



August 21, 2015

Chairperson Jenny Neeley
Pima County Planning & Zoning Commission
Tucson, Arizona 85701

Subject: **Co7-15-01 Magee Como Development Association N. La Cholla Blvd. Plan Amendment**

Chairperson Jenny Neeley & Fellow Planning & Zoning Commissioners:

As representative of a property owner, Ira Yates, at 7801 North La Cholla Boulevard, we are writing to express our concerns regarding the proposed plan amendment. Ira Yates, owns approximately 12 acres located directly north of the plan amendment property. The Yates parcel consists of one single family residential homesite, one accessory structure, restricted access to Como Drive and legal access by easement to La Cholla Blvd bordering the southern edge of the Sonoran Terrace Apartments. Our concern is that over the past several years, this 12-acre property has been surrounded by higher density development and landlocked for future development that is compatible with the surrounding land uses (See Exhibit A). The following developments contributed to the elimination of access:

- Legal access from La Cholla Boulevard was diminished by the Magee/La Cholla Boulevard intersection improvements (See Exhibit A). Emergency and service vehicle access has been significantly impaired as a result.
- Sonoran Terrace apartments were built to the north and east of the Yates Parcel without cross access agreements to La Cholla Boulevard.
- Magee Center Development Plan (Bk. 56, Pg. 94) located directly south of the site was approved in 2003 with access to La Cholla Boulevard. (See Exhibit B) However, the recent improvements made to Magee Road eliminated this access due to the distance requirements from the new intersection at La Cholla Boulevard and Magee Road.
- A 10-foot strip of land was retained by Tucson National Development along Como Drive adjacent to the Yates parcel (see Exhibit A & C) to the west. Access is permitted for the current single family residential use but may not permit any access for future development that is more compatible with the development surrounding the Yates parcel.

Furthermore, as shown on the Exhibit A, the surrounding land uses consist of high density apartments to the north and east, single family residential to the west and townhomes and office to the south. If the Magee Como Development Association plan amendment proposal is approved, the large lot single family residential will be even less compatible with the area and bordered by higher intensity retail, office, hotel and restaurant development.

The Yates Family has been involved in the Magee Road/Cortaro Farms Road Improvement Project since 2007. Communications with the Magee Road Improvement Citizen Advisory Committee and County Transportation staff initially indicated that the legal La Cholla access

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Jenny Neeley, Chairperson
Planning & Zoning Commission
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would be eliminated and alternative access would be provided to Yates as part of the realignment project, which failed to occur.

More recently, the Magee Como Development Association approached Mr. Yates regarding his access concerns and sold him an access easement to supplement his legal access off of La Cholla Boulevard that was significantly diminished by the Magee/La Cholla improvements. Exhibit D is the recorded access easement identifying two 12-foot unimpeded drive lanes from the south boundary of the Yates Parcel through the plan amendment property to Magee Road. The recorded document reserves the right for Ira Yates to install the easement improvements in advance of any future development of the Magee Center.

As part of this plan amendment approval, we ask that you consider our concerns and help to secure access for this landlocked parcel with a policy and/or condition requiring this access agreement be included in the development plans for the property.

If you have any questions, please don't hesitate to contact me.

Sincerely,
THE PLANNING CENTER



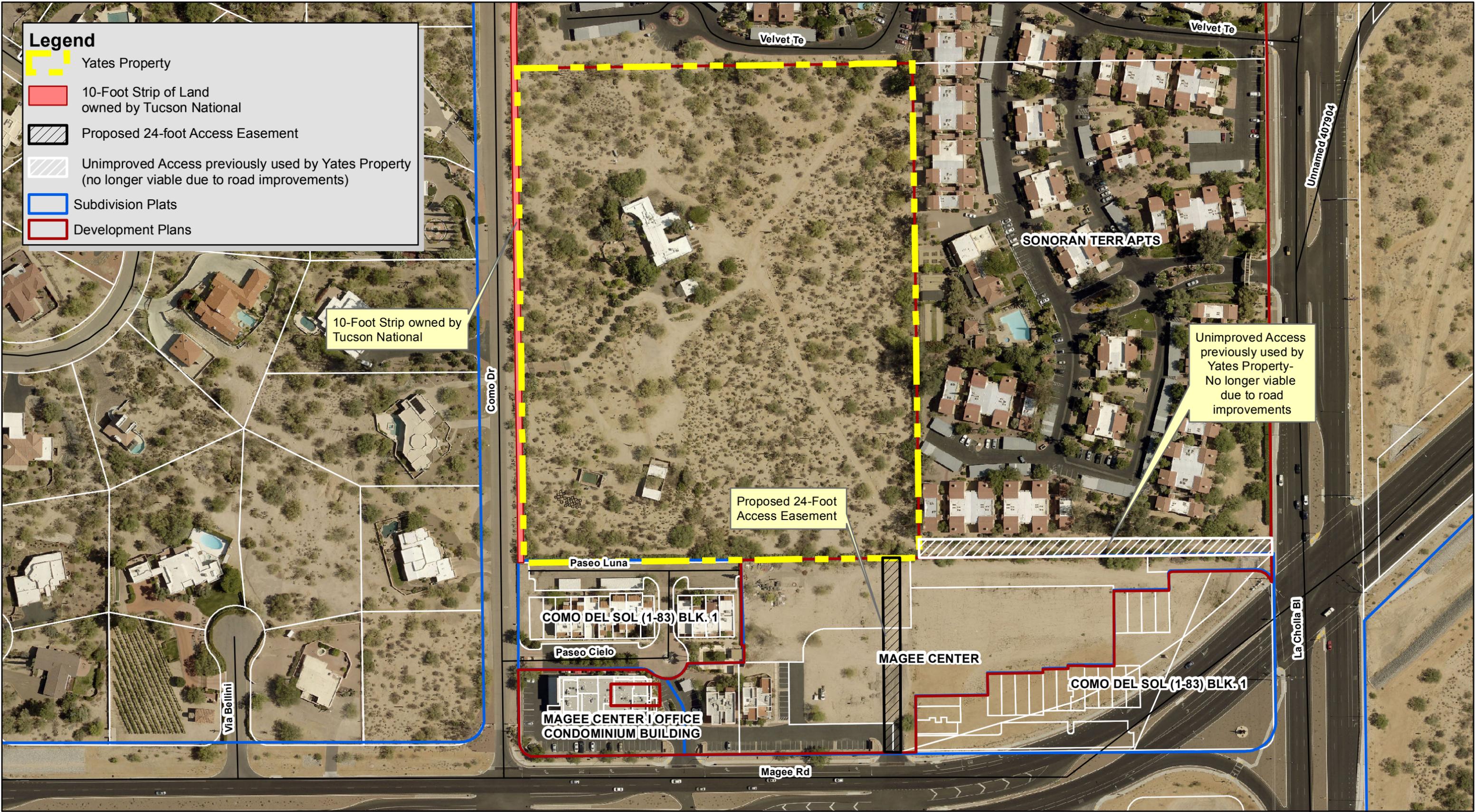
Linda Morales, AICP
Principal

cc: Ira Yates

Enclosures

Legend

- Yates Property
- 10-Foot Strip of Land owned by Tucson National
- Proposed 24-foot Access Easement
- Unimproved Access previously used by Yates Property (no longer viable due to road improvements)
- Subdivision Plats
- Development Plans



IRA YATES PROPERTY

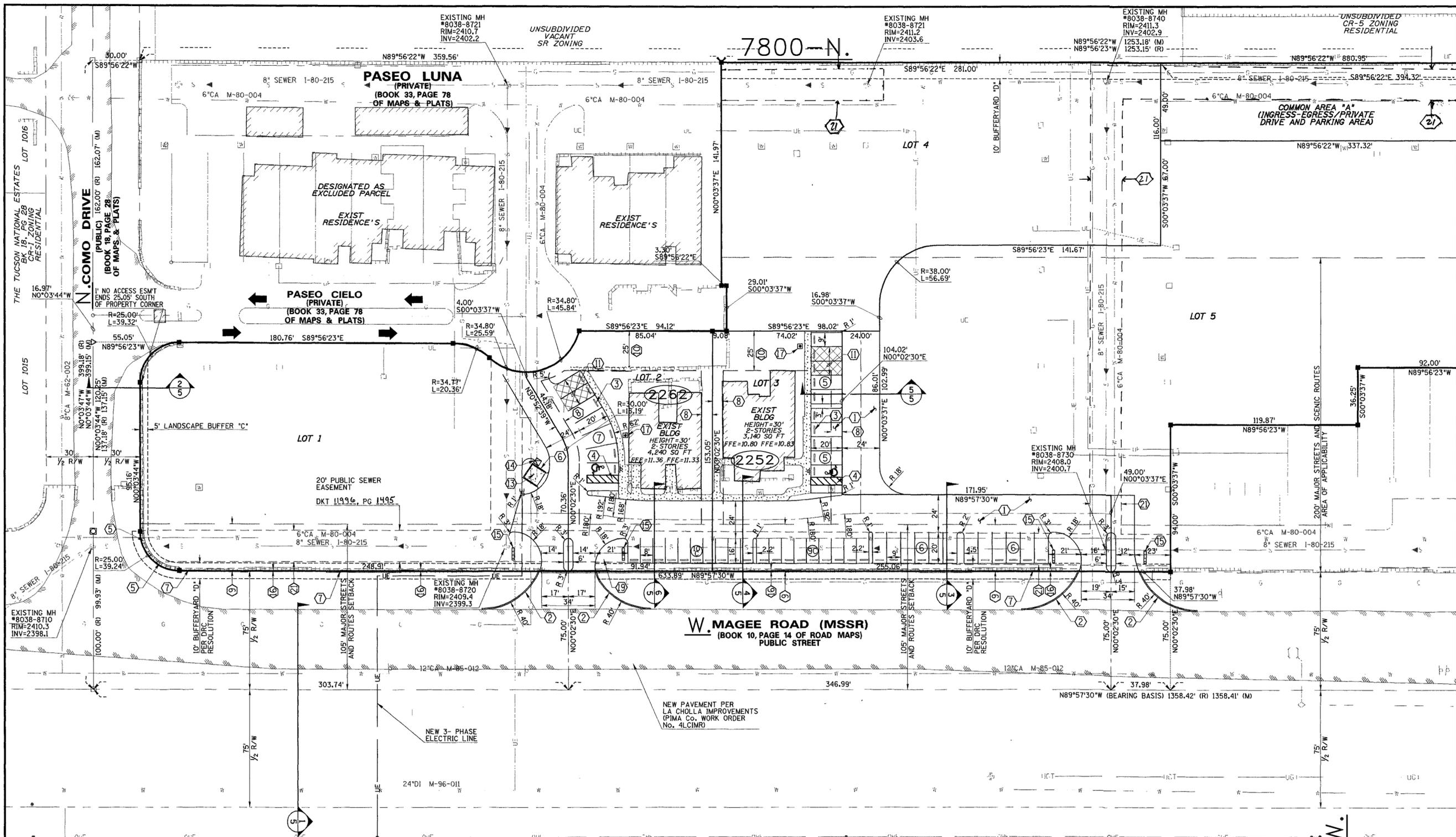
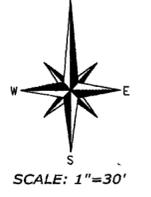


SCALE: 1" = 150'



PROJECT: YAT-01 DATE: 08/12/15
 FILE NAME: YATAerial_11x17.mxd

THE PLANNING CENTER
 a division of TPC Group, Inc.
 110 s church ste 6320 tucson az 85701



MATCH LINE SEE SHEET 3

KEYNOTES:

- 1. 2" AC ON 4" AB
- 2. CONCRETE HEADER PER STD 213
- 3. PRE-CAST CONCRETE PARKING BUMPERS
- 4. VAN ACCESSIBLE HANDICAP PARKING (SEE DETAIL 8 ON SHEET 5)
- 5. NEW CMU WALL TO BE SAME HEIGHT AS THE EXISTING ADJOINING WALL TO THE NORTH
- 6. NEW 72" HIGH CMU SCREEN WALL
- 7. EXISTING CMU SCREEN WALL TO BE MODIFIED PER APPROVED BOARD OF ADJUSTMENT VARIANCE Co-10(3)02-51
- 8. 7' SIDEYARD BUILDING SETBACK
- 9. 30' ONSITE PORTION OF MAJOR STREETS AND ROUTES SETBACK
- 10. 25' REARYARD BUILDING SETBACK
- 11. COVERED PARKING SPACES
- 12. NOT USED
- 13. TRASH ENCLOSURE W/ 6' CMU WALL
- 14. NEW 3-PHASE ELECTRIC TRANSFORMER
- 15. NEW 72" CMU WALL
- 16. 1' NO ACCESS EASEMENT PER FINAL PLAT
- 17. BICYCLE PARKING (SEE DETAIL 7 ON SHEET 5)
- 18. NOT USED
- 19. NOT USED
- 20. NOT USED
- 21. SEWER EASEMENT (20' PUBLIC) DKT. 11996 PG. 1495

P1202-015 P1202-049
Co9-69-27



DEVELOPMENT PLAN
MAGEE CENTER
LOTS 1-5 AND COMMON AREA "A" (INGRESS-EGRESS / PRIVATE STREET AND PARKING AREA) AND COMMON AREA "B" (INGRESS-EGRESS / PRIVATE STREET)
AS RECORDED IN BOOK 56, PAGE 94 OF MAPS AND PLATS

J. JEFFREY A. STANLEY Engineering
3409 W. Green Ridge • Tucson, Arizona 85741 • (520) 981-1046

SCALE: H 1"=30' C1 = N/A	DESIGNED BY: JAS DRAWN BY: HCH DATE: 02-26-2003	REVIEWED BY: REVISED - REVISED -	DRAWING #: JOB # -
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Two working days before you dig,
CALL FOR THE BLUE STAKES
1-800-782-5348
Blue Stake Center
CALL COLLECT

SHEET
2
OF
5

DP BK 26 PG 14 SHT 2 OF 8



EXHIBIT C

RECORDED BY: RBJ DEPUTY RECORDER RD11 2234
TFATI
FIRST AMERICAN TITLE
1880 E RIVER RD AZ 85718
TUCSON

DECKET: 708
PAGE: 2
NO. OF PAGES: 2
SEQUENCE: 92165507
11/04/92
10:44:00
QCDFED
PICKUP \$ 6.00
AMOUNT PAID \$

QUIT-CLAIM DEED

Escrow No. 2311270116332
First American Title
For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we, Tucson National Estates Improvement Association (TNEIA), an Arizona Corporation

hereby Quit-Claim to

FRANK G. ORDUNO-ROBLE, A SINGLE MAN AND POLLY BLANTON BROOKS, A SINGLE WOMAN

all right, title, or interest in the following described real property situate in Pima County, Arizona:

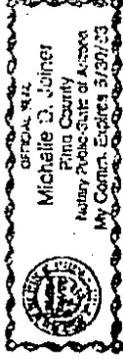
116332 FF

Ingress and egress easement North of Como Drive intersected by an existing dirt road in an opening currently containing a chain-link fence and gate located at the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the S $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ (also known as 7801 N. La Cholla Rd.) across from Lot 1082, Tucson National Estates according to the map or plat thereof of record recorded in book 18 of maps and lots, page 28, Pima County, Arizona to existing residence. Said easement described as shown in attached Exhibit A:

DATED: October 29, 1992

Steven L. Nunini
Steven L. Nunini, President

STATE OF ARIZONA }
County of Pima } ss.



This instrument was acknowledged and executed before me this 29th day of October 19 92 by Steven G. Orduno-Roble, President TNEIA

My Commission Expires:

Michelle D. Joiner
Notary Public

STATE OF ARIZONA }
County of } ss.

This instrument was acknowledged and executed before me this ___ day of ___ 19 ___ by ___

My Commission Expires:

Notary Public 9411 708

EXHIBIT C

EXHIBIT A

The North 30 feet of the South 324 feet of Lot 1082, The Tucson National Estates according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 18 of Maps, page 28.

Att. T. Nam

8411 709



TANIS A. DUNCAN

Attorney at Law

Arizona Certified Real Estate Specialist

Admitted in Arizona & Colorado

EXHIBIT C

548 E. Speedway - Tucson, AZ 85705

Arizona: (520) 624-8730 - FAX (520) 628-9752

Colorado: (800) 382-9659 - FAX (970) 385-4995

E-mail: tanislaw@earthlink.net

December 3, 2001

Joan Caruso
c/o Long Realty
5605 E. River Road
Tucson, AZ 85750

Re: 7850 N. Como Drive

Dear Ms. Caruso:

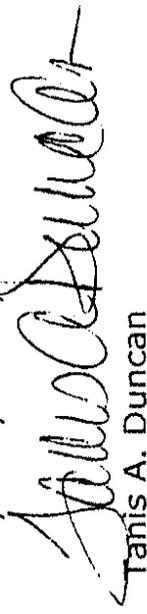
This letter confirms our discussion today concerning the access granted by Tucson National Estates Improvement Association to the owner of the property located at 7850 N. Como Drive. You indicated that the quit claim deed executed by Steve Nanini in 1992 was actually recorded and you have indicated that you will be faxing me a copy of that deed.

As I stated to you on the telephone, the Association's position with regard to this easement is that it was created as an accommodation to the owner of the property at 7850 N. Como Drive to be used in conjunction with the use of the property as a single family residence. The Association is opposed to the use of this easement for any other purpose and takes the position that such other uses would overburden the easement,

The purpose of this letter is to let you know my client's position concerning this easement so that you may disclose this information to any potential purchaser. In the event that any purchaser desires to expand the use of the property for other than one single-family residence, the Association will need to be contacted if that person intends to use the current access. This does not, by any means, negate the fact that any owner of this property has a 30' legal access off of La Cholla Blvd.

If you need additional information, please feel free to contact me.

Very Truly Yours,



Tanis A. Duncan

TAD/dt

cc: Tucson National Estates Improvement Association



SEQUENCE: 20142690670
 No. Pages: 6
 9/26/2014 4:00 PM



F. ANN RODRIGUEZ, RECORDER
 Recorded By: JSH (e-recording)

When recorded please return to:
 Magee Como Development Association, LLC
 5151 N. Oracle Road, Ste 210
 Tucson, AZ 85704

Exempt per A.R.S. § 11-1134(A)(2)

DEED OF EASEMENT AND MAINTENANCE/INSTALLATION AGREEMENT

For the consideration of \$10.00 and other good and valuable consideration, which is hereby acknowledged, **Magee Como Development Association, LLC** (the "Grantor") is the owner of record of that certain easement dated the 28th day of March 2012 and recorded on March 29, 2012 at sequence 20120890545 (Easement) which is across the real property identified in said Easement and pursuant to the rights granted in the Easement in order to replace access taken by Pima County, hereby conveys the right to use a portion of the Easement as provided below to **Ira Jon Yates, his successors- in -interest, assigns and heirs** (the "Grantee") for the present use and benefit of Grantee's property located at **7801 N. La Cholla Blvd., Tucson, Arizona; also known as Pima County Assessor Parcel Number 225-43-0030, and more specifically described in the legal description attached hereto as Schedule "A" and made apart hereof by this reference** (Grantee's Property).

This Easement, which shall be limited to only accessing Grantee's Property shall contain two 12 Foot unimpeded drive lanes with protective edging, as needed, as established by Grantor (24 Foot PAAL), where the conveyance of the 24 Foot PAAL to the Grantee's Property shall a) begin along the North Right of Way line of Magee Road and go north connecting to the south line of the Grantee's Property, and b) be irrevocable and perpetual. The 24 Foot PAAL is for the non-exclusive purpose of ingress and egress (Access Easement) where the Access Easement is for the sole use and benefit of the Grantee's Property. Upon the grant of this Access Easement Grantee, its successors, assigns, heirs, tenants and visitors, shall have the right to use the 24 Foot PAAL as access in such a manner so as to not require Magee Center to incur any additional cost over and above those items described herein. If at any time Grantee's use of the Access Easement exceeds normal wear and tear (Disturbance) as determined by Magee Center, then Grantee shall promptly repair, at its sole cost and expense, the 24 Foot PAAL and any other affected improvements such that it is placed in the same condition prior to the Disturbance. Any such repairs shall be completed so as not to cause damage or disturb the current use of this Easement. For specifics on the 24Ft PAAL Legal Description see attached Schedule "B".

In order to maintain its rights set forth in this Easement, Grantee shall have the obligation, upon receipt of a written notice from Magee Center, to promptly pay, concurrent with the funds paid by Magee Center, two-thirds (2/3rds) the cost for installing within the Easement, to the then current Pima County standards, the 24 Foot PAAL roadway and related improvements designed by the Magee Center development, such as curbing, sidewalks, walls, landscaping, irrigation, and drainage areas, (collectively Roadway Improvements) as well as its share of the maintenance, repair and replacement of the Roadway Improvements (collectively referred as Maintenance/Installation Items). Said Maintenance/Installation Items shall be designed and installed per the approval of all appropriate governmental entities and agencies, public and private utility companies, and the Grantor or its assigns.

At any time after the design of the 24 Foot PAAL is approved by Pima County and Magee Center (PAAL Approval), the Grantee shall have the right, at its sole cost and expense, to initiate and independently install in accordance with the PAAL Approval and under the supervision and control of the Magee Center the improvements related to the 24 Foot PAAL, whereupon the Grantee shall be relieved of the requirement to participate in the cost of installing any other required improvements within the Easement. If the 24 Foot PAAL is constructed in advance of the

(Continued on Page 2)

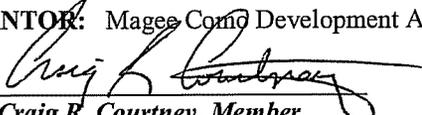
other required improvements within the Easement, then it shall be installed with protective edging and any other improvements necessary to sustain this installation in accordance with its original design until the other improvements

within the Easement is installed. Once any improvements are constructed within the Easement the obligation to maintain, repair and replace same shall immediately become effective under the terms and conditions described herein.

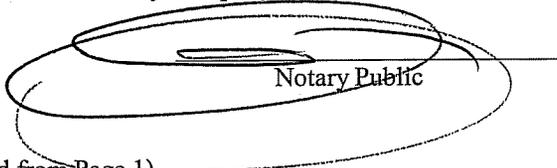
All provisions of this DEED OF EASEMENT AND MAINTENANCE/INSTALLATION AGREEMENT shall be binding upon the Grantor and Grantee, their successors and assigns and constitute a covenant running with the land for the benefit of Grantee, Grantor, their successors and assigns. This grant of a DEED OF EASEMENT AND MAINTENANCE/INSTALLATION AGREEMENT is subject to all matters of record.

STATE OF ARIZONA)
) ss.
County of Pima)

GRANTOR: Magee Como Development Association, LLC

BY: 
Craig R. Courtney, Member

The Grantor has executed this Deed of Easement and Maintenance/Installation Agreement before me this 26th day of September 2014, by Craig R. Courtney, authorized Member of Magee Como Development Association, LLC, an Arizona Limited Liability Company.


Notary Public

My Commission Expires: 9/20/15

(Continued from Page-1)

