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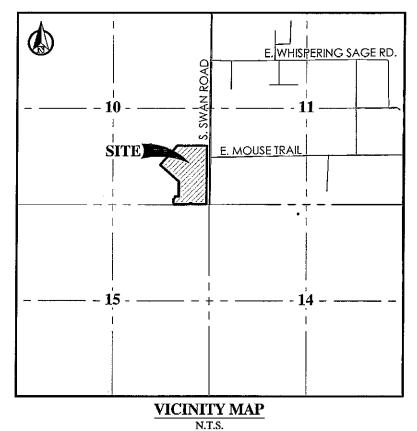


## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.*			
Award Type:	Agenda Item		
ls a Board Meeting Date Requested?	Yes		
Requested Board Meeting Date:	12/16/2025		
Project Title / Description: P24FP00015 - VERANO, SECTION 10, BLOCK 1, PARCEL G/H, LOTS 1-157 COMMON AREA 'A', 'B', 'C', AND 'E'			

Agenda Item Report	
Introduction / Background:	FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY RESUBDIVIDED PROPERTY.
Discussion:	N/A
Conclusion:	N/A
Recommendation:	STAFF RECOMMENDS APPROVAL
Fiscal Impact:	N/A
Support of Prosperity Initiative:	Increase Housing Mobility and Opportunity
Provide information that explains how this activity supports the selected Prosperity Initiative	APPROVING THIS PLAT PROVIDES 157 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 Signa	ature:

County Administrator Signature:	GEN	Date: 1129 20 23



PORTION OF THE SE 1/4 OF SEC. 10, T16S, R14E. GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

### P24FP00015

FINAL PLAT FOR "VERANO, SECTION 10, BLOCK 1, PARCEL G/H"

LOTS 1-157, COMMON AREA 'A' (OPEN SPACE), COMMON AREA 'B' (OPEN SPACE & PRIVATE DRAINAGE),

COMMON AREA 'C' (OPEN SPACE & TRAIL), AND COMMON AREA 'E' (OPEN SPACE, PRIVATE DRAINAGE, & TRAIL)

#### FINAL PLAT

#### "VERANO, SECTION 10, BLOCK 1, PARCEL G/H"

LOTS 1-157, COMMON AREA 'A' (OPEN SPACE), COMMON AREA 'B' (OPEN SPACE & PRIVATE DRAINAGE), COMMON AREA 'C' (OPEN SPACE & TRAIL), AND COMMON AREA 'E' (OPEN SPACE, PRIVATE DRAINAGE, & TRAIL) BEING A RE-PLAT OF BLOCK 1, PARCEL G/H OF THE "VERANO, SECTION 10, FINAL BLOCK PLAT" AS RECORDED IN SEQUENCE NO. 20251270445, PIMA COUNTY RECORDS,

SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 14 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

ASSURANCES IN THE FORM OF A THIRD PART	Y IRUST AGREEMENT, TRUST No. 2304,
AS RECORDED IN SEQUENCE NUMBER GUARANTÉE IMPROVEMENTS AS REQUIRED I	IN THE PIMA COUNTY ZONING CODE
CHAPTER 18.49 (SUBDIVISION STANDARDS) I	
BY:	
CHAIR, BOARD OF SUPERVISORS	DATE
PIMA COUNTY, ARIZONA	

ATTEST:

ASSURANCES:

CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERRISO CLERG OF THE BUARD OF SUPERVISORS OF RURAL OF SUPERVISORS OF PIMA
COUNTY, ARIZONA, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_ 20\_\_.

BY:\_\_\_\_\_CLERK, BOARD OF SUPERVISORS

DEDICATION:
WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY
TILLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND WE, CONSIST TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN KEREON.

WE BY UNDERSIGNED OO HEREBY INCID HARMLESS PIMA COUNTY AND FEMA COUNTY FLOOD COMIRCO DISTRICT, THEIR SUCCESSORS, ASSORS, EMPLOYEES, OPPOCES, AND AGENES FROM ANY AND ALL ALLAND FOR DAMANGES REACHED TO THE USE OF MIFF PROPERTY DEVICES ON THE PLAY THAT AND AGENES FROM THE PLAY THE PROPERTY OF THE PLAY THE PLAY

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

WE HERBY CRAMI TO PRIA COUNTY AND ALL DITHY COMPANIES ALL PRINC EASEMENTS AS SHOWN HERBON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SENZES AND URLINES AND OTHER USE AS DISSIONATED BY THIS PLAT.

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE COMMONA ARCAS (AND HERVALE REASHERS), AS SHOWN INJECTATION REQUESTATE OF MITTER PROVIDED AND CONTRIBUTED OF ALL DOWNERS OF PROPERTY WITHIN THIS SUBSTITION AND ARE GRANTED AS EASEASTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS, INSTALLATION, CONSTRUCTION, AMAINTMANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

COMMON AREAS "A-T", 'B-T", 'B-Z", 'C-T", 'E-T", 'E-Z", 'E-Z", 'E-Z", 'A-M D-E-Z" (AS SHOWN IN THE "COMMON AREA SUMMART MARE PROVIDED HEREN ON PAGE 2 OF THIS BINAL PLAT), ARE HEREN SUMMART MARE PROVIDED HEREN DE BERT OF THE PERSON COMMINITY SECOLATION ME. AS MOSE FLATE STORE THE MER AND RESERVED SE, THEIR RESERVATION AND COMBINION, SESTICIONS, ASSESSMENTS, CHARGES, SESVIEDES, LIEIS, RESERVATION AND EASTMETHER OF SERVANO, PROCORDED IN SEQUENCE NUMBER 2022/2023), OPPICIAL RECORDS OF FAMA COURSY, THE VIERNO COMMINIST ASSOCIATION BINAL DWIN AND BE RESPONDING FOR COURSE, MARIEFANCE AND DESIGNATION AND AREAS.

TILLETO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF REDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVERAINE, CONDIDIONS AND RESTRICTIONS RECORDED IN SEQUENCES NUMBER 2022240535, IN THE OFFICE OF THE PRIM COUNTY FECCORER, INS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, AMANIENMANCE, AD VALOREM TAXES AND LIBERTY FOR THE COMMON TAKES, AND LIBERTY FOR THE COMMON TAKES, AND THE PROVIDE FOR THE PRIME THE PROVIDE THE PROVIDE

EANDMARK TIBE, ASSURANCE AGENCY OF ARZONA, LLC. AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 2304, AND NOT OTHERWISE

ACKNOWLEDGEMENT STATE OF ARIZONA

LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES TOWN (9 -2428

HISTORY DENOMINE
Heavy Prince - Shared Alexan

BENEFICIARY

"FURSILANT TO SECTION 33-004, ARS, THE INAME AND ADDRESS OF THE BENEFICIARY
OF SAID TRUST SEM VERANO UP, AN ARZONA LUMIED PARTIESSINE, 6720 N,
SCOTTSDALE ROAD, JUHE 250, SCOTTSDALE, AZ 65253, UNDER TRUST NO. 2304

RECORDING: STATE OF ARIZONA

PIMA COUNTY

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF GMCIVIL ON THIS DAY OF 20 IN SEGUENCE No.

GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER

DATE

VERANO COMMUNITY ASSOCIATION RATIFICATION
BY THIS RATRICATION GREGORY MOILL DULY ELECTED PRESIDENT OF THE VERANO
COMMUNITY ASSOCIATION, AN ARRIOTAN ROMPRICENT CORPORATION,
ACKNOWLEDGES THE RESPONSIBILITIES DEDUCATED RESECO.

VERANO COMMUNITY ASSOCIATION, AN AREONA NON-PROFIT CORPORATION

BY R. M.C. ACKNOWLEDGEMENT STATE OF ARIZONA

PIMA COUNTY
ON THE 6TH DAY OF MYCHAER. 20.25, BEFORE ME PERSONALLY
APPEARED GREGORY MONL, WHO ACKNOWLEDGED TO BETHE PRESIDENT OF
VERANO COMMUNITY ASSOCIATION. AN ARIZONA NONPROFIT CORPORATION. AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

NOTARY PUBLIC MY COMMISSION EXPIRESTURY 17, 2026 GENERAL NOTES



- 1. THE GROSS AREA OF THE SUBDIVISION IS 34,775 ACRES 13,514,800 SQ. FT.H
- 2. ALL PROPOSED STREETS ARE TO BE PUBLIC, TOTAL MILES OF NEW PUBLIC STREETS IS 0.99 MILES.

ALL NEW PUBLIC STREET WALL BE DESIGNED IN CONFORMANCE WITH THE LATEST YERSION OF THE PRINA COUNTY SUBDIVISION AND DEVELOPMENT STREET STANDARDS, FINA COUNTY ROADWAY DESKIN MANUAL, AND THE SWAN SOUTHARDS CONTRIBORATE PARTS

- 3. THE WATER COMPANY THAT WILL SERVE THIS SUBDIVISION IS GLOBAL WATER SAGIJARO DISTRICT WATER COMPANY, INC.
- 4. NO REGULATED RIPARIAN HABITAT AREAS ARE WITHIN THE BOUNDARY OF THIS PLAT
- ALL LOT CORNERS AND RIGHT-OF-WAY PYS 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 ASSURED WATER SUPPLY.

PERMITTING NOTES
1. ZONING FOR THIS DEVELOPMENT IS SWAN SOUTHLANDS SPECIFIC CONDITIONAL PLAN SP/MU & SP/CRS.

- GROSS DENSITY IS 4.51 RAC (157 LOTS/34.775 ACRES = 4.51)
- GROSS SUBDIVISION PLAT AREA (S.G. FT.) / PROPOSED NUMBER OF RESIDENTIAL LOTS = THE AVERAGE AREA PER DWELLING UNIT (1.514,800 SQ. FT. / 157 LOTS = 9,648 SQ. FT.)

- DEVELOPMENT STANDARDS FOR SP/MU

  1. AVERAGE AREA LOTSIDE = 1,000 SQ, rf.

  2. BALDONG FORGH 300EBJFER = 4 / 40 61.

  3. MIRMMAN FAID SEERACH FRCSIT = 20 FEET, STREET SIDE = 10 FEET, REAR = 10 FEET.

  4. DETAILS CENTRAL BALDONGS 10 FEET.
- MAXIMUM LOT COVERAGE = 70%
- 5. DEVELOPMENT STANDARDS FOR SPACES

- PRECOMENT STANDARDS FOR SPECIES
  A VERACIES RASK (10 SEE = 5,000 SE, FT.
  MIRRAUNIA ARCA LOT SEE = 3,000 SE, FT.
  MIRRAUNIA ARCA LOT SEE = 3,000 SE, FT.
  MIRRAUNIA CON MODIT = 40 FEET
  BUILDING HEIGHT 10 CHEENFELT = 2 / 34
  MIRRAUNIA FOR STANDARDS FOR STANDA
- DISTANCE BETWEEN BUILDINGS = 10 FEET MAXIMUM LOT COVERAGE = 60%
- SETBACKS FOR CORNER LOTS ARE EQUAL TO THE SIGHT VISIBILITY TRIANGLE OR THE ZOMING DESIGNATION SETBACKS. WHICHEVER ARE GREATER.
- THIS PLAT IS SUBJECT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VERANO RECORDED IN SEQUENCE NUMBER 2023/24/20331 WITH THE PIMA COUNTY RECORDERS
- B. THE SUBSTITUTION IS BURIECH TO THE BOARD OF SUPERVICES BETOINING CONDITIONS AS COURD IN CASE HUMBER CONDITIONAL APPROVED ON DISCORDER 7, DAYS AND AMENDED ON JUNE 15, 2010 AND DESTRUKER 10, 2010. THE FOULDWING CONDITIONS AFFECT THE STISSANCE AND AMENDED ON JUNE 15, 2010 AND DESTRUKER 10, 2010. THE OF LAND SHALL BESIDED UNIT ALL APPRICABLES PECIFIC PLAN REQUIREMENTS THAT SECTION OF LAND, OF PARCEL ACCORDINGS TO THE EXCEPTION SPECIFICD IN SECTION III 7, JO TO THE SPECIFIC PLAN, ARE SATISFED AND THE PRAINING OFFICIAL SIGHS A CHIRINGAL FOR PECIFICION III 7, JO TO THE SPECIFIC PLAN, ARE SATISFED AND THE PRAINING OFFICIAL SIGHS A CHIRINGAL FOR PECIFICION III 7, JO TO THE SPECIFIC PLAN, ARE SATISFED AND THE PRAINING OFFICIAL SIGHS A CHIRINGAL FOR PECIFICION III 7, JUNE PECIFIC PLAN ARE SATISFED AND THE PRAINING OFFICIAL SIGHS A CHIRINGAL FOR PECIFICION III 7, JUNE PECIFIC PLAN ARE SATISFED AND THE PRAINING OFFICIAL SIGHS A CHIRINGAL FOR PECIFICANI COMPILIARY.
- PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIS. A DISTRICT AS-BUILT CERTIFICATION FORM SHALL BE COMPLETED BY A PROPESSIONAL CIVIL ENGINEER REGISTRED IN THE STATE OF ARKIONA FOR ALL DETENTION BASINS INCLUDING THER RESPECTIVE DRAINAGE CONVEYANCES AND GRADNICS REQUIRED TO CONVEY STORMWASTER TO HE BASING.

OWNER/DEVELOPER: SBH VERANO LP

6720 N Scotterfole Roord Suite 250 Scottsdale, Arizona 85253 ATN: Bab Bombouer

SHEET 1 OF 6



VICINITY MAP

PORTION OF THE SELECT IO, THIS, RIVE.

OILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ABIZON.

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 44 E BROADWAY BLVD, SUITE 200+C

TUCSON, ARIZONA 65701 (520)-357-1074

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.

LPAIRICA GAIDA. HERBY CERTIFY THAT THE BOUNDARY SURVEY AS
SHOWN ON HIS PLAT WAS FERDY GROWNED HIS DIRECTION AND THAT
ALL EXERTING AND PROPOSED SURVEY MONUMENTS AND MARKERS
SHOWN ARE CORRECTLY DESCRIBED. LIVERING EXTRY MAY THIS PLAT WAS PREPARED UNDER MY DIRECTION.

BY: PATRICIA GA JDA, R.L.S. #46278 ALTA ENVIRONMENTAL & INFRASTRUCTURE 2025 W RUTHRAUFF RD., STE. 125 IUCSON, ARTONA 85705



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

BY: JOHN N. ROGERS, R.L.S. #54332 GMCIVII 44 E BROADWAY BLVD, SUITE 200-C TUCSON, ARIZONA 85701 [520]-387-1074

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.

P24FP00015 P23TP00007

September 2025 SURVEYED BY:

PREPARED BY:



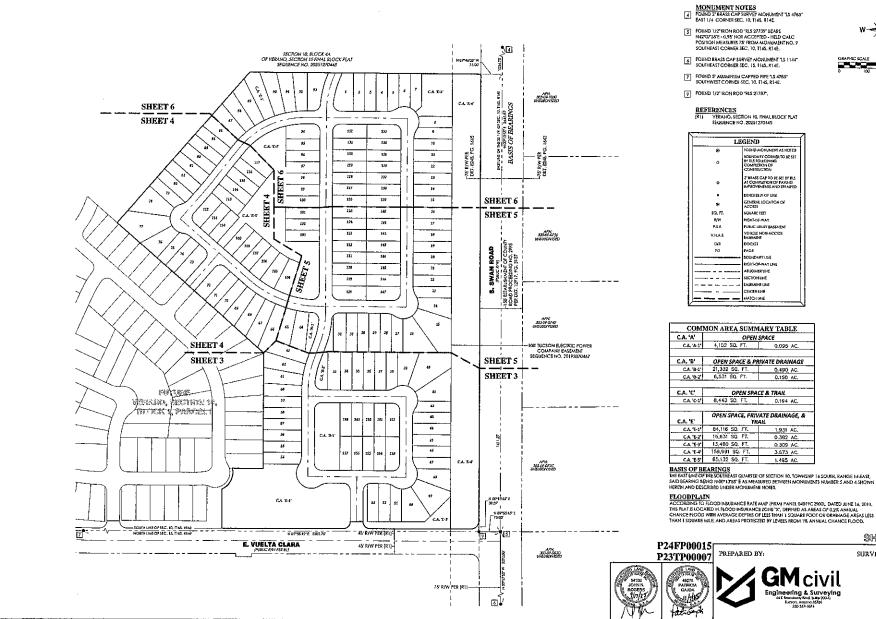
ENVIRONMENTAL & INFRASTRUCTURE

COVER SHEET OVERALL DESPLAY, MONUMENT NOTES, TRACT SUMMARY TABLE, LEGEND, AND

SHEET INDEX

SHEETS 3-6 TYPICAL FINAL PLAT SHEETS

BY:\_\_\_\_\_\_ DEPUTY



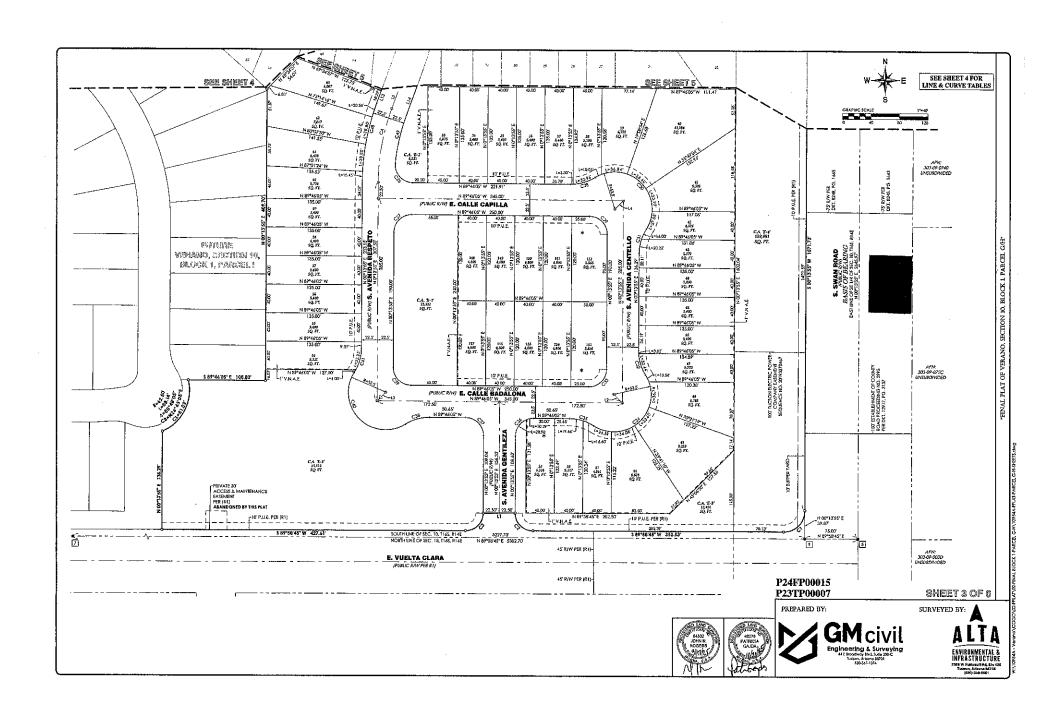
	ION AREA SUMMA	ARY TABLE
C.A. 'A'	OPEN SPACE	
CA, 'A-1'	4,152 SQ. FT.	0.095 AC.
C.A, 'B'	OPEN SPACE & PRI	VATE DRAINAGE
CA. B-1	21,332 SQ. FT.	0.490 AC.
C.A. 'B-2'	6,531 SQ. FT.	0.150 AC.
C.A. 'C'	OPEN SPACE 8,443 SO. FT.	D.194 AC.
CA. C-1	8,443 SO. FT.	D.194 AC.
	OPEN SPACE, PRIVA	TE DRAINAGE, I
C.A. 'E'	TRA	il.
C.A. 'E'	84,116 SO. FT.	1.931 AC,
C.A. 'E' CA. 'E-1' CA. 'E-2'		
C.A. 'E-1'	84,116 SO. FT.	1.931 AC,
C.A. E-1	84,116 SO. FT. 16,631 SQ. FT.	1.931 AC. 0.382 AC.

SHEET 2 OF 6





FINAL PLAT OF VERANO, SECTION 10, BLOCK I, PARCEL GIFF





PAR	CEL G/H LIN	E TABLE	PAR	CEL G/H LIN	E TABLE
LINE#	BEARING	DISTANCE	UNE #	BEARING	DISTANCE
LI	\$89°41'54'W	45.00"	LIZ	367°52'35'E	39,02
L2	N44°46'05'W	16.97	LIB	\$20°25'03'W	67.08
រេ	N45°13'55'E	16.97	114	N20°25'03°E	67.08
1.4	N45*13'55'E	16.92"	LIS	1189*46'05*₩	27,89
L5	N20*25'03"E	67.08	Lla	N89°46'05'W	26.99'
Lá	N44°46'05'W	16.97"	LI7	521*49'04'W	17.23
L7	N86°21'55'E	16.97	LIB	N21°49'04'E	35.04
LB	545*13'55'W	16.97"	LIP	\$40°29'51"W	39.30
19	N21°49'04"E	26.19"	L20	N49"09'01"E	25.49'
L10	\$49°48'58'E	39.57	1.21	571°32'34'W	10.00

N16°20'03'E

NI5°52'13'W

N45°13'55'E

N45°13'55'E

S73º39'57'E

N45°13'55'E

SAAPAAYOSE

N74°07'47'E

\$44°48'05'E

544°46'05'E

\$16\*20\*03\*W

N86°21'59'E

203°38'05'E

564°44'13"E

503°38'05'1

\$03°38'05'E

\$57°28'02"W

\$10°19'29'W

N13°0757'E

N12°23'15'E

\$67°31'24'8

\$67°08'17'E

\$39°55'38'W

\$39°55'38'W

\$64°21'38'W

\$64°21'38'W

S13°05'16'W

N13º51'57'E

35.78

35.78

35.34

102.39

35.78

35 34

35.76

35.34

102.39

35.78

35.34

35.36

35,78

35.36

102,391

35.78

113.03

70.06

70,85

90.10

257.36

223,74

49,06

51.32

281.45

242.17

97.90

76.78

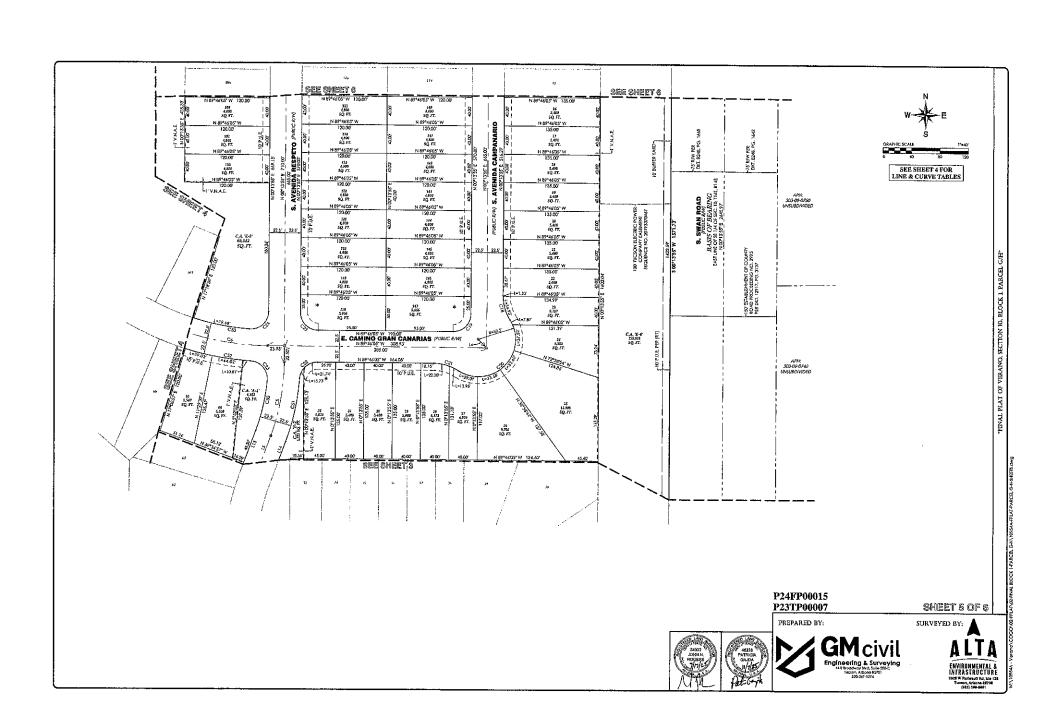
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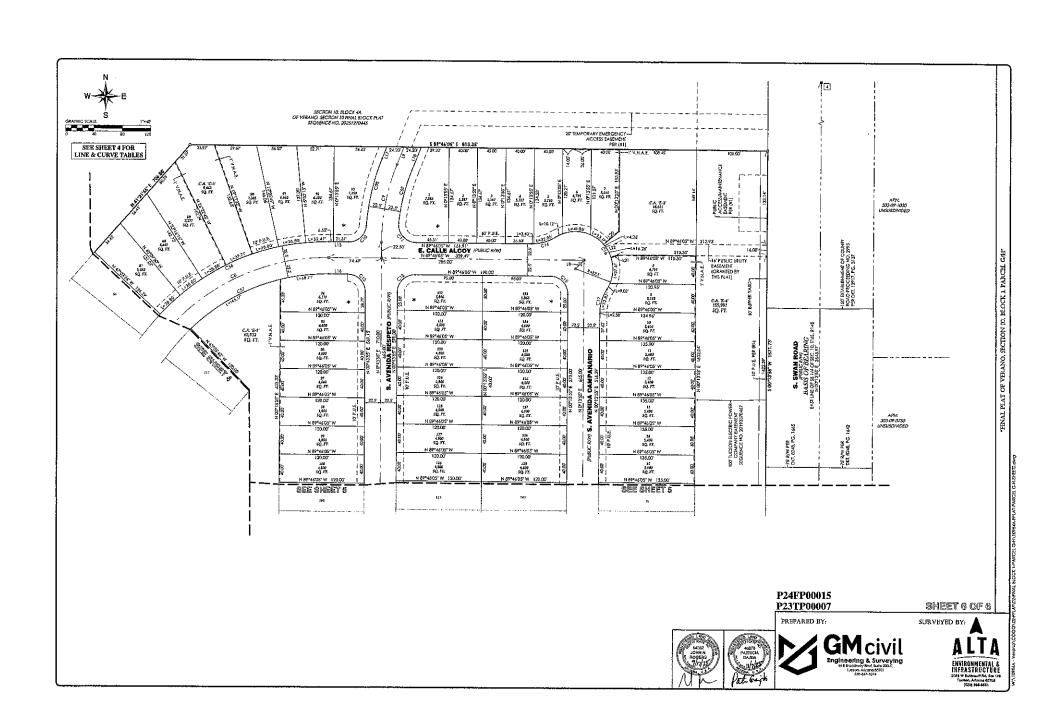
SHEET 4 OF 6

PREPARED BY:



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





# ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) [P24FP00015,P23TP00007]

THIS AGREEMENT is made and entered into by and between <u>SBH Verano LP</u>, an <u>Arizona limited liability company</u> or successors in interest ("Subdivider"), <u>Landmark Title Assurance Agency of Arizona, LLC</u>, an Arizona limited liability company ("Trustee"), as trustee under Trust No. <u>2304</u>; 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, Parcel G/H" Lots 1-157, Common Area "A" (Open Space), Common Area "B" (Open Space & Private Drainage), Common Area "C" (Open Space & Trail), and Common Area "E" (Open Space, Private Drainage, & 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 inlieu 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.

DV	this agreement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: SBH Verano LP, an Arizona limited liability company
	By: AGS LLC
	an Arizona limited liability company
Chair, Board of Supervisors	lts: General Rartner
	- 567
	By:
	Name: Sean T. Walters Its: Manager
ATTEST:	ito. Managoi
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	
0.0.K 0. 0.0 200.0	
	Ву:
, .	Name: Shaun Tessensohn
	Its: Trust Officer
STATE OF ARIZONA )	
County of Pima )	
The foregoing instrument was acknowled, 20_25_, by Sean T	. Walters, the Manager of
	pany, the General Partner of SBH Verano LP
("Subdivider"),	
an Arizona limited partnership.	John Ming
My Commission Expires:	Notary Public (
3/4/2029	JULIE M KING
	MOTARY PUBLIC - STATE OF ARIZONA MARICOPA COUNTY COMMISSION # 680372 My Comm. Expires March 14, 2029
STATE OF ARIZONA )	
County of Pima )	
	edged before me this day of, 20, by
Shaun Tessensohn, Trust Officer of	zono IIC ("Tructoo")
Landmark Title Assurance Agency of Arizan Arizona limited liability company, as tr	rustee under trust number <u>2304, only and not otherwise</u> .
an anzona miniou hability company, as the	acted and of tract named 2007, only and not otherwise.
	Notary Public
My Commission Expires:	i Notaly Fublic
	•

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
	By: AGS LLC
Chair, Board of Supervisors	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	
	Ву:
	Name: Shaun Tessensohn Its: Trust Officer
STATE OF ARIZONA ) County of Pima )	
The foregoing instrument was acknowled . 20 . by Sean T.	dged before me this day of
AGS LLC, an Arizona limited liability com	pany, the General Partner of SBH Verano LP
("Subdivider"), an Arizona limited partnership.	
	Notary Public
My Commission Expires:	
<del></del>	
STATE OF ARIZONA ) County of Pima )  MARICOPA	
Shaun Tessensohn, Trust Officer of	dged before me this <u>24<sup>7H</sup></u> day of <u>September,</u> 20 <u>25</u> , by
Landmark Title Assurance Agency of Ariz	
an Anzona inflited liability company, as tru	ustee under trust number 2304, only and not otherwise.
STATE IN	JUSTINA DENDAUW otary Public - State of Arizona Notary Public
My Commission Expires:	MARICOPA COUNTY Commission # 667744 Expires June 19, 2028