

COB - BOSAIR FORM

11/25/2025 3:20 PM (MST)



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Award Type: Agenda Item

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 12/16/2025

Project Title / Description: P24FP00017 - VERANO, SECTION 10, BLOCK 1, PARCEL J, LOTS 1-115 COMMON AREA 'A', 'B', AND 'C'

Agenda Item Report

Introduction / Background: FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY RE-SUBDIVIDED PROPERTY.

Discussion: N/A

Conclusion: N/A

Recommendation: STAFF RECOMMENDS APPROVAL

Fiscal Impact: N/A

Support of Prosperity Initiative: 1. Increase Housing Mobility and Opportunity

Provide information that explains how this activity supports the selected Prosperity Initiative APPROVING THIS PLAT PROVIDES 115 UNITS OF ADDITIONAL HOUSING WITHIN PIMA COUNTY.

Board of Supervisor District: • 2

Department: DEVELOPMENT SERVICES

Name: Thomas Drzazgowski

Telephone: 5207246490

Department Director Signature:

Date:

11/26/25

Deputy County Administrator Signature:

Date:

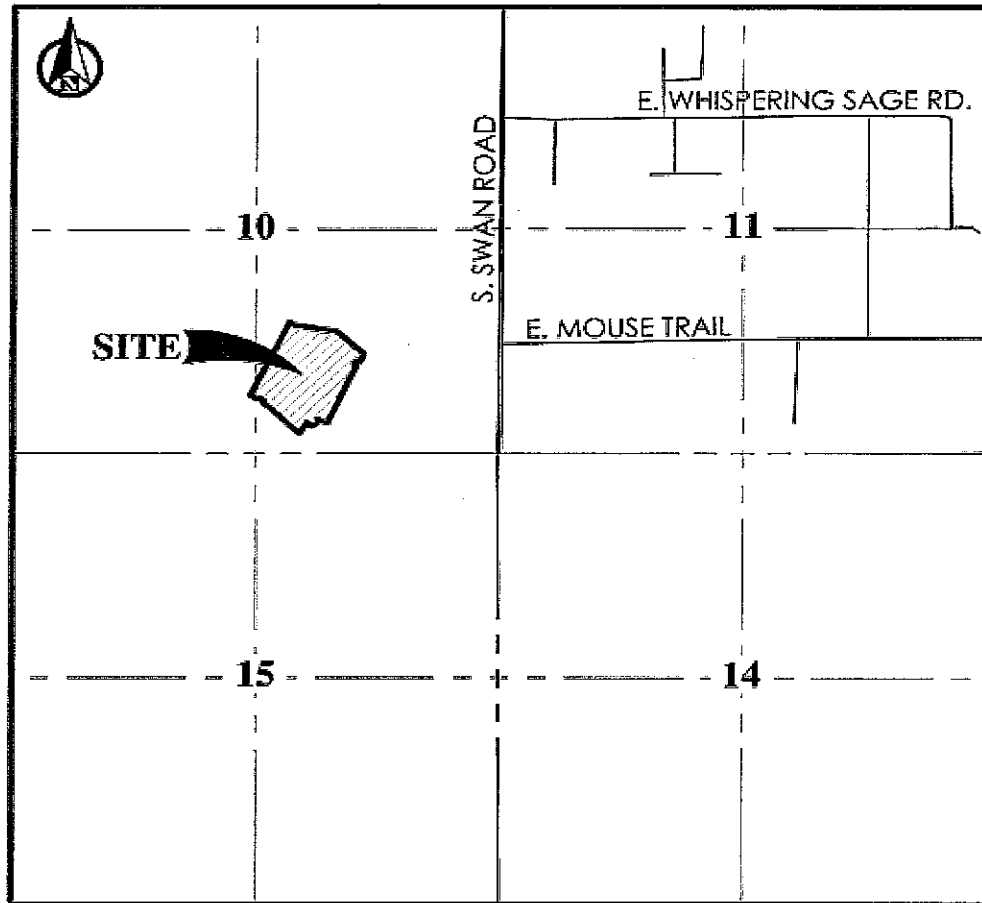
11/26/2025

County Administrator Signature: _____



Date: _____

11/29/2025



VICINITY MAP

N.T.S.

PORTION OF SOUTH 1/2 OF SEC. 10, T16S, R14E
GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

P24FP00017

"VERANO, SECTION 10, BLOCK 1, PARCEL J"
LOTS 1-115, COMMON AREA 'A' (OPEN SPACE),
COMMON AREA 'B' (OPEN SPACE & PRIVATE
DRAINAGE), AND COMMON AREA 'C' (OPEN SPACE
& TRAIL)

FINAL PLAT

OF
"VERANO, SECTION 10, BLOCK 1, PARCEL J"
 BEING A RE-PLAT OF BLOCK 1, PARCEL J OF THE "VERANO, SECTION 10, FINAL BLOCK PLAT"
 AS RECORDED IN SEQUENCE NO. 20251270445, PIMA COUNTY RECORDS,
 SITUATED IN A PORTION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 14 EAST
 OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, PIMA COUNTY, ARIZONA

ASSURANCES:

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 2024,
 AS RECORDED IN SEQUENCE NUMBER _____, HAS BEEN PROVIDED TO
 GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE
 CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: _____ DATE _____
 CHAIR, BOARD OF SUPERVISORS
 PIMA COUNTY, ARIZONA

ATTEST:

I, _____ CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY
 THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA
 COUNTY, ARIZONA, ON THIS _____ DAY OF _____, 20____.

BY: _____ DATE _____
 CLERK, BOARD OF SUPERVISORS

DEDICATION:

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

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

WE HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON,
 INCLUDING ALL PUBLIC STREETS.

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

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE
 PRIVATE USE AND CONVEYANCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND
 ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS,
 INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND
 UNDERGROUND UTILITIES AND PUBLIC SEWERS.

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE
 PRIVATE USE AND CONVEYANCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND
 ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS,
 INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND
 UNDERGROUND UTILITIES AND PUBLIC SEWERS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL
 LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN
 SEQUENCE NUMBER 2022140031, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS
 ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM
 TAXES AND LIABILITY FOR THE COMMON AREAS AND PRIVATE EASEMENTS, WITHIN THE
 SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY
 COMPANY, AS TRUSTEE UNDER TRUST NO. 2024, AND NOT OTHERWISE

BY: _____ DATE _____
 TRUST OFFICER

ACKNOWLEDGEMENT

STATE OF ARIZONA

PIMA COUNTY

PARAGRAM

ON THIS 5TH DAY OF November, 2015, BEFORE ME PERSONALLY
 APPEARED _____, WHO ACKNOWLEDGED TO BE THE TRUST
 OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA
 LIMITED LIABILITY COMPANY, AND BEING ALIGNED TO DO SO, EXECUTED THE
 FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

BY: _____ DATE _____
 NOTARY PUBLIC
 MY COMMISSION EXPIRES June 19, 2026



BENEFICIARY

PURSUANT TO SECTION 33-404, A.R.S. THE NAME AND ADDRESS OF THE BENEFICIARY
 OF SAID TRUST IS: SBH VERANO LP, AN ARIZONA LIMITED PARTNERSHIP, 6720 N.
 SCOTTSDALE ROAD, SUITE 250, SCOTTSDALE, AZ 85253, UNDER TRUST NO. 2024

RECORDING:

STATE OF ARIZONA

PIMA COUNTY

GABRIELA CAZARES-KELLY, PIMA COUNTY RECORDER

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF GABRIELA ON THIS
 _____ DAY OF _____, 20____, IN SEQUENCE NO. _____

GABRIELA CAZARES-KELLY, PIMA COUNTY RECORDER

BY: _____ DATE _____
 DEPUTY

VERANO COMMUNITY ASSOCIATION RATIFICATION

BY THE RATIFICATION GREGORY MOHL, ONLY ELECTED PRESIDENT OF THE VERANO
 COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION,
 ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

VERANO COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____ DATE _____
 GREGORY MOHL, PRESIDENT
 ACKNOWLEDGEMENT
 STATE OF ARIZONA

PIMA COUNTY
 ON THIS 10TH DAY OF November, 2015, BEFORE ME PERSONALLY
 APPEARED GREGORY MOHL, WHO ACKNOWLEDGED TO BE THE PRESIDENT OF
 VERANO COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION,
 AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR
 THE PURPOSE THEREIN.

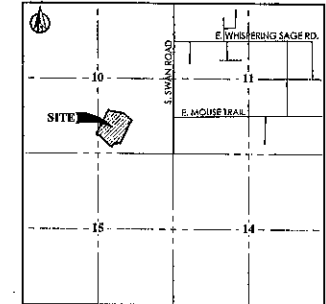
NOTARY PUBLIC
 MY COMMISSION EXPIRES July 17, 2026
 GENERAL NOTES



1. THE GROSS AREA OF THE SUBDIVISION IS 22.054 ACRES (940,479 SQ. FT.).
2. ALL PROPOSED STREETS ARE TO BE PUBLIC. TOTAL MILES OF NEW PUBLIC STREETS IS 0.75 MILES.
 ALL NEW PUBLIC STREET WILL BE DESIGNED IN CONFORMANCE WITH THE LATEST VERSION OF THE PIMA COUNTY
 SUBDIVISION AND DEVELOPMENT STREET STANDARDS, PIMA COUNTY ROADWAY DESIGN MANUAL, AND THE SWAN
 SOUTHLANDS CONDITIONAL PLAN REQUIREMENTS.
3. THE WATER COMPANY THAT WILL SERVE THIS SUBDIVISION IS GLOBAL WATER - SAGUARO DISTRICT WATER COMPANY, INC.
4. NO REGULATED RIPARIAN HABITAT AREAS ARE WITHIN THE BOUNDARY OF THIS PLAT.
5. ALL LOT CORNERS AND RIGHT-OF-WAY PIS WILL BE SET WITH A 1/2" IRON ROD STAMPED BEARING THE REGISTRATION
 NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT THE COMPLETION OF GRADING.
6. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSIGNED WATER SUPPLY.

PERMITTING NOTES

1. ZONING FOR THIS DEVELOPMENT IS SWAN SOUTHLANDS SPECIFIC CONDITIONAL PLAN SP/MU & SP/CRS.
2. GROSS DENSITY IS 5.21 RAC (115 LOTS/22,054 ACRES = 5.21)
3. GROSS SUBDIVISION PLAT AREA (SQ. FT.) / PROPOSED NUMBER OF RESIDENTIAL LOTS = THE AVERAGE AREA PER
 DWELLING UNIT (940,479 SQ. FT. / 115 LOTS) = 8,134 SQ. FT.
4. DEVELOPMENT STANDARDS FOR SP/MU
 4.1. AVERAGE AREA LOT SIZE = 1,000 SQ. FT.
 4.2. BUILDING HEIGHT - STORIES/FEET = 4 / 48
 4.3. MINIMUM YARD SETBACKS - FRONT = 20 FEET, SIDE = 7 FEET, STREET SIDE = 10 FEET, REAR = 10 FEET.
 4.4. DISTANCE BETWEEN BUILDINGS = 10 FEET
 4.5. MAXIMUM LOT COVERAGE = 70%
5. DEVELOPMENT STANDARDS FOR SP/CRS
 5.1. AVERAGE AREA LOT SIZE = 3,000 SQ. FT.
 5.2. MINIMUM AREA LOT SIZE = 3,000 SQ. FT.
 5.3. MINIMUM LOT WIDTH = 40 FEET
 5.4. BUILDING HEIGHT - STORIES/FEET = 2 / 34
 5.5. MINIMUM YARD SETBACKS - FRONT = 10 FEET, SIDE = 0 FEET, TOTAL SIDE = 6 FEET, STREET SIDE = 10 FEET, REAR = 10
 FEET.
 5.6. DISTANCE BETWEEN BUILDINGS = 10 FEET
 5.7. MAXIMUM LOT COVERAGE = 60%
6. SETBACKS FOR CORNER LOTS ARE EQUAL TO THE RIGHT VISIBILITY TRIANGLE OR THE ZONING DESIGNATION SETBACKS,
 WHICHEVER ARE GREATER.
7. THIS PLAT IS SUBJECT TO THE SECOND AMENDED AND REVISED DECLARATION OF COVENANTS, CONDITIONS, AND
 RESTRICTIONS FOR VERANO RECORDED IN SEQUENCE NUMBER 2003249531 WITH THE PIMA COUNTY RECORDER'S
 OFFICE.
8. THIS SUBDIVISION IS SUBJECT TO THE BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER
 C023-04001 AS APPROVED ON DECEMBER 7, 2004 AND AMENDED ON JUNE 15, 2010 AND DECEMBER 13, 2014. THE
 FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS: 12. NO BUILDING PERMITS WITHIN A SECTION
 OF LAND SHALL BE ISSUED UNTIL ALL APPLICABLE SPECIFIC PLAN REQUIREMENTS THAT SECTION OF LAND, OR PARCEL
 ACCORDING TO THE EXCEPTION SPECIFIED IN SECTION 18.7.2 OF THE SPECIFIC PLAN, ARE SATISFIED AND THE
 PLANNING OFFICIAL ISSUES A CERTIFICATE OF REZONING COMPLIANCE.
9. PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS, A DISTRICT AS-BUILT CERTIFICATION FORM SHALL BE COMPLETED BY
 A PROFESSIONAL CIVIL ENGINEER REGISTERED IN THE STATE OF ARIZONA FOR ALL DETENTION BASINS INCLUDING THEIR
 RESPECTIVE DRAINAGE CONVEYANCES AND GRADING REQUIRED TO CONVEY DRAINAGE TO THE BASINS.
10. THE RECREATION AREA AMENITIES WITHIN THE INDIVIDUAL TENTATIVE BLOCK PLATS MUST BE FULLY CONSTRUCTED WHEN
 75% OF THE LOTS HAVE BEEN RELEASED. ADDITIONALLY, AT THE RELEASE OF ASSURANCES FOR THE TOTAL NUMBER OF
 LOTS (2004) IN THE VERANO MASTER PLANNED COMMUNITY, THE COMMUNITY PARK APPROVED UNDER P221P00006
 MUST BE FULLY CONSTRUCTED.



VICINITY MAP

PORTION OF SOUTH 1/2 OF SEC. 10, T.16S, R.14E
 GILA AND SALT RIVER BASIN AND MERIDIAN, PIMA COUNTY, ARIZONA

CERTIFICATION OF ENGINEERING:

I, WARREN C. RUSSELL, HEREBY CERTIFY THAT THE GEOMETRIC DESIGN,
 FLOODPLAIN LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON
 THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

BY: WARREN C. RUSSELL, R.P.E. #39420
 CIVIL
 44 E BROADWAY BLVD, SUITE 200-C
 TUCSON, ARIZONA 85701
 (520) 367-1074



NOTE:

A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR
 "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING
 THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE,
 EXPRESS OR IMPLIED.

CERTIFICATION OF SURVEY:

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

BY: PATRICIA GAJDA, R.L.S. #46278
 ALTA ENVIRONMENTAL
 & INFRASTRUCTURE
 2023 W RUTHAUF RD, STE. 125
 TUCSON, ARIZONA 85705
 (520) 399-6651



I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND
 SURVEYOR IN THE STATE OF ARIZONA. I DO HEREBY DECLARE THAT THE
 INTERIOR GEOMETRY AND EASEMENTS, WERE PROPERLY REVIEWED AND
 PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH
 THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.

BY: JOHN N. ROGERS, R.L.S. #54532
 CIVIL
 44 E BROADWAY BLVD, SUITE 200-C
 TUCSON, ARIZONA 85701
 (520) 367-1074



NOTE:

A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR
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SHEET INDEX

SHEET 1 COVER SHEET

SHEET 2 OVERALL DISPLAY, MONUMENT NOTES,
 TRACT SUMMARY TABLE, LEGEND, &
 REFERENCE

SHEETS 3-5 TYPICAL FINAL PLAT SHEETS

OWNER/DEVELOPER:
SBH VERANO LP

6720 N Scottsdale Road Suite 250
 Scottsdale, Arizona 85253
 ATTN: BOB Bannauer

SHEET 1 OF 5

P24TP00017 P23TP00007

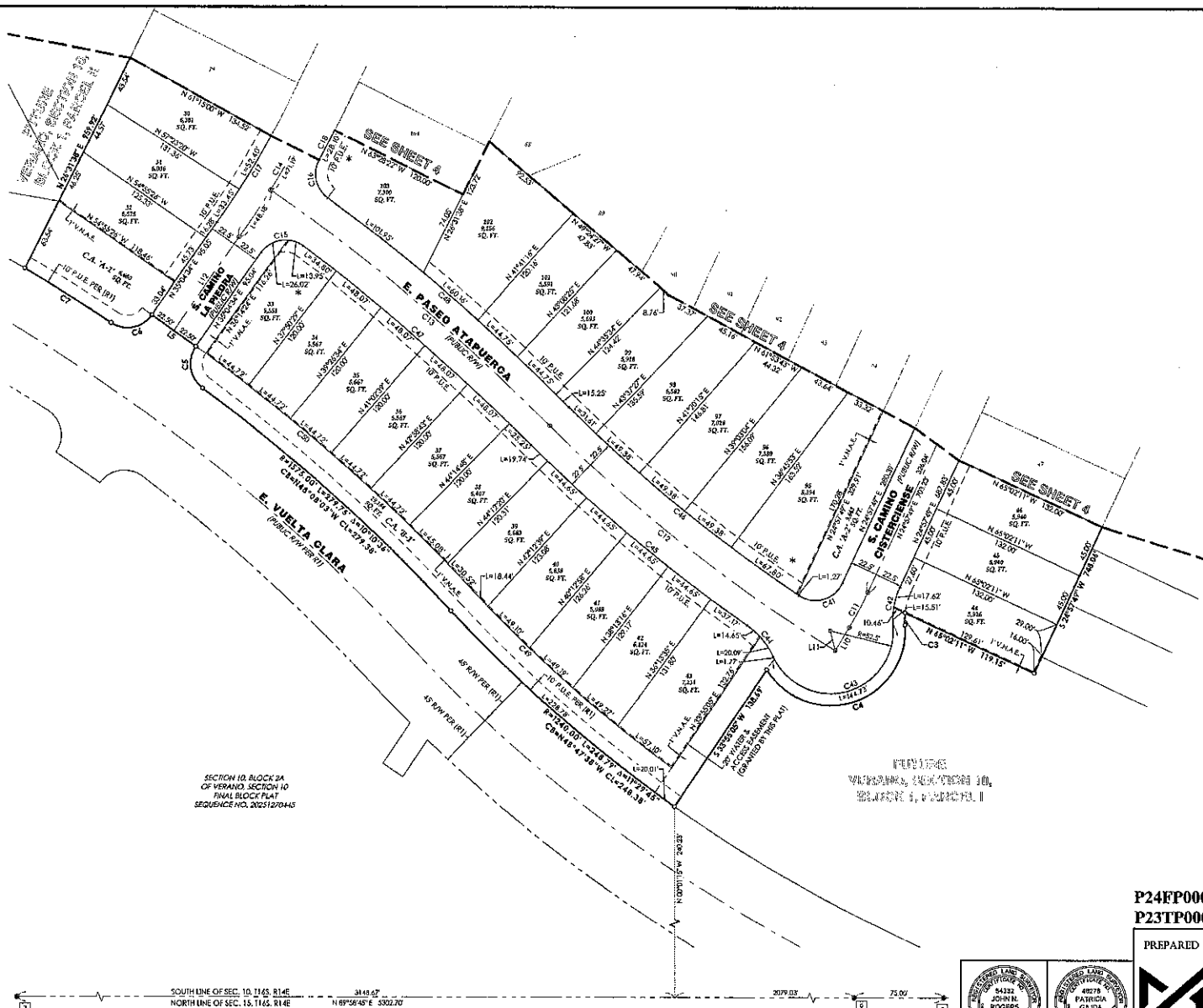
September 2025

PREPARED BY:

SURVEYED BY:



FINAL PLAT OF VERANO SECTION 10, BLOCK 1, PARCEL J

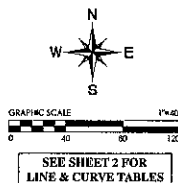
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DESIGNED BY:

ALTA

**ENVIRONMENTAL
INFRASTRUCTURE**

2028 W. Rukhswati Rd., Ste.
Tucson, Arizona 85706
(520) 304-9661

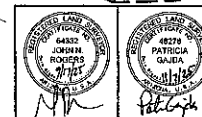


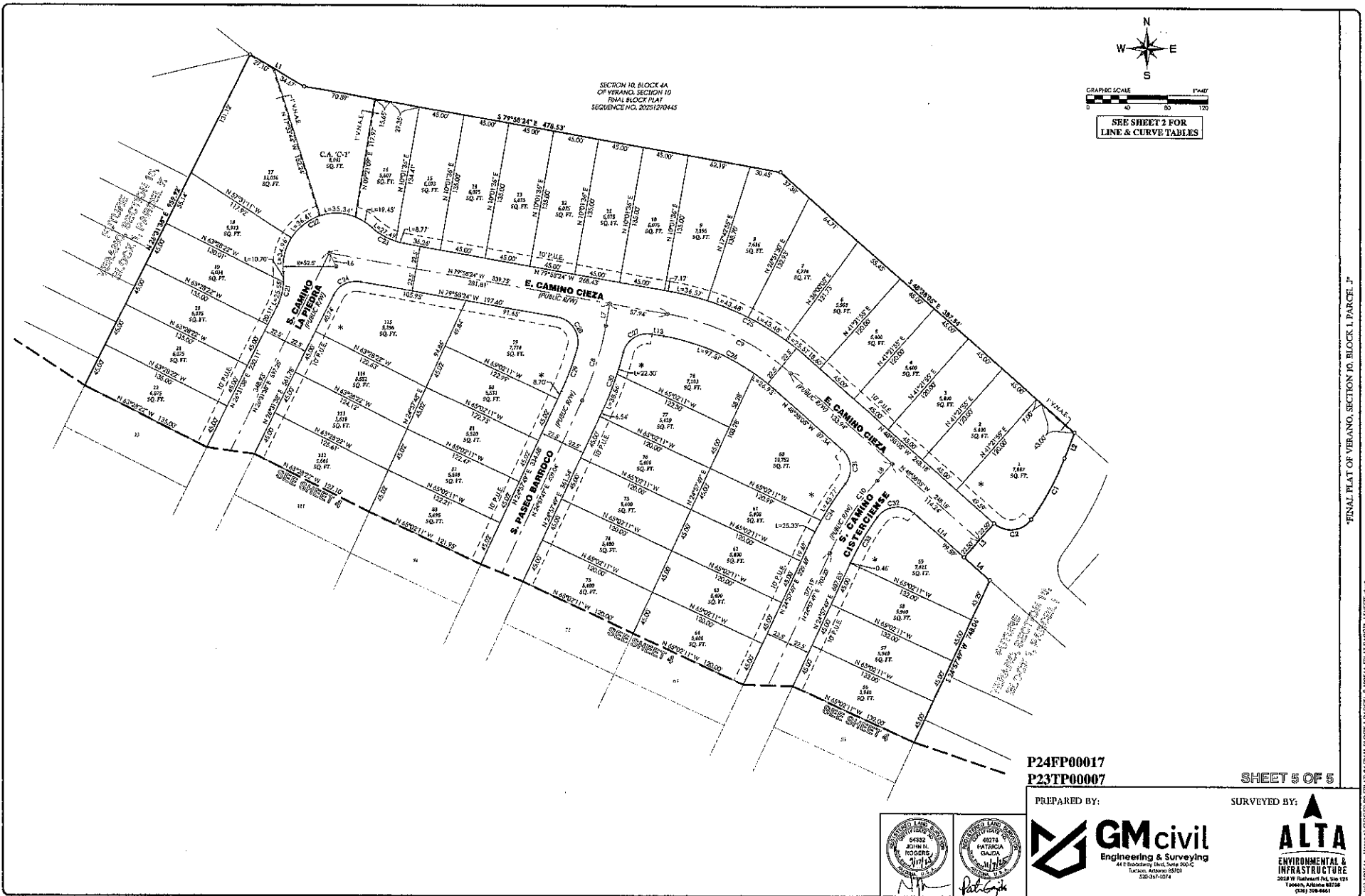
P24FP00017 P23TP00007

SHEET 4 OF 5

PREPARED BY:

SURVEYED BY:





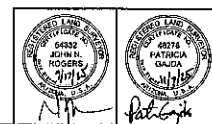
SEE SHEET 2 FOR
LINE & CURVE TABLES

P24FP00017
P23TP00007

SHEET 5 OF 5

PREPARED BY:

SURVEYED BY:



FINAL PLAT OF VERANO, SECTION 10, BLOCK 1, PARCEL 17

VERANO, SECTION 10, BLOCK 1, PARCEL 17, PAGES 1-4

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P24FP00017,P23TP00007]

THIS AGREEMENT is made and entered into by and between SBH Verano LP, an Arizona limited liability company or successors in interest ("Subdivider"), Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company ("Trustee"), as trustee under Trust No. 2304; and Pima County, Arizona ("County").

1. RECITALS

1.1. Subdivider is the beneficiary and Trustee is the trustee of a trust which owns land ("the Land") located in Pima County, Arizona and described in paragraph 2.1 of this agreement.

1.2. County, Subdivider and Trustee wish to establish specific terms, conditions, and guidelines relating to the subdivision of the Land and construction of related improvements to comply with A.R.S. § 11-821.

2. AGREEMENT

Based on the foregoing recitals, which are incorporated here as the intent of the parties, and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. *Property Description.* The Land is all of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as Final Plat of "Verano, Section 10", Block 1, Parcel J" Lots 1-115, Common Area "A" (Open Space), Common Area "B" (Open Space & Private Drainage), and Common Area "C" (Open Space & Trail) recorded in Sequence number _____ on the _____ day of _____, 20____, in the Office of the Pima County Recorder.

2.2. *Construction of Subdivision Improvements.* As a condition of subdivision approval, Subdivider hereby agrees to construct all subdivision improvements ("the Subdivision Improvements") contemplated by the Subdivision Plat, rezoning conditions, and any associated site construction permits, including but not limited to onsite and offsite streets, sanitary sewers (if necessary), water and electric utilities, drainage and flood control improvements, parks, trails or other recreational facilities, other required infrastructure, and riparian habitat mitigation or payment of the riparian habitat mitigation in-lieu fee.

2.3. *Existing Utilities.* Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public. Subdividers performance of this requirement shall be considered in determining whether to release assurances under paragraphs 2.5 and 2.6.

2.4. *Assurance of Construction.* This agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. § 11-821 and Pima County Zoning Code Chapter 18.69.

2.5. *Limitation on Transfer of Title.* Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance. A Release of Assurance shall not be provided by County until the Subdivision Improvements are completed in accordance with paragraph 2.12.

2.6. *Partial Release of Assurances.* County shall issue a Release of Assurance for some of the lots depicted on the Subdivision Plat if all of the following have occurred:

A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with paragraph 2.12, and

B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with paragraph 2.12, and

C. Recreation area in-lieu fee, if applicable, has been paid to the county for the entire subdivision, prior to a release of greater than 75% of total subdivision lots.

2.7. *Deposit Receipt Agreements.* Notwithstanding paragraph 2.5, Trustee may enter into a deposit receipt agreement for the sale of the Land or any portion of it if the agreement clearly states that no portion of the Land shall be conveyed until Subdivider performs its obligations under this agreement.

2.8. *Bulk Sales.* Notwithstanding paragraph 2.5, Trustee may sell and convey all of the Land in one transaction to a single purchaser who has entered into a satisfactory assurance agreement with County, assuring completion of the Subdivision Improvements.

2.9. *Conveyance Out of Trust for the Purpose of Encumbrance.* Notwithstanding paragraph 2.5, Trustee may convey all or part of the Land to the Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust, provided that the Land is thereafter immediately reconveyed into the trust.

2.10. *Real Property Taxes.* All real property taxes on the Land shall be paid before the taxes are delinquent as defined by A.R.S. 42-18052(B). If the real property taxes on the Land, including any lot or portion of common area, become delinquent, this agreement will be in default.

2.11. *Substitution of Assurances.* Subdivider may submit substitute assurances in a form and amount acceptable to County at any time during which this agreement is not in default.

2.12. *Completion of the Subdivision Improvements.* The Subdivision Improvements shall be completed by Subdivider not more than four years after the date of this agreement. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with the Subdivision Plat, rezoning conditions, associated site construction permits, and after County has inspected them and finds them to be in compliance with the plans.

2.13. *Acceptance of the Subdivision Improvements.* County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

A. They have been completed in accordance with paragraph 2.12.

B. They have been dedicated to County by the Subdivision Plat or by some other instrument of record.

C. The dedication has been accepted by the Pima County Board of Supervisors as evidenced by approval of the dedication on the Subdivision Plat or by some other formal action.

2.14. *Default, Non-Compliance; County's Options.* This agreement is in default if either the Subdivider or Trustee fails to comply with obligations under this agreement. If this agreement is in default, the County may exercise any or all options below at its sole discretion:

A. The County may re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. The Subdivider authorizes the County to execute, on behalf of Subdivider, the re-plat described in this section. The re-plat may exclude any dedications to the public which were made on the Subdivision Plat which are necessary to serve either portions of the Land which are not re-platted, or to serve the public. Subdivider shall pay the reasonable costs incurred in re-platting. Notice of default and intent to re-plat will be sent to the last known address of Subdivider and Trustee by certified mail not less than thirty days before County exercises its option to re-plat under this paragraph.

B. If site conditions change after the Subdivider fails to comply with this agreement, the County may require that Subdivider submit evidence that the Tentative and Final Plat comply with current regulations, under current site conditions. If the County determines that the Tentative Plat or Final Plat does not comply, Subdivider shall submit revisions to the plat, to the County with applicable fees. If the revisions are approved by the Board of Supervisors, the date specified in Section 2.12 of this agreement may be extended by up to four years from the approval date. This subsection is not applicable to Block Plats for master planned communities.

C. The County may withhold the issuance of permits for building regulated by Title 15 of the Pima County Code or work regulated by Title 18 of the Pima County Code.

2.15. *Incorporation and Annexation.* If the Land is incorporated as or annexed by a city or town, the city or town shall automatically succeed to all benefits and duties of County under this agreement.

2.16. *Termination.* This agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and approved by County in accordance with paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the Pima County Recorder in accordance with paragraph 2.5; or

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations; or

C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

2.17. *Effective Date.* This Agreement is effective on the _____ day of _____, 20____, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: SBH Verano LP, an Arizona limited liability company

Chair, Board of Supervisors

By: AGS LLC
an Arizona limited liability company
Its: General Partner

By: _____
Name: Sean T. Walters
Its: Manager

ATTEST:

TRUSTEE: Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee under Trust No 2304, only and not otherwise

Clerk of the Board

By: _____
Name: Shaun Tessensohn
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 26th day of September, 2025, by Sean T. Walters, the Manager of AGS LLC, an Arizona limited liability company, the General Partner of SBH Verano LP ("Subdivider"), an Arizona limited partnership.

My Commission Expires:

3/14/2029

STATE OF ARIZONA)
County of Pima)

Julie M King
Notary Public



The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Shaun Tessensohn, Trust Officer of Landmark Title Assurance Agency of Arizona, LLC ("Trustee"), an Arizona limited liability company, as trustee under trust number 2304, only and not otherwise.

Notary Public

My Commission Expires:

2.17. *Effective Date.* This Agreement is effective on the _____ day of _____, 20____, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: SBH Verano LP, an Arizona limited liability company

Chair, Board of Supervisors

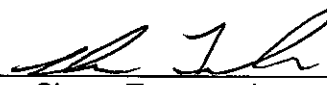
By: AGS LLC
an Arizona limited liability company
Its: General Partner

By: _____
Name: Sean T. Walters
Its: Manager

ATTEST:

TRUSTEE: Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee under Trust No 2304, only and not otherwise

Clerk of the Board

By: 
Name: Shaun Tessensohn
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Sean T. Walters, the Manager of AGS LLC, an Arizona limited liability company, the General Partner of SBH Verano LP ("Subdivider"), an Arizona limited partnership.

Notary Public

My Commission Expires:

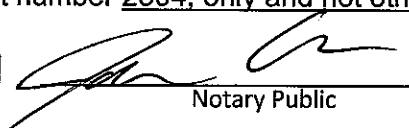
STATE OF ARIZONA)
County of ~~Pima~~ MARICOPA)

The foregoing instrument was acknowledged before me this 24th day of September, 2025, by Shaun Tessensohn, Trust Officer of Landmark Title Assurance Agency of Arizona, LLC ("Trustee"), an Arizona limited liability company, as trustee under trust number 2304, only and not otherwise.

My Commission Expires:

June 19, 2028




Notary Public