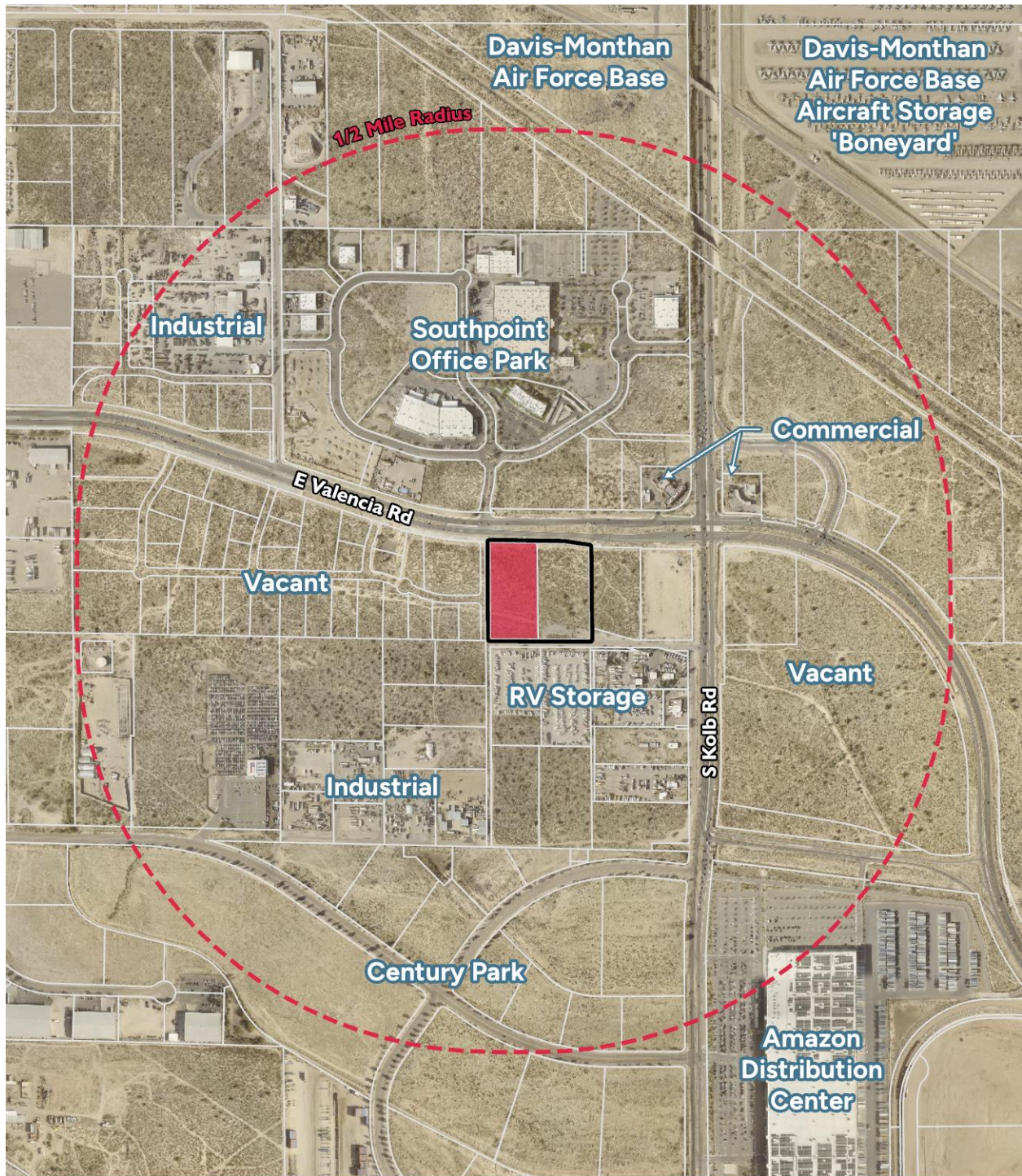
DIRECTION	ZONING
North	I-2 (Industrial Zone)
South	CI-2 (Industrial Zone - Pima County)
East	I-1 (Industrial Zone)
West	CI-2 (Industrial Zone - Pima County), CB-2 (Commercial Zone - Pima County), SR (Suburban Ranch Zone - Pima County)

The rezoning property lies entirely within Davis-Monthan’s ADC-2 and is mainly within the 160–180-foot Height Zone of the Airport Environs Overlay Zone (AEZ). Valencia Road to the north is classified as a Gateway Arterial under the Major Streets and Routes Plan, subjecting the property to the *Major Streets & Routes Setback Zone*. See **EXHIBIT II.A.3.b: ZONING OVERLAY**.

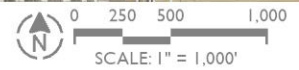
4. EXISTING BILLBOARDS

No billboards are on the subject property, and no billboards are proposed as part of the project.

EXHIBIT II.A.1: PROJECT LOCATION

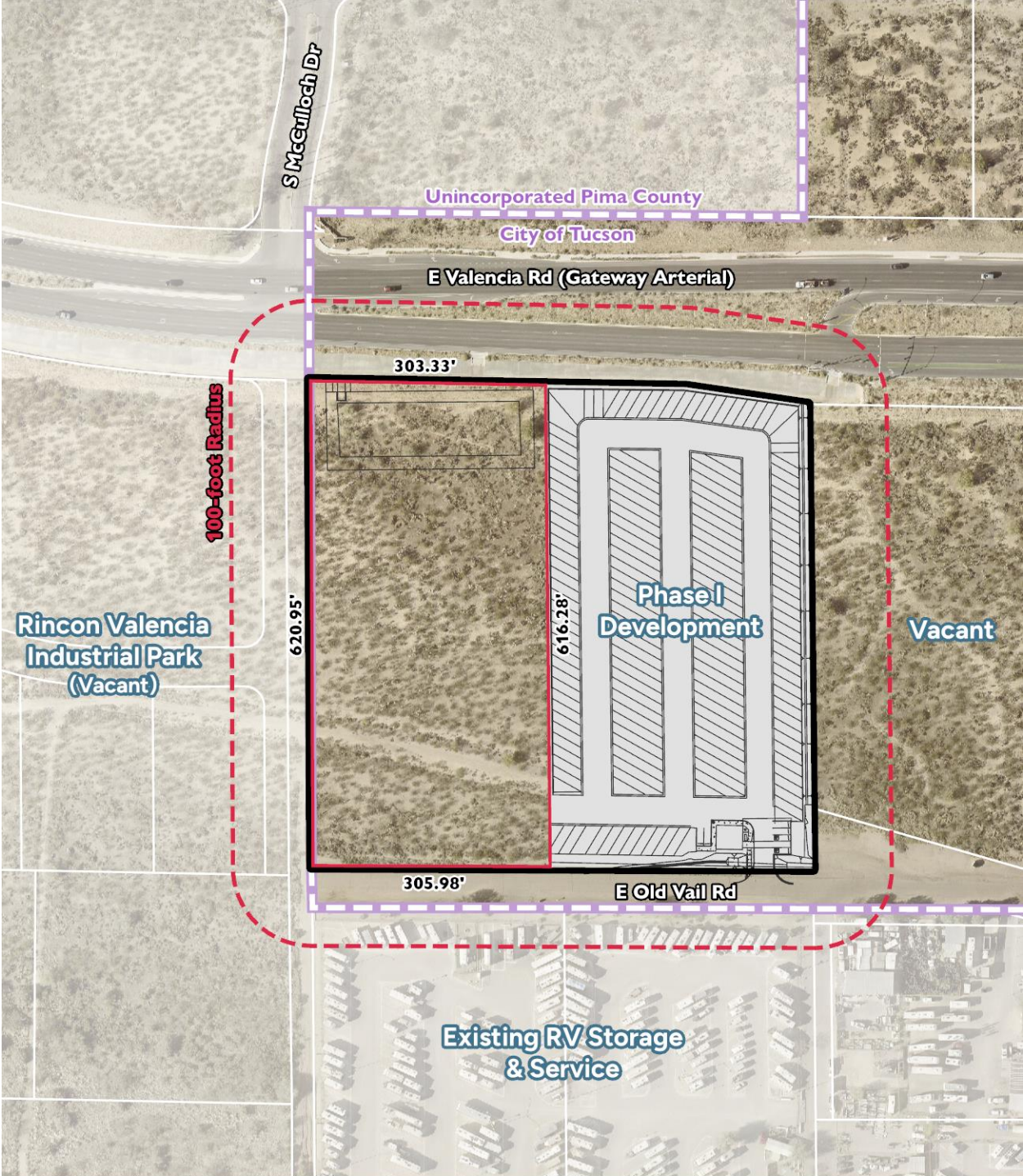


- LEGEND**
- Rezoning Boundary
 - Overall Project Boundary
 - 1/2 Mile Radius
 - Parcels



SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Location Map DATE: 9/21/2023

EXHIBIT II.A.2: SUBJECT PROPERTY



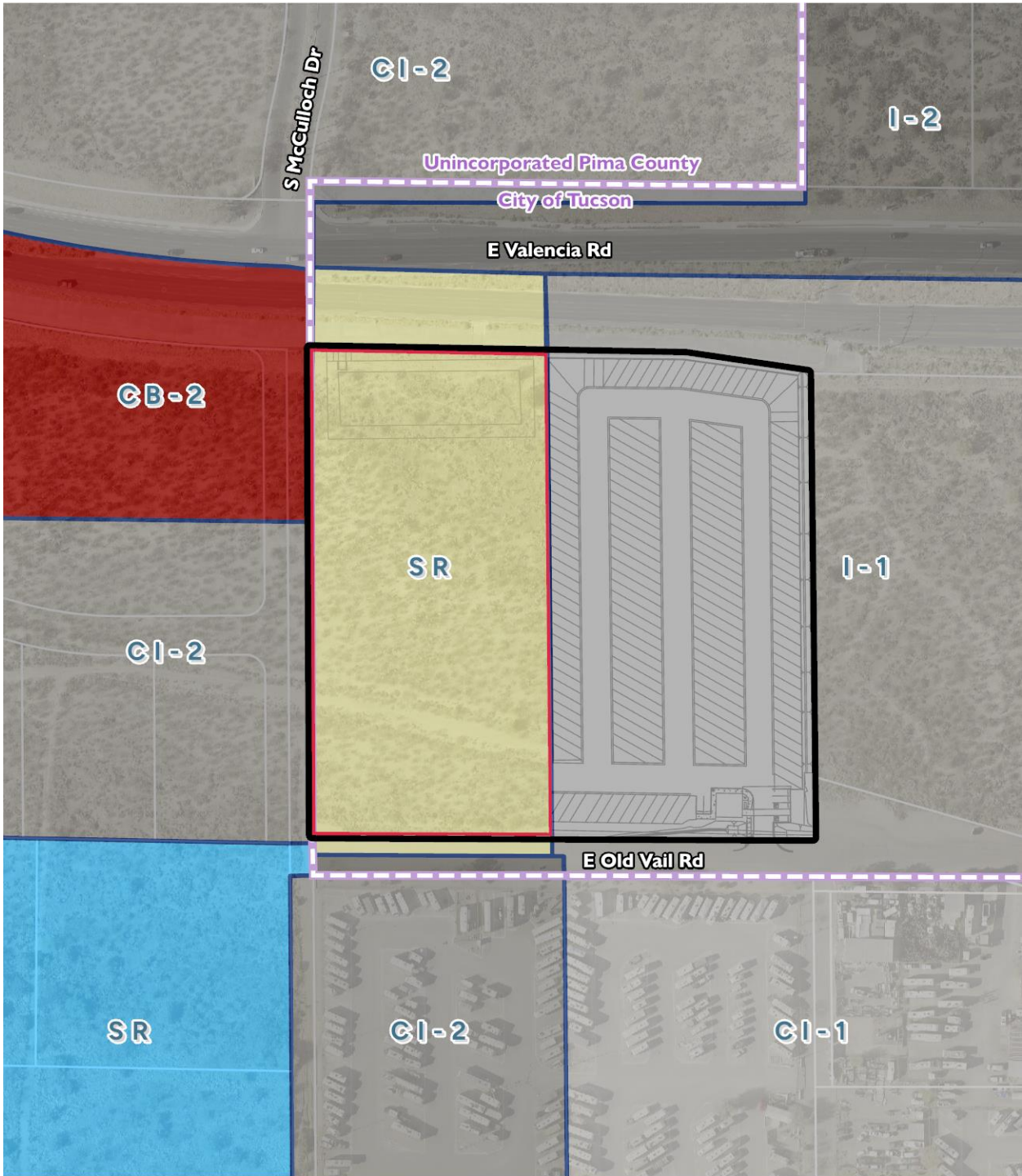
LEGEND

- Rezoning Boundary
- Jurisdictional Boundaries
- Overall Project Boundary
- Parcels
- 100-foot Radius



SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Subject Property DATE: 9/21/2023

EXHIBIT II.A.3.a: EXISTING ZONING



LEGEND

- Rezoning Boundary
- Overall Project Boundary
- Jurisdictional Boundaries
- Parcels

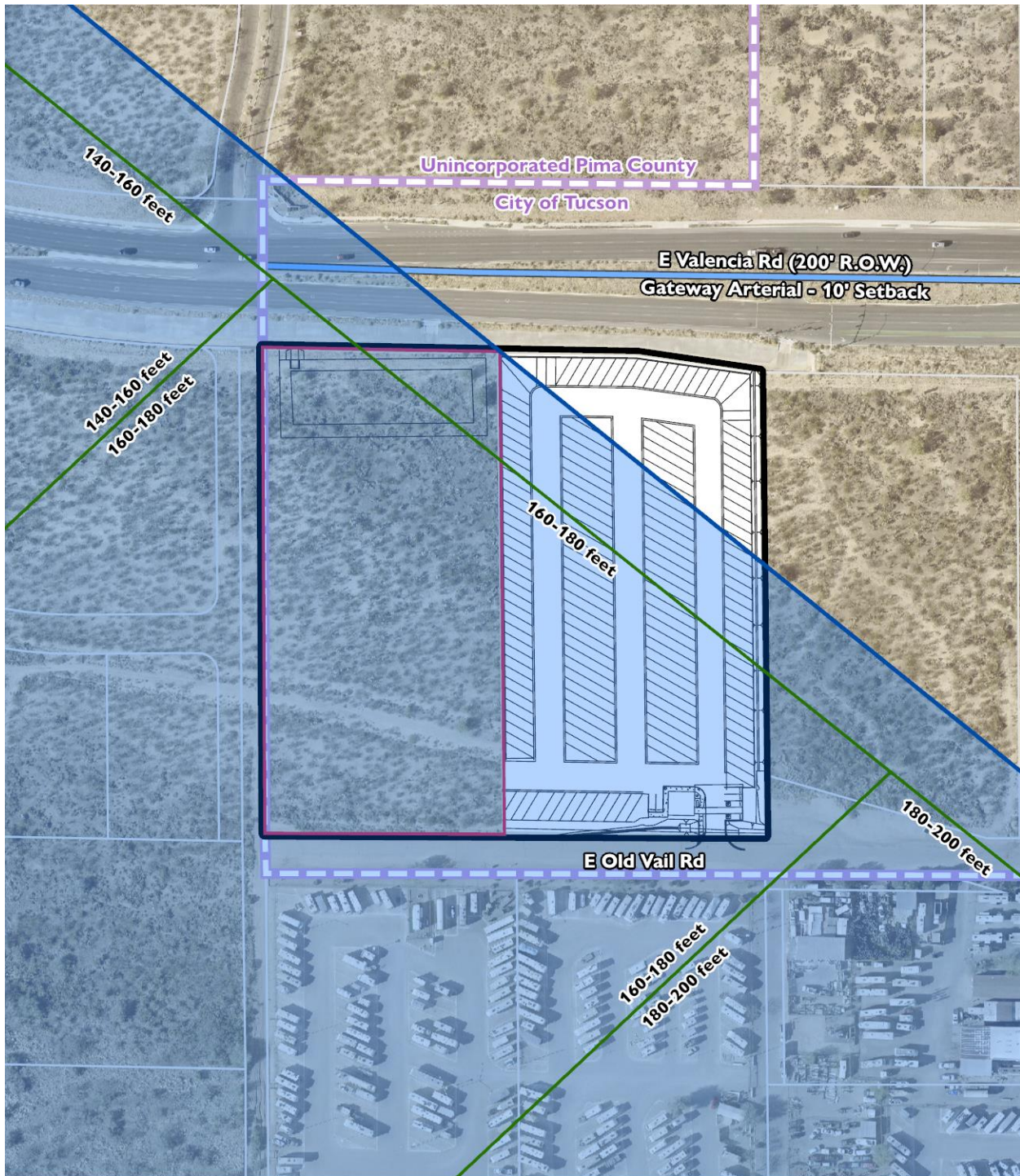
- City of Tucson Zones**
- SR
 - I-1
 - I-2

- Pima County Zones**
- CB-2
 - CI-1
 - CI-2
 - SR



SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Zoning Map DATE: 9/21/2023

EXHIBIT II.A.3.b: ZONING OVERLAY



LEGEND

- Rezoning Boundary
- Overall Project Boundary
- Jurisdictional Boundaries
- Parcels

Airport Environs Zones (AEZ)

- AEZ Height Zones
- AEZ Land Use
- ADC-2

Major Streets & Routes

- Gateway Arterial



SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Zoning Overlay Map DATE: 9/25/2023

B. CIRCULATION + TRIPS

1. EXISTING STREETS ABUTTING THE SITE

The project is on Old Vail Road, a local street. Its northern boundary abuts Valencia Road. The unimproved right-of-way of South McCulloch Drive abuts the rezoning property's western boundary. The site is approximately 1,000 feet from the intersection of Valencia Road and Kolb Road (refer to **EXHIBIT II.B.1: EXISTING ACCESS**).

East Old Vail Road

Old Vail Road is a two-lane local street with no sidewalks, curbs, or bicycling facilities. The existing and planned ROW width is 60 feet; therefore, no ROW dedications are required.

East Valencia Road

Valencia Road is a six-lane road with a raised center median and a right-of-way (ROW) of 200 feet, the maximum width allotted for arterial roadways. The ROW contains bike lanes, curbs, a sidewalk on the northern side of the road, and a concrete drainage channel along the ROW's southern edge. Valencia Road is categorized as a Gateway Arterial by the City of Tucson's *Major Streets & Routes Plan*.

South McCulloch Drive

South McCulloch Drive abuts the western property boundary. The entire ROW is undeveloped. The eastern half of this ROW is public, and the western half is part of the Rincon Valencia Industrial Park (1-37) subdivision (Sequence #20060500431). Pima County owns this entire subdivision, including the western half-ROW. This ROW is unlikely to be improved given Pima County's ownership and the limitations placed on the subdivision due to its location in the Davis-Monthan's Approach-Departure Corridor. The property owner may pursue the abandonment of South McCulloch Drive ROW in the future.

2. EXISTING + PROPOSED CURB CUTS

Although the property abuts Valencia Road, the project is not accessible from Valencia Road as it is separated from the roadway by a concrete drainage channel. Access to the project is from Old Vail Road, which has no existing curbs. Preliminary development plans do not call for any curbs to be added to the road. Ingress/egress to and from Old Vail Road is located at the southeast corner of the project and will extend to the rezoning property via cross-access from Phase I. See **EXHIBIT II.B.1: EXISTING ACCESS**.

3. DECELERATION LANES + TURN LANES

No deceleration or turn lanes along Old Vail Road serve the property.

4. PROPOSED IMPROVEMENTS WITHIN THE RIGHT-OF-WAY

There are currently no proposed improvements within the right-of-way of Old Vail Road or the right-of-way of Valencia Road.

5. TRANSPORTATION CHARACTERISTICS WITHIN ONE MILE

EXHIBIT II.B.2: CIRCULATION depicts all major streets, traffic signals, public transit stops, bike lanes, and park-and-ride facilities within a one-mile radius of the site.

The nearest public transit facility is a Sun Shuttle stop in front of the Amazon Fulfillment Center at 6701 South Kolb Road, about a half mile southeast of the property. There are no other transit stops within one mile of the project site.

The table below provides the existing traffic counts for all major streets within one mile of the property.

STREET	SEGMENT	LOCATION ID	TRAFFIC COUNT	YEAR
E Valencia Road	S Wilmot Rd to S Kolb Rd	PCX-202	30,690	2022
E Valencia Road	S Kolb Rd to S Nexus Rd	PCX-325	22,278	2022
S Kolb Road	E Valencia Rd to E Irvington Rd	PCX-196	56,137	2022
S Kolb Road	Tucson TB to E Valencia Rd	PCX-236	17,270	2022
S Wilmot Road	I-10 Frontage Rd to E Valencia Rd	A-378	6,645	2022

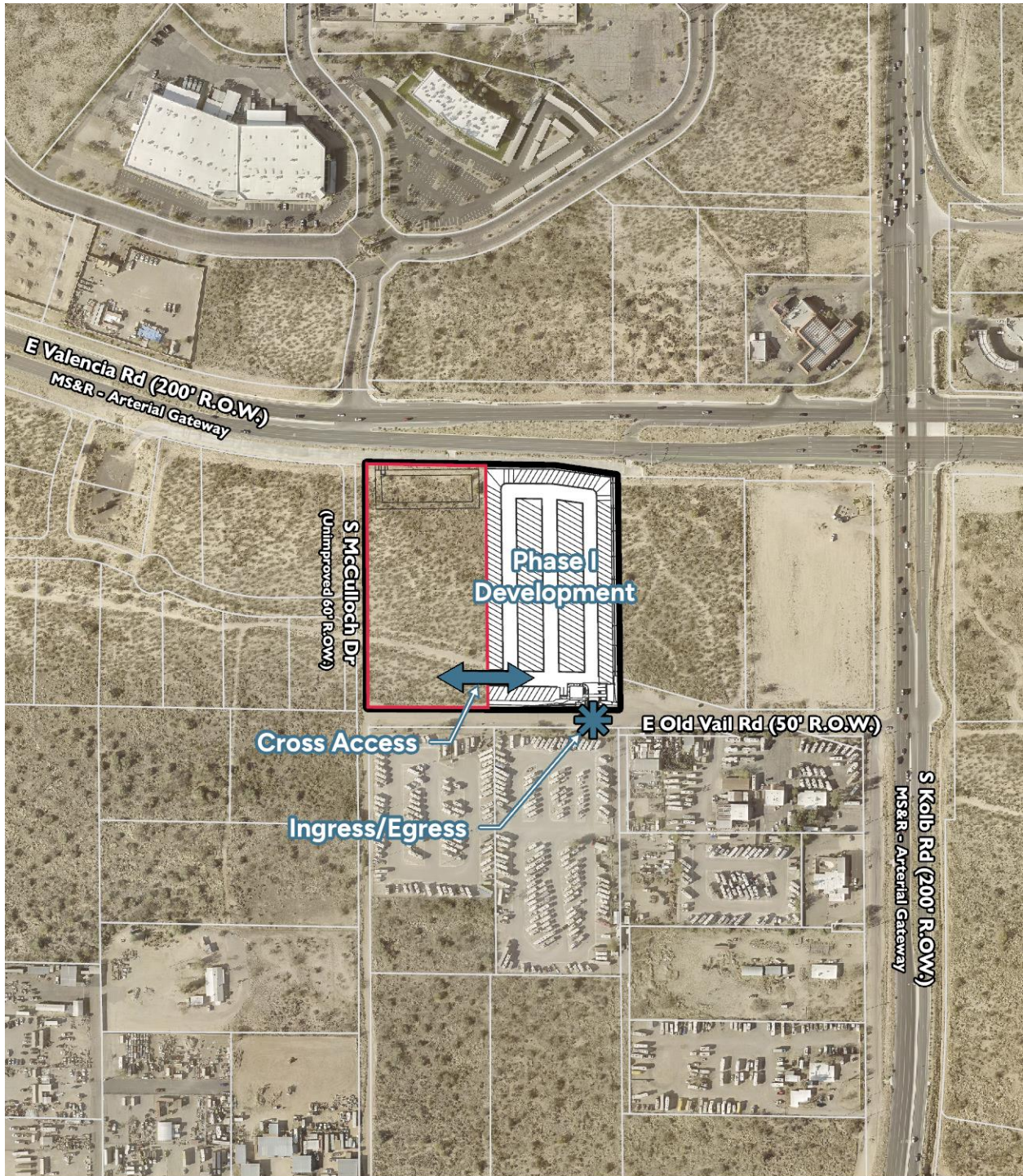
Source: Pima Association of Governments


The City of Tucson, in conjunction with the Region Transportation Authority, has completed plans for widening 3.7 miles of Valencia Road east of Kolb Road. When completed, Valencia Road will be a six-lane road with a raised median from Kolb Road to Houghton Road. The widening also includes traffic signal improvements, drainage improvements, ADA and bicycle facilities, native landscaping, and public art. This project has begun, with utility relocation currently underway.

6. AVERAGE DAILY TRIPS

The expected trip generation for the proposed R.V. storage facility use is anticipated to be 26 weekday trips, with two trips during the AM peak hour and three trips in the PM peak. For more information on these trip calculations, see **TRAFFIC IMPACT STATEMENT OUTDOOR RV STORAGE** submitted under separate cover.

EXHIBIT II.B.1: EXISTING ACCESS

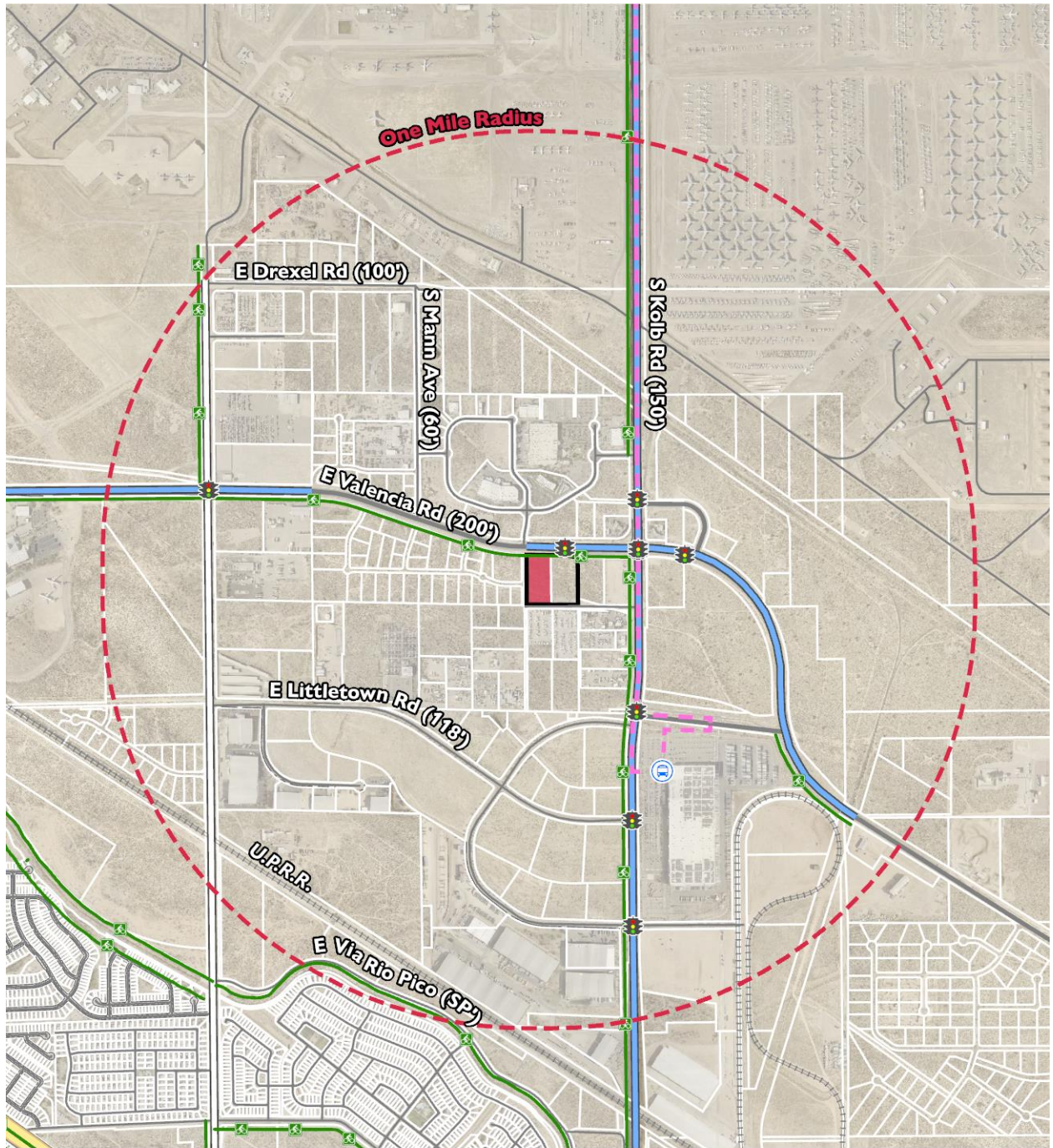


- LEGEND
-  Rezoning Boundary
 -  Overall Project Boundary
 -  Parcels



SOURCE: Pima County GIS
PROJECT: MFL-01
FILE NAME: Access DATE: 9/25/2023

EXHIBIT II.B.2: CIRCULATION



- LEGEND**
- Rezoning Boundary
 - Overall Project Boundary
 - One Mile Radius
 - Parcels
 - Major Streets & Routes**
 - Interstate
 - Arterial
 - Gateway Arterial
 - Streets
 - Sidewalks
 - Bike Route
 - Sun Shuttle Route
 - Traffic Signal
 - Bus Stop



SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Transportation Map DATE: 9/21/2023

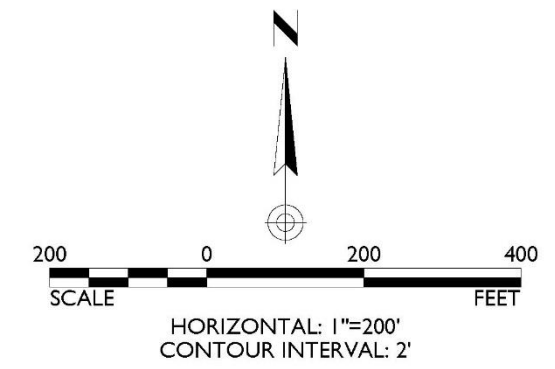
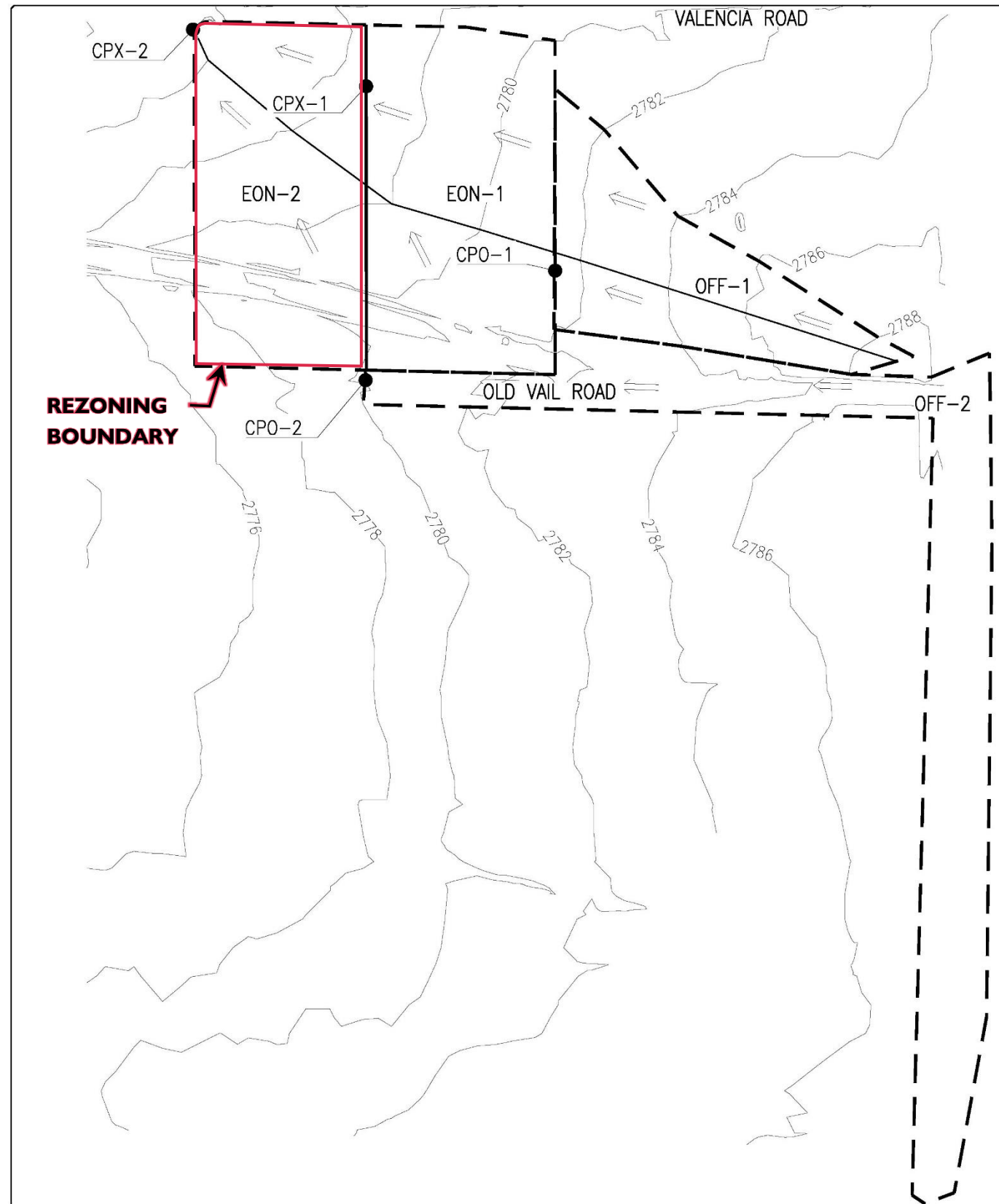
C. CULTURAL RESOURCES

Since the rezoning property is an undeveloped site with a historical roadway bisecting it, an archaeological records review was requested from SWCA Environmental Consultants. The review found that twenty archaeological sites are located within one mile of the property, but none lie within the site. The review also found two previous surveys had been conducted in the area, partially overlapping the rezoning property. Refer to **APPENDIX B: ARCHAEOLOGICAL RECORDS REVIEW**.

D. PRE-DEVELOPMENT HYDROLOGY

Since the rezoning property comprises the second half of a larger development, the overall project area's hydrologic character was assessed. The existing condition of the site is an undeveloped desert area that is bounded by desert to the east and west and roadways to the north and south. Offsite drainage impacts the site along the south and east boundaries. Along the south boundary, the offsite drainage is conveyed in the roadway for Old Vail Road and abuts the property. No runoff for this area is discharged into the site. To the east, a portion of the runoff for an undeveloped desert lot is discharged into the site. This runoff converges with the onsite drainage and is conveyed to the northwest area of the site. This is then discharged to the west property, which further conveys the flow to an existing drainage area located in the south-right-of-way of Valencia Road. **EXHIBIT II.D: EXISTING HYDROLOGY** depicts the current onsite and offsite flows affecting the property.

Refer to **DRAINAGE REPORT FOR OLD VAIL ROAD DEVELOPMENT**, submitted under separate cover, for an in-depth assessment of the overall project's existing hydrology.



EXISTING DRAINAGE				
BASIN ID	ACRES (AC)	Q2 (CFS)	Q10 (CFS)	Q100 (CFS)
OFF-1	2.9	1.7	6.2	16.8
OFF-2	5.2	7.5	17.1	34.3
EON-1	4.53	2.8	10.2	27.6
EON-2	4.14	2.5	9.9	26.9
EX. SITE DISCHARGE				105.6

EXISTING DRAINAGE					
CONC. PT.	CONTRIBUTING BASIN ID	ACRES (AC)	Q2 (CFS) IN/OUT	Q10 (CFS) IN/OUT	Q100 (CFS) IN/OUT
CP01	OFF-1	2.9	1.7	6.2	16.8
CP02	OFF-2	5.61	7.5	17.1	34.3
CPX1	EON-1 & OFF-1	7.43	4.5	16.4	44.4
CPX2	OFF-1, EON-1, & EON-2	11.57	7	26.3	71.3

Job No.
23-0227

EXHIBIT
A.I

OLD VAIL ROAD RV STORAGE FACILITY
TUCSON, AZ
EXISTING CONDITIONS DRAINAGE MAP

8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T: 520.408.1400 | F: 520.408.1403
www.epsgroupinc.com



Aug. 23, 2023 10:50am U:\Projects\2023\23-0227 Old Vail Rd\Draw\Drainage\A.I Existing.dwg

E. SCHOOLS, RECREATION + CULTURAL FACILITIES

No schools, parks, libraries, or public lands adjoin the project, and no adjacent property proposes such uses. However, several nearby trails are in the vicinity and are described below.

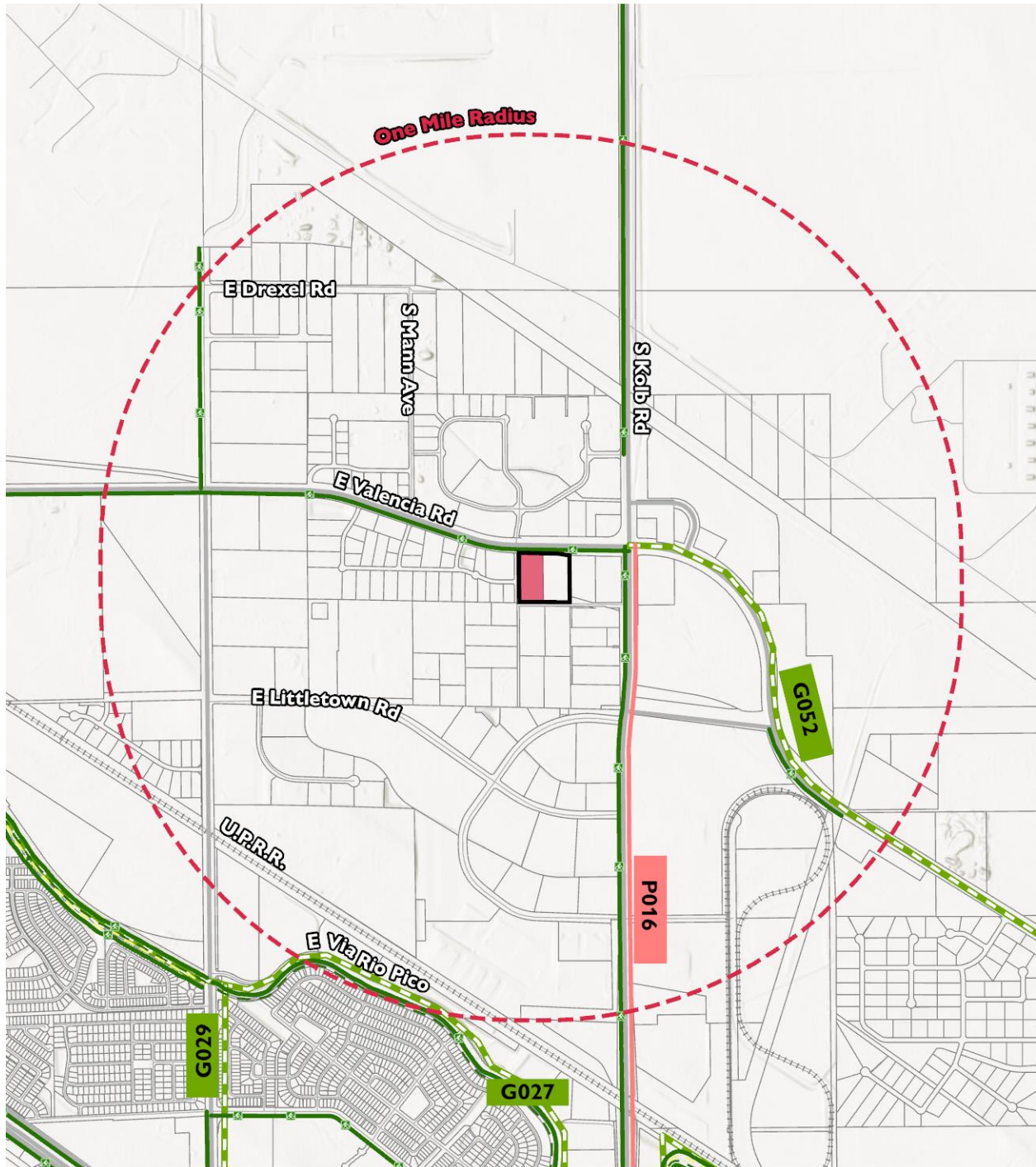
1. RECREATIONAL FACILITIES

Pima Regional Trail System

Three Pima Regional Trail System trails are within a mile of the project. The trail routes and locations are shown in **EXHIBIT II.E: RECREATION FACILITIES**. Additional trail information is provided in the table below.

TRAIL NAME	TRAIL TYPE	TRAIL LENGTH
Valencia Greenway (G052)	Greenway	7.4 Miles
Julian Wash Greenway (G027)	Greenway	18.4 Miles
Kolb Road Path (P016)	Path	2.6 Miles

EXHIBIT II.E: RECREATION FACILITIES



LEGEND	Rezoning Boundary	Streets	Trails
	Overall Project Boundary	Railroads	HARD
	One Mile Radius	Pima County Trails Master Plan	SOFT
	Parcels	Greenway	Bike Route
	Major Streets	Path	

0 500 1,000 2,000
 SCALE: 1" = 2,000'
 SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Schools, Recreation & Cultural Facilities DATE: 9/21/2023

F. EXISTING DISTURBANCE + SOILS

The project area is largely undisturbed, except for an abandoned section of Old Vail Road running diagonally through the southern portion. There are no instances of wildcat dumps on the site, and no landfills or hazardous material storage are located within one mile of the property. The existing soil is Tubac Gravelly Loam, 1 to 8 percent slopes. This soil is typically suitable for homesites and urban development, with the main limitation being shrink-swell potential.

G. TOPOGRAPHY

1. TOPOGRAPHIC CHARACTERISTICS

The overall project area is generally flat, with a slight downward slope from southeast to northwest toward Valencia Road. This slope is generally uniform except for the area surrounding the abandoned section of Old Vail Road. The area along the abandoned roadway contains slopes that exceed fifteen percent due to the grading implemented when the road was constructed. The rezoning property's elevation drops from 2,780 feet in the southeast corner to approximately 2,774 feet near the northwestern corner of the property. Refer to **EXHIBIT II.G: TOPOGRAPHY** for a depiction of the topographic characteristics of the overall project site.

2. AVERAGE CROSS SLOPE

The rezoning property's average cross slope is 3.22% and is calculated by multiplying the contour interval (I) by the total length of contours (L) by a constant (0.0023), divided by the area of the site in acres.

- *Average Cross Slope* = $\frac{I \times L \times 0.0023}{\text{Site Acreage}}$
- *Average Cross Slope* = $\frac{2 \times 2,911.9 \times 0.0023}{4.16 \text{ Acres}}$
- *Average Cross Slope* = 3.22%

EXHIBIT II.G: TOPOGRAPHY



LEGEND

- Rezoning Boundary
- Overall Project Boundary
- Parcels

- Slopes
- 15% - 25%
 - 25% or Greater

- Contour
- 10-foot Contour
 - 2-foot Contour



SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Topography Map DATE: 9/21/2023

H. UTILITIES

The rezoning property is undeveloped with no existing uses. All necessary utilities for the proposed development will be extended from the development of the parcel to the east. Locations of existing utilities can be seen in **EXHIBIT II.H: UTILITIES**.

1. SEWER

The Pima County Regional Wastewater Reclamation Department has sewer infrastructure along Valencia Road to which the adjacent property's approved improvements connect at manhole 2380-06.

2. WATER

The site is within Tucson Water's obligated service area.

3. ELECTRICITY

The site is served by Tucson Electric Power (TEP).

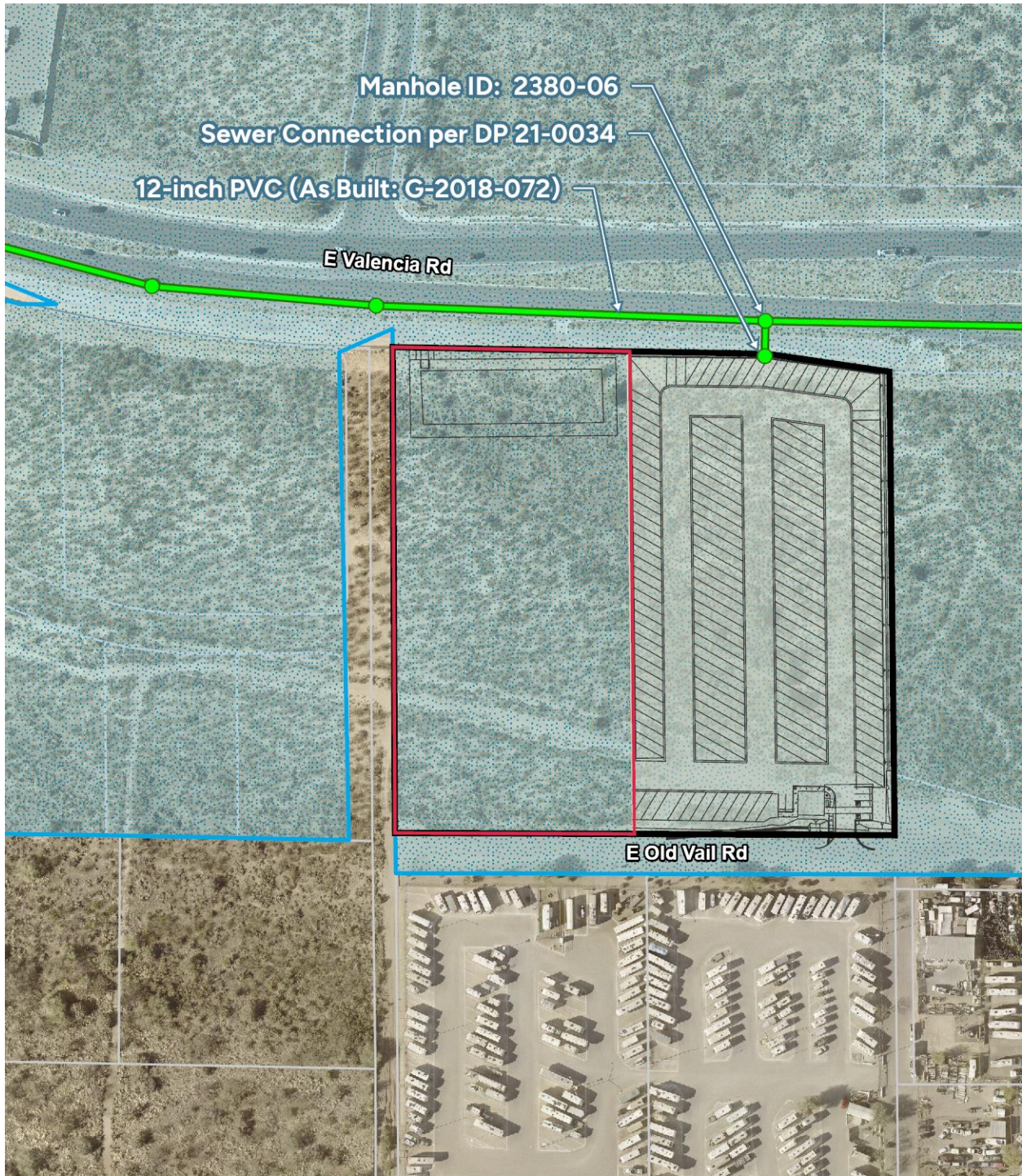
I. VEGETATION + SCREENING

1. EXISTING VEGETATION ONSITE

The rezoning property is undeveloped and vegetated with a Palo Verde-Mixed Cacti series of Sonoran Desertscrub. Cholla (*Cylindropuntia spec.*), prickly pear (*Opuntia spec.*), and creosote (*Larrea tridentata*) are the most prevalent species, with several palo verde (*Parkinsonia spec.*) trees dispersed throughout the project site. No riparian areas are present onsite. This property was identified as a 'set-aside' area in the adjacent property's approved development package, meaning the rezoning property was to be left undisturbed as part of the development. Now that the rezoning property is proposed to be developed, the Native Plant Preservation Plan for the overall project will need to be revised.

2. EXISTING LANDSCAPING+ SCREENING

As the property is undeveloped, no landscaping or screening is currently onsite.



LEGEND

- Rezoning Boundary
- Overall Project Boundary
- Parcels
- Tucson Water Obligated Service Areas
- Sewer Line
- Manholes



SOURCE: Pima County GIS
 PROJECT: MFL-01
 FILE NAME: Utility Map DATE: 9/22/2023

J. VIEWS




The rezoning property is undeveloped with sparse desert vegetation. As such, views onto and across the property are largely unobstructed. Prominent views are of the Catalina Mountains and the office park to the north and the Rincon Mountains to the east. Views to the west consist of undeveloped desert vegetation like those on the subject property. An RV storage facility is the dominant view to the south across Old Vail Road.

Please see **EXHIBIT II.J.1: SITE PHOTO LOCATIONS** and **EXHIBIT II.J.2: SITE PHOTOS**.

EXHIBIT II.J.1: SITE PHOTO LOCATIONS



LEGEND

-  Subject Property
-  Parcels
-  Photo Location



SOURCE: Pima County GIS
PROJECT: eTOD
FILE NAME: Views Map DATE: 9/7/2023

EXHIBIT II.J.2: SITE PHOTOS



PHOTO #1: View of the Catalina Mountains looking north along the western property boundary from the southwest corner of the rezoning property



PHOTO #2: View of the RV storage facility looking south from southwest corner of rezoning property

EXHIBIT II.J.2: SITE PHOTOS (CONTINUED)



PHOTO #3: View of the undeveloped industrial subdivision from the end of Old Vail Road at the southwest corner of rezoning property looking west



PHOTO #4: View of Old Vail Road and the Rincon Mountains at the southwest corner of rezoning property looking east

EXHIBIT II.J.2: SITE PHOTOS (CONTINUED)



PHOTO #5: View looking south at the RV storage facility across Old Vail Road from southeast corner of rezoning property



PHOTO #6: View of the northern portion of the property looking south across concrete drainage channel from Valencia Road

EXHIBIT II.J.2: SITE PHOTOS (CONTINUED)



PHOTO #7: View looking west along Valencia Road north of the property with the rezoning property on the left



PHOTO #8: View of the Southpoint office park looking north across Valencia Road from northwest corner of rezoning property

VALENCIA/KOLB RV STORAGE

CHANGE OF ZONING APPLICATION

PART III: PLAN PROPOSAL

THE
PLANNING CENTER

PLANNING | LANDSCAPE ARCHITECTURE



III. PLAN PROPOSAL

Given the surrounding context and regulatory constraints, RV storage is an ideal use for the rezoning property. It aligns with the development pattern along Old Vail Road, where several RV storage facilities are already located. This project is surrounded by industrial and commercially zoned properties. Davis-Monthan Air Force Base is located approximately one-half mile north of the property. Military training and other operations at the air base influence land use on this project and the surrounding properties. 6971 LLC purchased the rezoning property with an agreement from Pima County to develop it with a use that is compatible with Davis-Monthan's long-range mission.

RV storage is compatible with the surrounding properties and the air base's mission as it continues an established development pattern southwest of the Valencia Road/Kolb Road intersection. The rezoning property's current SR zoning provides for low-density single-family residential development, which is incompatible with the Air Force Base's operations. RV storage is a more appropriate use for the property.

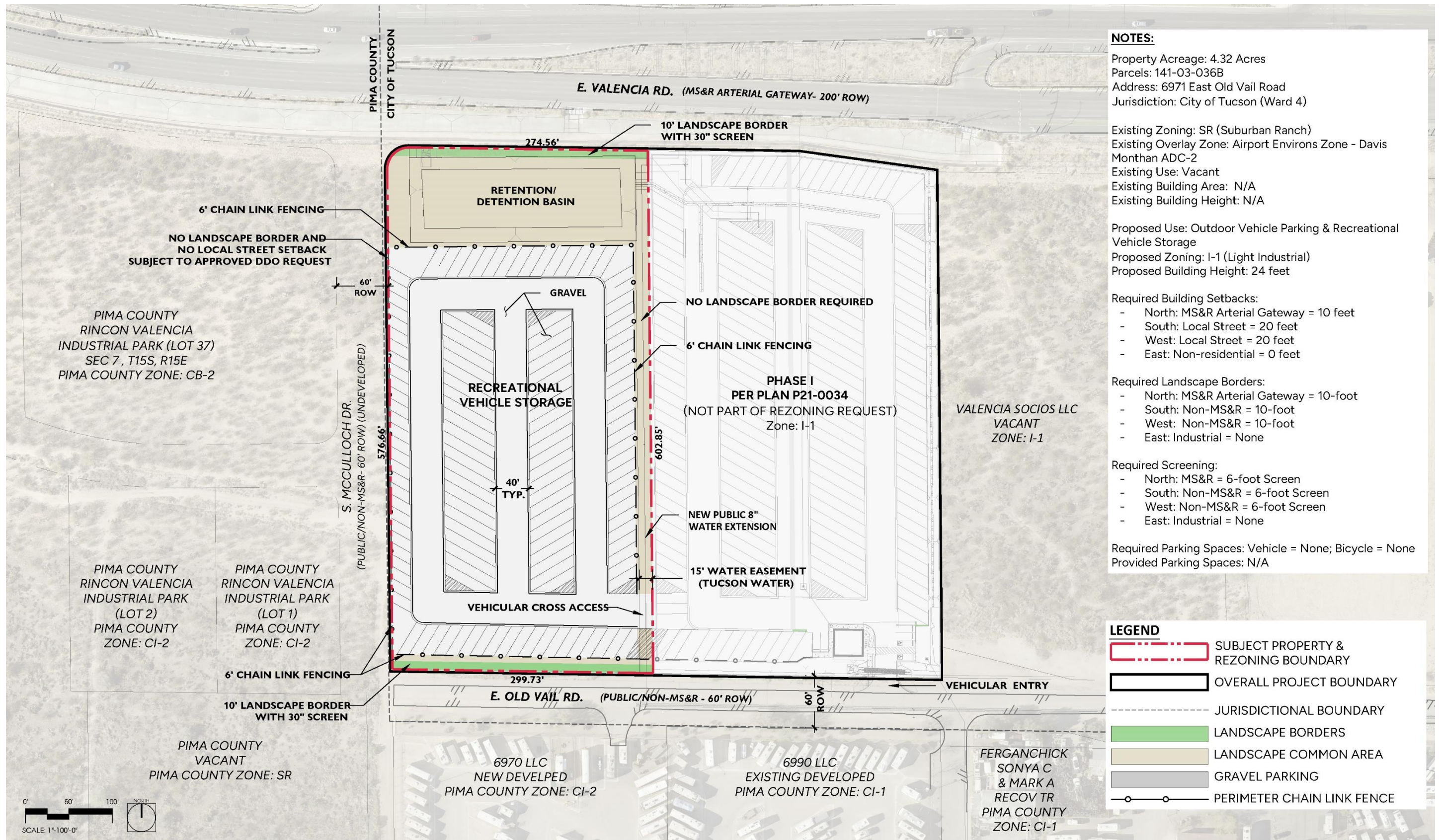
This plan proposes rezoning the subject property from SR Suburban Ranch zoning to I-1 Industrial to expand the Phase I development to the rezoning property. Phase I of this project is already zoned I-1 and has an approved development package (DP21-0034). This phase is shown in the proposed development plan for reference.

The proposed expansion will effectively use the vacant rezoning property to meet the growing demand for RV storage in a manner consistent with existing plans, policies, and surrounding land uses, including Davis-Monthan Air Force Base. This project will bring many positive benefits to the region by fulfilling market demand, generating sales tax, and developing the property in a manner that is compatible with surrounding uses and the site's location in the Approach Departure Corridor for Davis-Monthan.

A. BUILDING LAYOUT

The proposed RV storage expansion does not include constructing any buildings on the rezoning property. The developer may include shaded canopies on the property, which will be no more than 24 feet in height, to protect against sun exposure. Most of the rezoning property will be used as a parking area to store recreational vehicles, except for a new detention basin on the north end of the property. The property will be accessed via cross-access from the Phase I development to the east.

EXHIBIT III.A: PRELIMINARY DEVELOPMENT PLAN



NOTES:

Property Acreage: 4.32 Acres
 Parcels: 141-03-036B
 Address: 6971 East Old Vail Road
 Jurisdiction: City of Tucson (Ward 4)

Existing Zoning: SR (Suburban Ranch)
 Existing Overlay Zone: Airport Environs Zone - Davis
 Monthan ADC-2
 Existing Use: Vacant
 Existing Building Area: N/A
 Existing Building Height: N/A

Proposed Use: Outdoor Vehicle Parking & Recreational
 Vehicle Storage
 Proposed Zoning: I-1 (Light Industrial)
 Proposed Building Height: 24 feet

Required Building Setbacks:

- North: MS&R Arterial Gateway = 10 feet
- South: Local Street = 20 feet
- West: Local Street = 20 feet
- East: Non-residential = 0 feet

Required Landscape Borders:

- North: MS&R Arterial Gateway = 10-foot
- South: Non-MS&R = 10-foot
- West: Non-MS&R = 10-foot
- East: Industrial = None

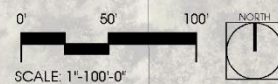
Required Screening:

- North: MS&R = 6-foot Screen
- South: Non-MS&R = 6-foot Screen
- West: Non-MS&R = 6-foot Screen
- East: Industrial = None

Required Parking Spaces: Vehicle = None; Bicycle = None
 Provided Parking Spaces: N/A

LEGEND

- SUBJECT PROPERTY & REZONING BOUNDARY
- OVERALL PROJECT BOUNDARY
- JURISDICTIONAL BOUNDARY
- LANDSCAPE BORDERS
- LANDSCAPE COMMON AREA
- GRAVEL PARKING
- PERIMETER CHAIN LINK FENCE



B. DESIGN COMPATIBILITY

1. MITIGATION ENSURING THE PRIVACY OF ADJACENT RESIDENCES

No residential uses border the property, and onsite operations are expected to have a minimal impact on neighboring properties. Perimeter fencing is provided around the entire storage facility for privacy and security.

2. DESIGN CRITERIA

This project expands the development from Phase I onto the rezoning property to complete the overall project. RV storage is permitted by right in Phase I, as it is already zoned I-1 (Industrial). The rezoning property will share the same zoning upon approval of this request, ensuring consistency across the project area. The development will consist primarily of a gravel parking area for recreational vehicle storage, except for a new retention basin at the north end of the property. No buildings are proposed on this property, ensuring compatibility with Davis-Monthan's long-term mission and its REPI program. Shade canopies may be constructed to shelter vehicles stored on the lot.

3. CONSERVATION + URBAN HEAT ISLAND EFFECT REDUCTION

Site improvements include a gravel parking area rather than concrete or asphalt to minimize impervious surfaces. A detention basin at the north end of the property captures stormwater runoff from the overall project area. These improvements minimize runoff and allow for greater stormwater infiltration. Shade canopies in the parking area and landscaped borders reduce the urban heat island effect on the property. A water-efficient irrigation system waters landscaped areas that are also depressed to capture rainfall as supplemental irrigation.

4. SITE + BUILDING CONFIGURATION

There will be no buildings constructed on the subject property. The only structures that may be incorporated are overhead canopies to shade and protect vehicles stored on the lot. These canopies will be no more than 24 feet in height. If these canopies conflict with setback requirements abutting local streets, a Design Development option (DDO) will be pursued to keep the development project compliant with the City of Tucson's design requirements. The required setbacks for the property are shown in the table below.

DIRECTION	ADJACENT ZONING OR STREET	REQUIRED SETBACK	PROVIDED SETBACK
North	MS&R	10 Feet	10 Feet
East	I-1	None	0 Feet
South	Local Street	20 Feet	20 Feet
West	Local Street (Undeveloped right-of-way)	20 Feet	0 Feet

5. TRANSITION OF BUILDING HEIGHTS + NUMBER OF STORIES

There are no buildings proposed on the rezoning property post-development. Protective canopies may be constructed onsite and will not exceed 24 feet in height. At this height, the canopies are compatible with the Airport Environs Zones height requirements. The drainage basin separates them from Valencia Road to protect views along the Gateway Arterial.

6. TRANSITION OF DENSITIES

The project is surrounded by RV storage to the south and vacant land to the east and west. The proposed improvements match these neighboring developments, ensuring consistent compatible development in the vicinity of Davis-Monthan.

7. LANDSCAPE + SCREENING

Landscaping includes ten-foot landscaping borders along the north and south property lines, which abut public roads, and a six-foot screen around the project site. Landscaping is incorporated into the new detention basin to screen the storage lot from Valencia Road. The storage area will be covered with gravel to reduce airborne dust particles and to allow stormwater to percolate naturally.

8. STREET IMPROVEMENTS

Although the property abuts Valencia Road, all access will be from Old Vail Road via the adjacent property. Because this development generates such a small amount of traffic, no street improvements are necessary to mitigate traffic impacts.

9. DEFENSIBLE SPACE TECHNIQUES

The storage facility will be accessible from a single point and secured with perimeter fencing surrounding the overall project. Vegetative screening along both Old Vail Road and Valencia Road will also be maintained to ensure no one can conceal themselves from view.

10. VIEW CORRIDORS

Once developed, the facility will resemble the neighboring RV storage facilities to the south. View corridors are expected to be maintained since no buildings are planned on the rezoning property. The potential inclusion of shade canopies in the vehicle storage area may alter the existing view corridors from Valencia Road to the north or the properties to the west. However, the drainage basin separates the canopies from Valencia Road, protecting the views along this Gateway Arterial. Views from the property to the west will remain unchanged as Pima County owns the properties to the west, and development is restricted by their location within the Davis-Monthan flight path. With no development planned for these properties, impacts on views from the west will be minimal.

11. CHANGES IN ELEVATION DUE TO GRADING

The rezoning property is flat and will remain so after developing. No significant cut or fill is expected as part of the overall project development.

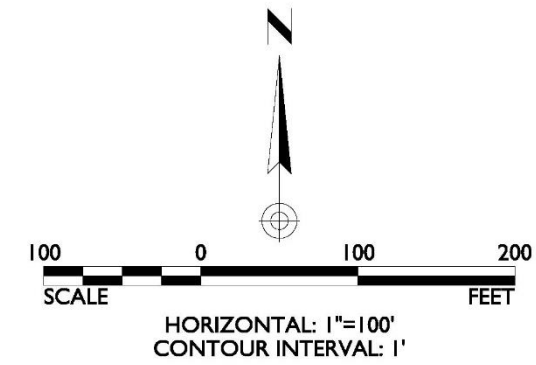
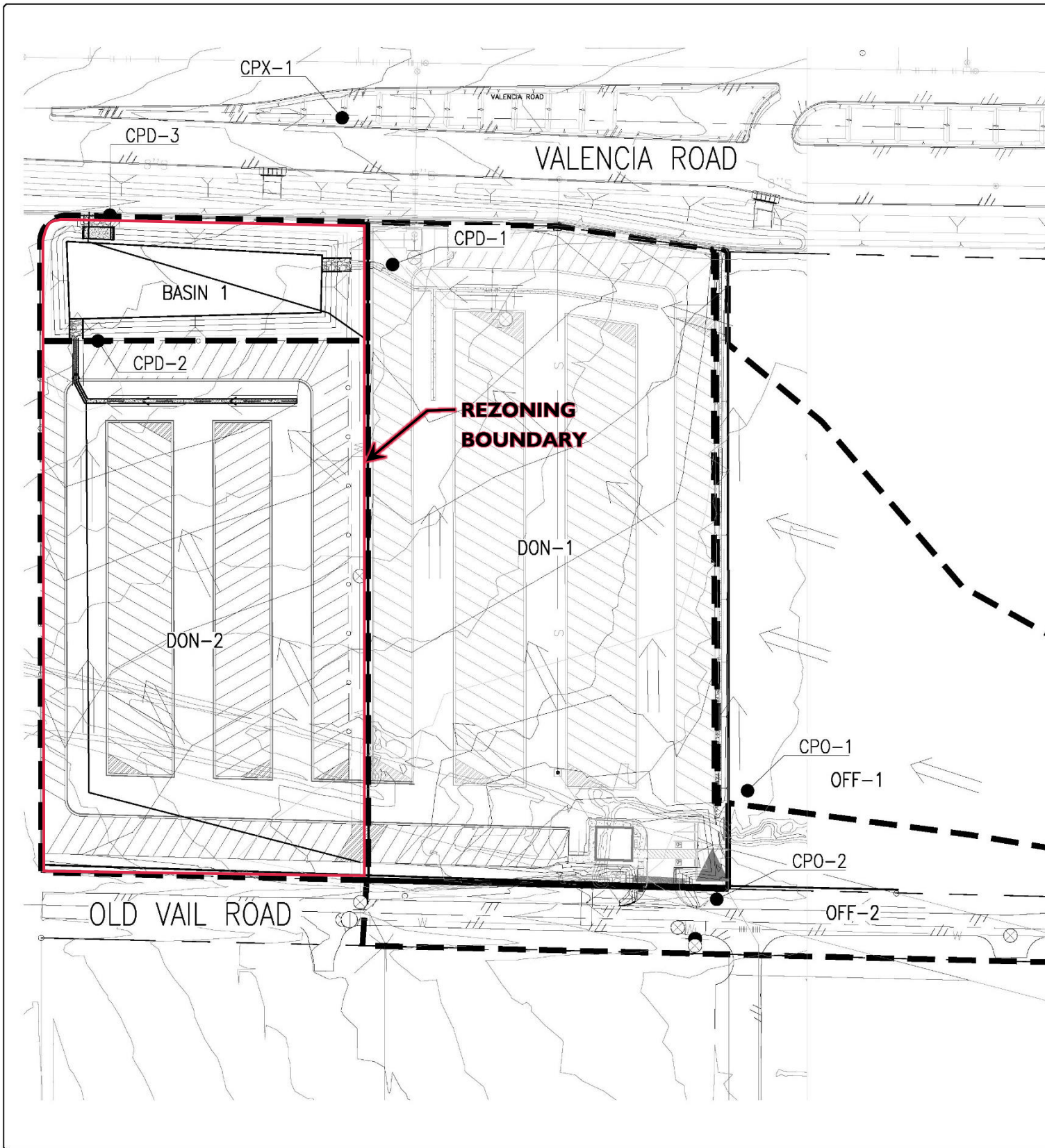
C. POST-DEVELOPMENT HYDROLOGY

EXHIBIT III.C: POST DEVELOPMENT HYDROLOGY depicts the proposed drainage improvements at the buildout of both properties. A summary of these improvements is provided below from EPS Group's drainage report submitted under separate cover.

The proposed site will consist of storage areas for large recreational vehicles, a small office building, parking for employees and customers, a detention/retention basin in the western parcel, a drainage swale along the east boundary, and a culvert crossing at the south driveway. All onsite flow will be conveyed through the site via surface flow. The site will grade from the southeast to the northwest, where a series of valley gutters will collect the runoff and discharge it into the retention/detention basin in the west property.

The hydraulic conveyance systems proposed with this development includes a retention/detention basin, drainage swales to the east and south of the property, and a culvert crossing at the proposed driveway. The single retention/detention basin is proposed to reduce the developed onsite peak discharge rates to match the existing peak discharge rates at the north end of the site. This discharges into an existing drainage area located in the south Valencia Road right-of-way. The east drainage swale is proposed to convey offsite flow that, under existing conditions, enters the site along the east boundary. This swale conveys the flow to the north and discharges into the same existing drainage area in the Valencia Road right-of-way. The culvert crossing at the driveway will be used to convey the offsite flow that runs through Old Vail Road. A swale is proposed at the inlet and outlet of the culvert to aid in the conveyance of the runoff.

Refer to **DRAINAGE REPORT FOR OLD VAIL ROAD DEVELOPMENT** for an analysis of the overall project's post-development hydrology.



PROPOSED DRAINAGE				
BASIN ID	ACRES (AC)	Q2 (CFS)	Q10 (CFS)	Q100 (CFS)
OFF-1	2.9	1.7	6.2	16.8
OFF-2	5.2	7.5	17.1	34.3
DON-1	4.53	8.1	18.3	36.7
DON-2	3.38	5.8	13.1	26.2
BASIN 1	0.77	1.2	2.7	5.3
PR. SITE DISCHARGE				119.3

PROPOSED DRAINAGE						
CONC. PT.	CONTRIBUTING BASIN ID	ACRES (AC)	Q2 (CFS) IN/OUT	Q10 (CFS) IN/OUT	Q100 (CFS) IN/OUT	
CP01	OFF-1	2.8	1.7	6.2	16.8	
CP02	OFF-2	5.61	8.1	18.5	36.9	
CPD1	DON-1	4.53	8.1	18.3	36.7	
CPD2	DON-2	3.38	5.8	13.1	26.2	
CPD3	DON-1, DON-2, & BASIN 1	0.77	13.9	4.8	31.4	19.7 62.9 54.5

Job No.
23-0227

EXHIBIT
A.2

OLD VAIL ROAD RV STORAGE FACILITY
TUCSON, AZ
DEVELOPED CONDITIONS DRAINAGE MAP

8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T: 520-408-1400 | F: 520-408-1403
www.epsgroupinc.com

EPS GROUP

Aug 23, 2023 10:48am U:\Projects\2023\23-0227-Old Vail Rd\CD\Drainage\A.2_Developed.dwg
c:\usr

D. LANDSCAPED AREAS + SCREENING

1. LANDSCAPING (MATERIALS + LOCATIONS)

Ten-foot landscape borders will be planted along the northern and southern property lines. These landscape borders will be planted with native, drought-tolerant trees, shrubs, and groundcover vegetation to create an attractive streetscape that shields the subject property from public view, ensuring security for those storing vehicles on the property. A ten-foot landscape border is required between the undeveloped McCulloch Drive right-of-way and the western property line. However, this right-of-way is unlikely to be built and may be abandoned in the future. The developer will seek to remove this landscape buffer through the Design Development Option process (DDO) during the development stage.

2. SCREENING (MATERIALS + LOCATIONS)

A 30-inch screen will be installed along the northern and southern property lines. A 6-foot chain link fence will also enclose the project area. These measures combined with the landscape borders will secure vehicles parked in the storage space while preserving scenic views along Valencia Road.

3. RAINWATER HARVESTING

Newly landscaped areas will use design techniques to capture rainwater to supplement irrigation.

E. LIGHTING

Lighting on the proposed site will be similar to that found at other nearby RV storage facilities. Any lights installed will be Outdoor Lighting Code compliant, shielded, and directed down and away from adjacent properties to limit light trespass. Lighting types and locations will be determined in conjunction with TEP and permitted during site development.

F. PEDESTRIAN ACCESS

The subject property is proposed to become a storage site for recreational vehicles, so pedestrian access is not presumed to be a major component in its daily proposed use. Pedestrian access will be provided through the main entrance at the southeast corner of the overall project.

G. SIGNS

Signage may include entry or directional signs to welcome and guide customers through the overall project area. No billboards are proposed as part of this development.

H. TOPOGRAPHY

The project area is flat and, with no substantial cut or fill proposed, will remain so after development is complete.

I. TRAFFIC

The proposed RV storage development is anticipated to generate 26 weekday daily trips (entering/exiting), with two trips (entering/exiting) during the AM peak hour of generator and three trips (entering/exiting) during the PM peak hour of generator. The combined total of both RV storage sites is anticipated to generate 57 weekday daily trips (entering/exiting), with five trips (entering/exiting) during the AM peak hour of generator and six trips (entering/exiting) during the PM peak hour of generator. Refer to the **TRAFFIC IMPACT STATEMENT OUTDOOR RV STORAGE** submitted under separate cover.

J. UNDISTURBED AREAS

There is no riparian habitat or significant vegetation on site. The entire property will be developed with no undisturbed areas being preserved. The rezoning property was identified as a 'set aside' area under the Phase I Development Package's Native Plant Preservation Plan (NPPP). Since the rezoning property will now be developed, the NPPP will be revised to reflect the proposed development. The entire project area will be assessed for protected native plants using the Plant Inventory Methodology. Native plant mitigation planting will be provided in the landscape plans with the development package.

K. UTILITIES

1. SEWER

No structures are proposed on the property that would require a sewer connection.

2. WATER

The approved Development Plan (DP21-0034) on Phase I extends an eight-inch water main in a fifteen-foot easement along the subject property's eastern boundary. Irrigation service and any other water service will be extended from Phase I improvements with the expansion onto the rezoning property.

3. ELECTRICITY

Electrical facilities will be extended from the Phase I development to the east as part of the expansion plans for the rezoning property.

L. VEHICULAR USE AREAS

1. MOTOR VEHICULAR + BICYCLE PARKING

The site will almost entirely consist of a storage area for recreational vehicles, with employee parking provided on the Phase I side of the project.

2. PUBLIC OR PRIVATE STREETS

Vehicular access to Old Vail Road is provided via cross-access with the Phase I property to the east as part of the planned expansion to the rezoning property. PAALs provide circulation throughout the overall project. No public streets are proposed.

3. LOADING AREAS

There are no proposed loading areas on the rezoning property.

4. SOLID WASTE + RECYCLING COLLECTION AREA

No solid waste collection areas are provided on the rezoning property.

RESOURCES

MapTucson, City of Tucson GIS, 2023

Pima Association of Governments, Transportation Data Management System, 2023

PimaMaps, Pima County GIS, 2021

Pima Regional Trail System Master Plan, Revised May 2012

City of Tucson Unified Development Code, 2016.

Aerial Photographs, Pictometry, 2020.

Plan Tucson, City of Tucson General & Sustainability Plan, ratified 2014.

2021: The Year of the RV, RV Industry Association, December 2, 2021

VALENCIA/KOLB RV STORAGE

CHANGE OF ZONING APPLICATION

APPENDICES



THE
PLANNING CENTER

PLANNING | LANDSCAPE ARCHITECTURE



Appendix A: REPI Agreement



AGREEMENT

This Agreement (this “**Agreement**”) is made by and between 6971, LLC, an Arizona limited liability company (“**6971 LLC**”), 6991, LLC, an Arizona limited liability company (“**6991 LLC**”), and PIMA COUNTY, a political subdivision of the State of Arizona (“**County**”). 6971 LLC, 6991 LLC, and County are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

- A. 6971 LLC owns the parcel of real property in Pima County, Arizona, described in **Exhibit A** and depicted on **Exhibit A-1** (the “**6971 LLC Property**”);
- B. 6991 LLC owns the parcel of real property in Pima County, Arizona, described in **Exhibit B** and depicted on **Exhibit B-1** (the “**6991 LLC Property**”);
- C. County holds a Deed of Easement (the “**2018 Deed of Easement**”) on and over the 6971 LLC Property, as recorded in the Office of the Pima County Recorder on June 14, 2018, at Sequence No. 20181650370;
- D. 6971 LLC desires to utilize the 6971 LLC Property for the surface parking of and storage facilities for vehicles, including recreational vehicles, boats, and trailers, but such a use requires modification of the 2018 Deed of Easement and the rezoning of the 6971 Property.
- E. 6991 LLC has agreed to reduce the potential number of employees that may be employed on the 6991 LLC Property, in consideration of the modification of the 2018 Deed of Easement hereunder.

Now Therefore, the Parties agree to the following terms and conditions:

- 1. **Easement Granted by 6991 LLC.** In consideration of the modification to the 2018 Deed of Easement, 6991 LLC will grant to County an easement in the form set forth as the attached **Exhibit “C”**, restricting the number of employees that are allowed to occupy the 6991 Property (the “**6991 Property Easement**”).

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2. **Modification of 2018 Deed of Easement.** In consideration of granting the 6991 Property Easement, County will modify the terms of the 2018 Deed of Easement by modification in the form set forth as the attached **Exhibit "D"** to allow uses of the property not currently allowed under the terms of the 2018 Deed of Easement (the "**Modification of Easement**"). Additionally, County acknowledges and does not object to 6971 LLC's application to the City of Tucson for a rezoning of the 6971 LLC Property from Suburban Ranch (SR) to a City of Tucson zoning designation that is compatible with the intended use defined herein.
3. **Consideration.** No additional compensation or consideration will be paid by or to the Parties for the 6991 Property Easement or for the Modification of Easement.
4. **Title Company:** Stewart Title & Trust of Tucson.
5. **Escrow.** Title Company will act as escrow agent for the transactions contemplated hereby. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "**Escrow**"). Title Company will make reasonably suitable arrangements with any of the Parties, upon that Party's request, to have that Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Title Company that is most convenient for the Party.
6. **Closing Date.** Closing pursuant to this Agreement shall take place on the earlier of (i) fifteen (15) days after the rezoning ordinance rezoning the 6971 LLC Property, as contemplated hereby, becomes final and non-appealable, and (ii) May 31, 2024. Notwithstanding the foregoing, this Agreement will terminate if Closing has not occurred within one (1) year after execution by County, unless County obtains approval by the Pima County Board of Supervisors to extend the Closing Date beyond such one (1)-year period. Notwithstanding any implication to the contrary, the obligations of the Parties to consummate the transactions contemplated hereby are expressly conditioned upon the successfully rezoning of the 6971 LLC Property as contemplated hereby. In the event that such rezoning is unsuccessful, then and in that event, the Parties shall mutually terminate this Agreement, and the Parties' rights and obligations shall thereupon cease and terminate.
7. **Closing Costs.** The closing costs ("**Closing Costs**") will be paid as follows:
 - 7.1. All escrow fees and recording fees, if any, shall be paid by County.
 - 7.2. County will pay a reasonable fee for any necessary Releases and/or other Closing Costs related to the Closing.
8. **County's Maximum Costs.** County's share of Closing Costs shall not exceed Seven Thousand Dollars (\$7,000.00). Any closing costs in excess of the County's Maximum Costs will be paid by 6971 LLC.
9. **Deliveries by 6991 LLC at Closing.** At Closing, 6991 LLC will deliver to County through Escrow the 6991 Property Easement.

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10. **Deliveries by Seller at Closing.** At Closing, County will deliver to 6971 LLC through Escrow the Modification to the 2018 Deed of Easement and the applicable closing fees.

11. **Notices.**

- 11.1. 6971 LLC Address: 120 S. Houghton Road, Suite 138, PMB 318, Tucson, AZ 85748-2155; E-mail: markf1@cox.net
- 11.2. 6991 LLC Address: 120 S. Houghton Road, Suite 138, PMB 318, Tucson, AZ 85748-2155; E-mail: markf1@cox.net
- 11.3. Buyer's Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov

12. **Broker's Commission.** No broker or finder has been used and none of the Parties owes any brokerage or finders fees related to this Agreement.

13. **Default, Remedies, and Conditions Precedent.** In the event that any of the Parties default under this Agreement, the other Parties shall be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement. To the extent that a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by County as a result of any violation of federal arbitrage violations caused by a wrongful failure of the other Parties to perform). None of the Parties is entitled to exemplary, punitive, special, indirect or consequential damages.

14. **Exhibits.** The following Exhibits to this Agreement are fully incorporated herein as if set forth at length.

<u>Exhibit A</u>	6971 LLC Property
<u>Exhibit A-1</u>	6971 LLC Property Depiction
<u>Exhibit B</u>	6991 LLC Property
<u>Exhibit B-1</u>	6991 LLC Property Depiction
<u>Exhibit C</u>	6991 LLC Property Easement
<u>Exhibit D</u>	Modification to 2018 Deed of Easement

15. **Effective Date.** This Agreement will become effective on the last date when all of the Parties have signed it (the "**Effective Date**"). The County is deemed to have signed this Agreement on the date that the Chairman of the Pima County Board of Supervisors signs.

16. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

16.1. **Notices.**

- 16.1.1. **Writing.** All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt

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requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to the respective Parties' address.

- 16.1.2. **Receipt.** If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any Party entitled to notices hereunder may from time to time designate to the other Parties, in writing and given in accordance with this Section, a different address for service of notice.
- 16.2. **Governing Law.** This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in the Pima County, Arizona, Superior Court.
- 16.3. **Entire Agreement.** This Agreement, along with the exhibits hereto, is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.
- 16.4. **Interpretation.** This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.
- 16.5. **No Representations.** Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.
- 16.6. **Signing Authority.** Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.
- 16.7. **Counterparts.** This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission, electronic signature, or email of a counterpart signature page hereof.
- 16.8. **Attorney's Fees and Costs.** In any action brought by a Party to enforce the obligations of

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any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

- 16.9. **Binding Affect.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 16.10. **No Third Party Beneficiaries.** This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.
- 16.11. **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.
- 16.12. **No Partnership.** Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.
- 16.13. **No Waiver.** The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.
- 16.14. **Time of the Essence.** Time is of the essence with respect to each obligation arising under this Agreement.
- 16.15. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

Each Party is signing this Agreement on the date stated opposite that Party's signature, and the effective date of this Agreement shall on the date executed and delivered by County.

SIGNATURES FOLLOW ON NEXT PAGES

{39957 / 01025361 / v6}

6971 LLC:

6971, LLC, an Arizona limited liability company



Signature

2-06-2023
Date

Mark A. Ferganchick, its Manager

6991 LLC:

6991, LLC, an Arizona limited liability company


Signature

2-06-2023
Date

Mark A. Ferganchick, as Trustee of The Sonya C. and Mark A. Ferganchick, its Sole Member

COUNTY:

PIMA COUNTY, a political subdivision of the State of Arizona:


Chairman, Board of Supervisors

MAR 2 1 2023
Date

ATTEST:


Clerk of Board

MAR 2 1 2023
Date

APPROVED AS TO CONTENT:


Director, Real Property Services

 3/1/2023
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:


Bobby Yu, Deputy County Attorney

{39957 / 01025361 / v6}

Exhibit A

6971 LLC Property

The West 330 feet of the South half of the Northeast Quarter of the Southeast Quarter of Section 7, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT the South 30 feet; and

EXCEPT the West 30 feet; and

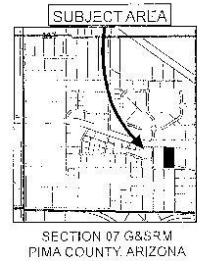
EXCEPT that portion of real property described in Sequence No. 2017-0900770; and

EXCEPT all coal and other minerals as reserved by the United States of America

{39957 / 01025361 / v6}

EXHIBIT A-1

SECTION 07
TOWNSHIP 15 SOUTH
RANGE 15 EAST



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

LEGEND

 Subject Property

23316

DRAWING NOT TO SCALE DRAWN BY: A GRIFFIN DATE: JAN 2023

Exhibit B

6991 LLC Property

The West 330 feet of the East 990 feet of the South half of the Northeast quarter of the Southeast quarter of Section 7, Township 15 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT any portion thereof, if any, lying within the West 330 feet of said South half of the Northeast quarter of the Southeast quarter; and

EXCEPT the South 30 feet thereof; and

EXCEPT the North 25 feet thereof; and

FURTHER EXCEPT that portion thereof conveyed in instrument recorded in Sequence No. 20170900782, described as follows:

A portion of the Northeast Quarter of the Southeast Quarter of Section 7, Township 15 South, Range 15 East, of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 3" ADOT disk in concrete at the East quarter corner of said Section 7, from which the Southeast corner of said Section 7 bears South 0 degrees 17 minutes 18 seconds East, a distance of 2638.89 feet;

Thence along the East line of said Southeast Quarter, South 0 degrees 17 minutes 18 seconds East, a distance of 684.72 feet to a point on the western right-of-way line of Kolb Road, and the southern right-of-way line of Valencia Road;

Thence along the southern right-of-way line of Valencia Road, North 89 degrees 6 minutes 56 seconds West, a distance of 660.11 feet, to the POINT OF BEGINNING;

Thence continuing west along the southern right-of-way of Valencia Road, North 89 degrees 6 minutes 56 seconds West, a distance of 155.03 feet;

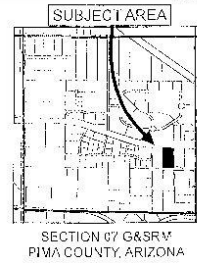
Thence South 81 degrees 47 minutes 2 seconds East, a distance of 156.72 feet;

Thence North 0 degrees 17 minutes 7 seconds West, a distance of 20.00 feet, to the POINT OF BEGINNING.

{39957 / 01025361 / v6}

EXHIBIT B-1

SECTION 07
TOWNSHIP 15 SOUTH
RANGE 15 EAST



23311

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE DRAWN BY: A GRIFFIN DATE: JAN 2023

LEGEND


 Subject Property

EXHIBIT C

When recorded, return to:
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

DEED OF EASEMENT

This DEED OF EASEMENT (this "Deed of Easement") is made as of the _____ day of _____, 2023, by 6991, LLC, an Arizona limited liability company ("Grantor"), to Pima County, a political subdivision of the State of Arizona ("Grantee"). Grantor and Grantee may be collectively referred to as the "Parties," or each may be individually referred to as a "Party."

RECITALS

- A. Grantor is the sole owner in fee simple of approximately 4.55 acres of real property located in Pima County, Arizona, in the vicinity of Davis-Monthan Air Force Base, more particularly described in **Exhibit A** attached hereto and generally depicted in the map attached hereto as **Exhibit B**, both of which are incorporated herein by reference (the "Property").
- B. Grantee is a party to that certain Encroachment Management Agreement (the "Agreement"), dated July 21, 2017, concerning Installation Encroachment Management Plan in the vicinity of Davis-Monthan Air Force Base, Tucson, Arizona, which was entered into under the authority of 10 U.S.C. § 2684a. Under the Agreement, Grantee, as the "Eligible Entity," and the United States of America, acting by and through the Secretary of the Air Force (the "Government"), agreed to each share 50% in the acquisition costs, including the sale price, for real property interests such as the interests in the Property acquired pursuant to that Agreement. Grantee and Grantor have agreed that the Government's contribution pursuant to that Agreement and 10 U.S.C. § 2684a, provide the Government with certain rights that may be exercised, as provided in this Deed of Easement.
- C. Grantor is conveying this Deed of Easement on and over the Property in consideration of the modification of a certain other Deed of Easement (the "2018 Deed of Easement") affecting an abutting property, recorded in the Office of the Pima County Recorder on June 14, 2018, at Sequence No. 20181650370, to allow limited uses of the abutting property not originally permitted under the terms of the 2018 Deed of Easement.

{39957 / 01025364 / v2}

EASEMENT

1. **Grant of Easement.** In consideration of the above stated Recitals, and the mutual covenants, terms, and conditions contained in this Easement, Grantor hereby grants and conveys to Grantee a restrictive Easement (the "Easement") on and over the Property, on the terms and conditions set forth in this Deed of Easement.
2. **Purpose.** The purpose of this Easement is to limit the number of persons occupying or working on the Property at any one time, as more particularly set forth in Section 6 ("Employees").
3. **Access to Property.** Grantee may enter the Property upon no less than twenty-four (24) hours' notice in order to determine Grantor's compliance with the terms of this Easement.
4. **Regulation of Property.** Grantee shall have the right to enforce the terms and provisions of this Easement.
5. **Use of Property by Grantor.** Subject to all applicable laws, codes, covenants, restrictions, resolutions, and ordinances, Grantor may use the Property for any purpose consistent with the terms stated and contained in this Easement.
6. **Employees.** Occupancy of the Property is hereby limited to a maximum of forty-five (45) employees. Notwithstanding the foregoing, Grantor is hereby prohibited from assemblage of the Property with other property that has the effect of increasing permitted employee or building densities, or both, on the Property or the assembled property.
7. **Runs With the Land.** This Easement is a covenant that runs with the land. All grants, covenants and conditions of this Easement shall inure to the benefit of and be binding upon the successors in interest to Grantee and Grantor.
8. **Enforcement and Remedies.** Upon any breach of a term of this Easement, Grantee may institute suit to enjoin any breach or enforce any term by injunction and require that the Property be restored promptly to the condition required by this Easement. The remedies of Grantee shall be cumulative and shall include any other rights and remedies available to Grantee at law or in equity.
9. **Discretion of Grantee.** Enforcement of the terms of this Easement shall be undertaken at the discretion of Grantee. No failure on the part of Grantee to enforce any term of this Deed of Easement on one occasion shall discharge or invalidate that term or any other term of this

{39957 / 01025364 / v2}

Deed of Easement or affect the enforcement right of Grantee in the event of a subsequent breach or default.

10. **Government Rights of Enforcement.** Consistent with Sections 8.6.2, 8.6.3 and 8.6.4 of the Agreement referenced above in Recital B, the Government is expressly granted the following, pursuant to the Agreement:

10.1. Should Grantee or Transferee (as applicable) fail to carry out its obligation to monitor and enforce this Easement to assure compliance with its terms, restrictions, and conditions, or allow the Property to be used for a purpose inconsistent with this Easement, especially with respect to failure to limit any development or use of the Property that would otherwise be incompatible with the mission of the Installation, or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or adjacent to the Installation, the Government, or its assigns, shall have the same rights as Grantee with respect to the Easement, including the right to inspect the Property and enforce such terms, restrictions and conditions.

10.2. Grantee shall notify the Government in writing prior to transferring this Easement pursuant to Section 8.6.3 of the Agreement and the Government, or its assigns, at its option, shall have the right to demand transfer of this Easement to the "United States of America and its assigns" within thirty (30) days from the date of such notification of the Grantee's intent to transfer the Easement (Response Period). If the Government, or its assign, does not notify the Grantee of its intent to demand the transfer of the Easement within the Response Period, then the Grantee shall be free to Transfer the Easement, subject to the terms of this Easement. Any approved deed of transfer shall include the third party rights of the Government as set forth in this section and the requirements that all terms, restrictions, conditions, and purposes set forth in this Easement are to be continued in perpetuity by reference to this Easement.

10.3. Notwithstanding these specified occasions upon which the Government, or its assigns, at its option, has the right to demand transfer of this Easement, the Government shall have the right to demand such transfer of this Easement to the "United States of America and its assigns" at any time for any other purpose it deems necessary to enforce the Prohibited Uses in Section 3 or to fulfill the obligations of the United States.

10.4. In the event the Government exercises these rights, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from Grantor, including, but not limited

{39957 / 01025364 / v2}

to, attorney's fees and expenses related to Grantor's violations. In the event the Government exercises these rights, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee or the Transferee (as applicable), including, but not limited to, attorney's fees and expenses related to Grantee's or the Transferee's (as applicable) violations or failure to enforce the easement against the Grantor.

- 10.5. In the event of an emergency, the Government or its authorized agent may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.
- 10.6. Notices. Any notice, approval, or communication that either Party is required or desires to give related to this Easement must be given in writing and may be served personally, including by recognized courier service, or sent by certified mail, return receipt requested, by the U.S. Postal Service, to:

Grantor:

6991, LLC, an Arizona limited liability company
120 S Houghton Rd Ste 138 PMB 318
Tucson, AZ 85748-2155

Grantee:

Director, Pima County Real Property Services
201 N Stone Ave. 6th Fl
Tucson, AZ 85701

The United States Air Force (as necessary):

Resource Advisors – Michael Stewart, Karl Deutsch, Kimberly Hervey
355th CES/CEIAR
3775 S. Fifth St., Building 4201
Davis-Monthan AFB, AZ 85707

Or to any other address a Party may designate by written notice to the other Party(ies).

11. **Subsequent Transfers.** Grantor further agrees to give written notice, by the means specified in Section 10, to Grantee of the transfer or assignment of any interest in the Property, other than leases, at least twenty (20) days prior to such transfer or assignment. Grantor agrees to make any such transfer or assignment and any leases subject to the terms of this Easement.

{39957 / 01025364 / v2}

Grantor's right to transfer or assign any interest in the Property is in no manner impaired by this Section 11.

12. **Severability.** If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of the invalid provision to persons or circumstances other than those in favor of which it is found to be invalid, as the case may be, shall not be affected.
13. **Rights of Third Parties.** This Easement is being made subject to existing utility and other public and private easements, and rights, restrictions, covenants, and conditions affecting or pertaining to the Property. If Grantor grants any other easements to third parties, it will notify Grantee and require such third party grantees to coordinate their use of the Property with the restrictions set forth herein.
14. **Entire Agreement.** This Easement sets forth the entire agreement of the Parties for the conveyance of this Easement on the Property, and supersedes all prior discussions, negotiations, understandings, or agreements, oral or written, relating to this Easement, all of which are merged into this Deed of Easement.

[SIGNATURE PAGES FOLLOW]

{39957 / 01025364 / v2}

GRANTOR

6991, LLC, an Arizona limited liability company

By: _____ Dated: _____

Mark A. Ferganchick

Its: Manager

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20____ by Mark A. Ferganchick as Manager of 6991, LLC, an Arizona limited liability company, on behalf of the company.

Notary Public

My Commission Expires: _____

EXHIBIT ONLY - NOT FOR EXECUTION

{39957 / 01025364 / v2}

GRANTEE

PIMA COUNTY, a political subdivision of the State of Arizona

By: _____ Dated: _____
Jeffrey Teplitsky, Director,
Pima County Real Property Services

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20____ by Jeffrey Teplitsky, Director, Pima County Real Property Services.

My Commission Expires: _____
Notary Public

EXHIBIT ONLY - NOT FOR EXECUTION

Agent: GA	File #: Acq-1128	Activity #:	P [] De [] Do [] E [X]
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{39957 / 01025364 / v2}

EXHIBIT D

When recorded, return to:

Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

MODIFICATION OF DEED OF EASEMENT

This Modification of Deed of Easement (this "Modification") is made as of the ____ day of _____, 2023 for mutual and valuable consideration, between **Pima County**, a political subdivision of the State of Arizona ("Grantee"), and **6971, LLC**, an Arizona limited liability company ("Grantor") (Grantee and Grantor may collectively be referred to as "**Parties**" or each may be referred to as a "**Party**"), together with the respective successors, assignees, licensees, and invitees of the Parties, for the purpose of modifying that certain Deed of Easement dated June 12, 2018, and recorded in the Office of the Pima County Recorder on June 14, 2018, at Sequence No. 20181650370 (the "2018 Deed of Easement").

RECITALS

- A. Grantor is the sole owner in fee simple of approximately 4.1 acres of real property located in Pima County, Arizona, in the vicinity of Davis-Monthan Air Force Base, more particularly described in Exhibit A attached hereto and generally depicted in the map attached hereto as Exhibit B, both of which are incorporated herein by reference (the "Property").
- B. Grantee is a party to that certain Encroachment Management Agreement (the "Agreement"), dated July 21, 2017, concerning Installation Encroachment Management Plan in the vicinity of Davis-Monthan Air Force Base, Tucson, Arizona, which was entered into under the authority of 10 U.S.C. § 2684a. Under the Agreement, Grantee, as the "Eligible Entity," and the United States of America, acting by and through the Secretary of the Air Force (the "Government"), agreed to each share 50% in the acquisition costs, including the sale price, for real property interests such as the interests in the Property acquired pursuant to that Agreement. Grantee and Grantor have agreed that the Government's contribution pursuant to that Agreement and 10 U.S.C. § 2684a provides the Government with certain rights that may be exercised, as provided in this Modification.
- C. Grantee was previously granted the 2018 Deed of Easement.
- D. Grantor and Grantee now desire to amend the 2018 Deed of Easement to allow uses of the Property not currently permitted under the terms of the 2018 Deed of Easement.

{39957 / 01025368 / v2}

E. Grantor and Grantee hereby accept the Modification in consideration of Grantee's contemporaneously receiving a Deed of Easement on other property, identified as Assessor Parcel No. 141-03-037B, which Grantor will grant to Grantee by separate instrument and recorded in the Office of the Pima County Recorder.

F. This modification shall only apply to the 6971, LLC-owned property described and encumbered by the 2018 Deed of Easement.

NOW THEREFORE, by signing below, the undersigned Parties agree as follows:

A. Sections 2, 3, 11 and 12 of the 2018 Deed of Easement are hereby removed and replaced with the following new Sections 2, 3, 11 and 12, and a new Section 16 is added:

2. **Purpose.** *The purpose of this Easement is to limit any development or use of the Property that would be incompatible with the mission of Davis-Monthan Air Force Base, Tucson, Arizona (the "Installation"), or that might interfere, whether directly or indirectly, with current or future military training, testing, or operations, on or near the Installation while allowing for the following permitted uses ("County Permitted Uses"):*

- 2.1. *non-motorized ingress and egress for public trails;*
- 2.2. *the construction, installation, maintenance, repair, operation, replacement and removal of underground utility lines and appurtenances;*
- 2.3. *the preservation of natural open space purposes;*
- 2.4. *the erection of signs as compatible with this easement and the County Permitted Uses, conservation, trail purposes, and missions of the Installation;*
- 2.5. *the alteration of the grade and gradient of the Property, including the dislocation and removal of soil and other materials, or the addition of fill materials;*
- 2.6. *the installation, maintenance and replacement of any improvements, structures, landscaping, or stabilizing systems related to the County Permitted Uses;*
- 2.7. *the surface parking of and storage facilities for vehicles, including recreational vehicles, boats and trailers; which includes covered parking structures, solar panels mounted to the parking structures, fencing of the site, improvements common with surface parking and storage of vehicles, indirect lighting that is compatible with the City of Tucson lighting code; and*

{39957 / 01025368 / v2}

2.8. any use ancillary or related to the foregoing uses, that remain compatible with the mission of the Installation, including maintenance, repair, and management of the parking and storage facilities.

3. **Prohibited Uses.** The Grantor is prohibited from engaging in or conducting any activity or use of the Property inconsistent with the terms and conditions of this Easement. Without limiting the generality of the foregoing uses in Section 2, the following activities and uses are expressly prohibited:

3.1. Subdivision or development of any residential or household use. Recreational uses and commercial activities are prohibited on the Property, except as provided in Section 2 hereof and agriculture. "Agriculture" as used here means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquaculture, provided that the use complies with all other limitations in this section 3. This includes the related activities of tillage, fertilization, pest control, and harvesting as well as the feeding, housing, training and maintenance of animals such as cows, sheep, goats, hogs, horses, and poultry. It does not include the sale of agricultural products on the Property.

3.2. No structure or tree may exceed 80 feet above ground level.

3.3. No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.

3.4. No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation. This prohibition shall not include glare resulting from reflected sunlight off of vehicles and other objects allowed on site in accordance with the above Section 2.

3.5. Processing, storage, wholesale trade, or distribution of chemical, petroleum, and rubber products and other hazardous or highly flammable materials, other than fuel in fuel tanks used to power stored vehicles, boats, and trailers.

3.6. Assemblage of the Property with other property that has the effect of increasing permitted employee and/or building densities on the Property or the assembled property.

3.7. Occupancy of the Property by Grantor's employees, agents, tenants and/or customers, other than for the purposes of maintenance, repair, and management of the Property and managing the moving of vehicles on and off the Property as reasonably necessary and consistent with the terms of this Easement.

{39957 / 01025368 / v2}

11. *Notices.* Any notice, approval, or communication that either Party is required or desires to give related to this Modification must be given in writing and may be served personally, including by recognized courier service, or sent by certified mail, return receipt requested, by the U.S. Postal Service, to:

Grantor:

6971, LLC
120 S Houghton Rd Ste 138 PMB 318
Tucson, AZ 85748-2155

Grantee:

Director, Pima County Real Property Services
201 N Stone Ave. 6th Fl
Tucson, AZ 85701

The United States Air Force (as necessary):

Resource Advisors – Michael Stewart, Karl Deutsch, Kimberly Hervey
355th CES/CEIAR
3775 S. Fifth St., Building 4201
Davis-Monthan AFB, AZ 85707

Or to any other address a Party may designate by written notice to the other Party(ies).

12. **Subsequent Transfers.** Grantor further agrees to give written notice, by the means specified in Section 11, to Grantee, of the transfer or assignment of any interest in the Property at least twenty (20) days prior to such transfer or assignment. Grantor agrees to make any such transfer or assignment subject to the terms of this Modification.

16. **Effect of Amendment.** In the event of a conflict between the terms of the Easement and the terms of this Modification, the terms of this Modification will control. All other provisions of this Easement will remain in full force and effect and be binding upon the parties.

B. Upon the recording of this Modification, the above modifications shall automatically become effective. All other terms, conditions and obligations of the 2018 Deed of Easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Parties have agreed to the terms and conditions of the above described Modification of Easement as of the first date written above.

[SIGNATURE PAGES FOLLOW]

{39957 / 01025368 / v2}

GRANTOR

6971, LLC, an Arizona limited liability company

By: _____
Mark A. Ferganchick
Its: Manager

Dated: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20____ by Mark A. Ferganchick, as Manager of 6971, LLC, an Arizona limited liability company, on behalf of the company.

Notary Public
My Commission Expires: _____

EXHIBIT ONLY - NOT FOR EXECUTION

GRANTEE

PIMA COUNTY, a political subdivision of the State of Arizona

By: _____ Dated: _____
Jeffrey Teplitsky, Director,
Pima County Real Property Services

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20____ by Jeffrey Teplitsky, Director, Pima County Real Property Services.

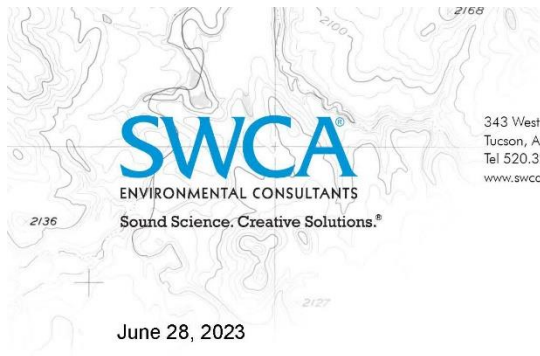
Notary Public
My Commission Expires: _____

EXHIBIT ONLY - NOT FOR EXECUTION

Agent: GA	File #: Acq-1127	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>
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{39957 / 01025368 / v2}

Appendix B: Archaeological Records Review



343 West Franklin Street
Tucson, Arizona 85701
Tel 520.325.9194 Fax 520.325.2033
www.swca.com

June 28, 2023

Lexy Wellott
The Planning Center
2 East Congress Street, Suite 600
Tucson, Arizona 85701

Re: Archaeological Records Review of Parcel 141-03-036B in the City of Tucson, Pima County, Arizona

Dear Ms. Wellott:

SWCA Environmental Consultants (SWCA) has reviewed the archaeological project and site records for Pima County Assessor's Parcel 141-03-036B in support of the environmental review requirements for rezoning privately owned land. The parcel is located on the south side of East Valencia Road, north of East Old Vail Road, and approximately 0.2 mile west of South Kolb Road. Specifically, the parcel is located in the SE¼ of Section 7, Township 15 South, Range 15 East (Gila and Salt River Baseline and Meridian), on the U.S. Geological Survey Tucson East, Arizona, 7.5-minute quadrangle. Below are the results of the records search.

SEARCH RESULTS

According to a search of the archaeological site files and records contained with AZSITE, 30 archaeological survey projects have been conducted in or within 1.0 mile of the project parcels. These projects were conducted between 1967 and 2015 for residential and commercial development, road improvements and expansions, gas pipelines, sewer lines, railroad improvements, fiber optic cables, cell towers, and water infrastructure. Less than one percent of the project area has been previously surveyed resulting from two surveys. In late 2011, SWCA conducted a survey for a proposed utility line and proposed road improvements along Valencia Road. These two surveys partially overlapped with the northern portion of the subject parcel.

Twenty sites have been identified within 1.0 mile of the subject parcel, none of which are within the project parcel. One site is Native American site consisting of an artifact scatter. Seven sites are Euro-American sites consisting of two historic artifact scatters, two homesteads, one abandoned railroad spur, and one historic artifact scatter with associated features. The last site consists of the in-use historic-era El Paso Natural Gas Line. The final 12 sites are newly recorded, and no information is currently available.

The National Park Service's National Register of Historic Places (NRHP) online database was also searched to identify properties listed in the NRHP that are located within or near the subject parcels. No NRHP-listed properties were identified in or within 1.0 mile. The NRHP-listed property nearest the subject parcel is the San Clemente Historic District, which is approximately 6.7 miles northwest of the project parcel.

RECOMMENDATIONS

1. Less than one percent of the subject parcel has been surveyed. Therefore, SWCA recommends, that a qualified archaeological contractor be consulted before any ground-disturbances. Therefore, SWCA recommends, that a qualified archaeological contractor be consulted before any ground-disturbances. A list of archaeological contractors is available on the Arizona State Museum (ASM) website at: <https://statemuseum.arizona.edu/crm>.
2. Pursuant to Arizona Revised Statue §41-865, if any human remains of funerary objects are discovered during project work, all work must stop within the area of the remains and Cristin Lucas, ASM repatriation coordinator, will be contacted at 520-626-0320 or Stacy Ryan, ASM assistant repatriation coordinator, at 520-626-2950.
3. City, county, or municipal governments may have requirements; therefore, SWCA recommends that the relevant jurisdiction(s) be consulted.

If you have any questions about the results of this records search, please feel free to contact me at dbarr@swca.com or 520-325-9194.

Sincerely,



David M. R. Barr, M.A, RPA

Principal Investigator (Arizona Antiquities Act Permit No. 2023-050bl)

Approval – Protest Form



If you wish to submit a written protest or approval, this form is provided for your convenience. Print your comments below, sign your name, and mail to the City of Tucson Planning and Development Services Department, Entitlements Section, 201 N. Stone Avenue, P.O. Box 27210, Tucson, Arizona 85726-7210. The number of approvals and protests along with protest calculations will be reported at the Zoning Examiner’s public hearing. This form is not the City of Tucson Public Hearing Notice.

Protests from 20% of the property owners within 150’ of the whole perimeter of the property being rezoned, including BOTH 20% of the property by area and 20% of the number of lots with 150’, require an affirmative vote of $\frac{3}{4}$ of the Mayor and Council (5 of 7 council members) to approve the Original City Zoning translation. Public rights-of-way and the area/lot of the proposed rezoning are included in the protest calculations. Calculations will be provided to the Mayor and Council.

Case: TP-ENT-1023-00038 RV Storage – E Old Vail Road, SR to I-1 Zoning (Ward 4)

 Property Owner(s) (PLEASE PRINT)

- APPROVE the proposed rezoning/special exception
- PROTEST the proposed rezoning/special exception

Reason:

OWNER(S) SIGNATURES	PLEASE PRINT PROPERTY ADDRESS	PLEASE PRINT YOUR MAILING ADDRESS

Date _____

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-1023-00038 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-1023-00038 GS

IMPORTANT REZONING NOTICE ENCLOSED