



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 6/3/2025

*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

P24FP00014 - A FINAL PLAT FOR AGAVE RIDGE, LOTS 1-6 AND COMMON AREA "A" PRIVATE STREET.

***Introduction/Background:**

FINAL PLAT PROCESS TO CREATE LEGALLY SUBDIVIDED PROPERTY

***Discussion:**

NA

***Conclusion:**

NA

***Recommendation:**

STAFF RECOMMENDS APPROVAL

***Fiscal Impact:**

NA

***Board of Supervisor District:**

1 2 3 4 5 All

Department: DEVELOPMENT SERVICES

Telephone: 724-6490

Contact: THOMAS DRZAZGOWSKI

Telephone: 724-6490

Department Director Signature: _____

Date: _____

5/13/25

Deputy County Administrator Signature: _____

Date: _____

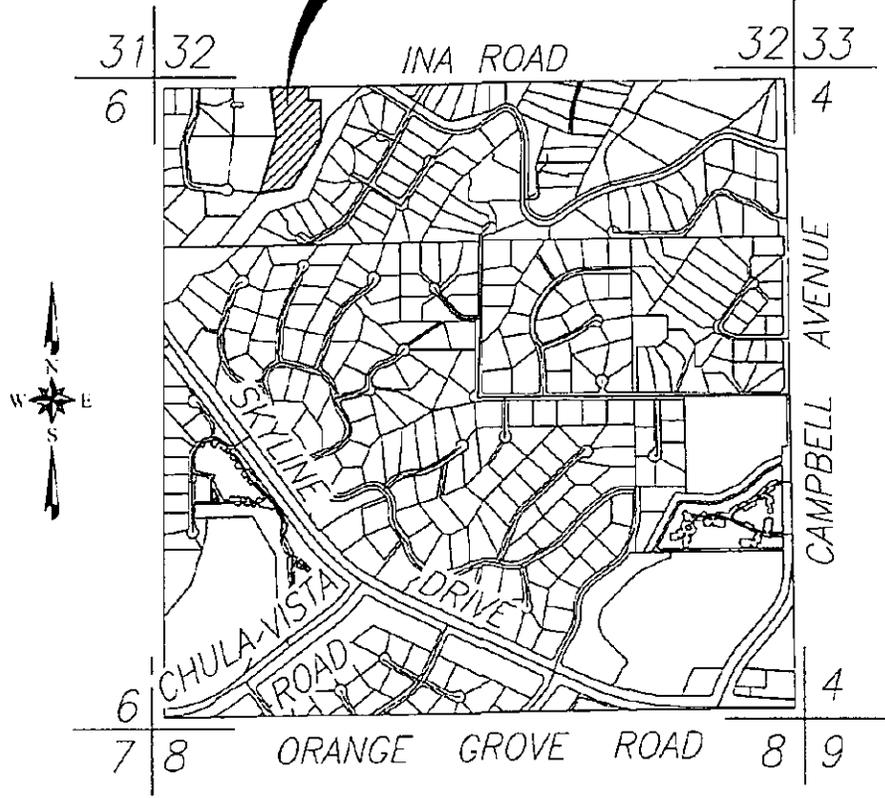
5/14/2025

County Administrator Signature: _____

Date: _____

0/15/2025

PROJECT LOCATION



A PORTION OF NW 1/4 OF SECTION 5,
TOWNSHIP 13S, RANGE 14E
G&SRM, PIMA COUNTY, ARIZONA

LOCATION MAP

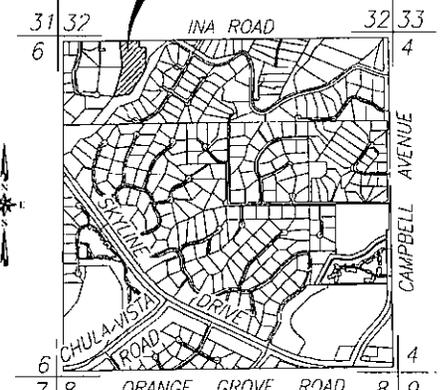
SCALE: 6"=1 MILE

P24FP00014
AGAVE RIDGE,
LOTS 1-6 AND
COMMON AREAS "A" PRIVATE STREET

FINAL PLAT FOR AGAVE RIDGE

LOTS 1-6 & COMMON AREA "A" PRIVATE STREET
BEING A RESUBDIVISION OF LOT 4 OF DEER RUN RANCH ESTATES AS
RECORDED IN BOOK 11, PAGE 43 OF MAPS AND PLATS.

PROJECT
LOCATION



A PORTION OF NW 1/4 OF SECTION 5,
TOWNSHIP 13S, RANGE 14E
G&SRM, PIMA COUNTY, ARIZONA

LOCATION MAP

SCALE: 6" = 1 MILE

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 7.004 AC.
2. TOTAL NUMBER OF LOTS IS 6.
3. TOTAL MILES OF NEW PRIVATE STREETS IS 0.106 MILES.
4. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
5. THIS PROJECT IS IMPACTED BY PIMA SPECIAL FLOOD HAZARD AREA ZONE X (UNSHADED), PER FLOOD INSURANCE RATE MAP PANEL NUMBER 04D101000L, WITH AN EFFECTIVE DATE JUNE 16, 2011.
6. ALL LOT, BLOCK, RIGHT-OF-WAY AND CENTERLINE MONUMENTATION ESTABLISHED BY THIS PLAT ARE TO BE SET IN COMPLIANCE WITH A.R.S. § 9-474 AND 33-100, AS WELL AS THE ARIZONA STATE BOARD OF MECHANICAL REGISTRATION SUBSTANTIVE POLICY STATEMENT REGARDING SURVEY MONUMENTS IN SUBDIVISIONS, EFFECTIVE FEBRUARY 8, 2011.
7. NATURAL RESOURCES, PARKS AND RECREATION - A FEE OF \$15,582.00 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 4TH LOT. THE IN-DEU FEE AMOUNT IS BASED ON NO RECREATION AREA BEING PROVIDED WITH THE DEVELOPMENT. CURRENTLY THE FEE IS ASSESSED AT \$2,587.00 PER LOT. AT THE TIME OF FINAL PLAT APPROVAL, THE IN-DEU FEE WILL BE RECALCULATED AT THE MOST CURRENT RATE AND INDICATED ON THE FINAL PLAT.
8. A WAIVER OF DETENTION REQUIREMENTS HAS BEEN GRANTED FOR THIS PROJECT BY THE FLOODPLAIN ADMINISTRATOR. THE OWNER HAS PAID A FEE IN LIEU OF PROVIDING STORMWATER DETENTION FACILITIES.
9. ALL INTERIOR LOT CORNERS SHALL BE SET (SHOW TYPE OF MONUMENT) PER PIMA COUNTY SUBMITTAL REQUIREMENTS.
10. ALL LOTS WILL HAVE INDIVIDUAL ON-SITE DISPOSAL SYSTEMS DESIGNED IN ACCORDANCE WITH ARIZONA ADMINISTRATIVE CODE, TITLE 18, CHAPTER 6, INCLUDING PERCOLATION TESTING OR SOIL EVALUATIONS PERFORMED IN THE AREA OF ANY PROPOSED PRIMARY AND RESERVE LEACH FIELD.
11. ANY LOT THAT CANNOT ACCOMMODATE A CONVENTIONAL SEPTIC SYSTEM WILL REQUIRE AN ALTERNATIVE ON-SITE DISPOSAL SYSTEM.
12. IF, AT THE TIME IMPROVEMENTS ARE PROPOSED ON EACH INDIVIDUAL LOT, AN ON-SITE WASTEWATER TREATMENT FACILITY CANNOT BE CONSTRUCTED IN ACCORDANCE WITH THE RULES REQUIRED AT THE TIME OF DEVELOPMENT, THE LOT SHALL CONNECT TO A SEWER CONVEYANCE SYSTEM.

DEDICATIONS

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 DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOODING EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

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 CONVENIENCE 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 UNDER SEQUENCE NUMBER _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND VALUABLE TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE SEWERS AND PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. _____, FRC# _____, AS RECORDED IN SEQUENCE NO. _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: CHAIR, BOARD OF SUPERVISORS _____ DATE _____
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 THE _____ DAY OF _____, 20____.

CLERK, BOARD OF SUPERVISORS _____ DATE _____

CERTIFICATION OF BOUNDARY LOCATION SURVEY

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

FREDRICK J. STURNIOLA _____ 12537
SURVEYOR _____ R.L.S. NUMBER



CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE FLOODPROOF LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

ROGER B. HECROFT _____ 40939
ENGINEER _____ REGISTRATION NUMBER



RECORDING

STATE OF ARIZONA }
PIMA COUNTY, ARIZONA } SS

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF SCHNEIDER DEVELOPMENT, LLC, ON THIS _____ DAY OF _____, 20____ IN SEQUENCE NO. _____ PIMA COUNTY RECORDS

BY: _____ COUNTY RECORDER _____ DATE _____

LEGEND

- ⊕ BRASS CAP SURVEY MONUMENT
- SET 1/2" IRON PIN RLS 12537
- FOUND SURVEY MONUMENT AS NOTED
- - - - - EASEMENT
- _____ CENTERLINE
- _____ PROPERTY LINE
- _____ ADJACENT PROPERTY LINE
- RADIUS
- RIGHT-OF-WAY
- EROSION HAZARD SETBACK LINE

BASIS OF BEARING

COMMON LINE BETWEEN LOTS 4 AND 5 OF DEER RUN RANCH ESTATES (BOOK 11 MAP PAGE 43), BEARING BEING, N10°22'00"E.

ABBREVIATIONS

- | | |
|------|------------------------|
| APN | ASSESSOR PARCEL NUMBER |
| BC | BRASS CAP |
| BDDG | BUILDING |
| CL | CENTERLINE |
| EX | EXISTING |
| EMT | EASEMENT |
| FD | FOUND |
| IP | IRON PIN |
| MAP | MAP & PLAT |
| PL | PROPERTY LINE |
| R | RADIUS |
| ROW | RIGHT-OF-WAY |
| TRP | TYPICAL |

SHEET INDEX

- SHEET 1 COVER SHEET, LOCATION MAP, & NOTES
- SHEET 2 PLAT SHEETS
- SHEET 3 TABLES

P24FP00014

FINAL PLAT FOR AGAVE RIDGE
LOTS 1-6 & COMMON AREA "A" PRIVATE STREET
BEING A RESUBDIVISION OF LOT 4 OF DEER RUN RANCH ESTATES AS RECORDED IN BOOK 11, PAGE 43 OF MAPS AND PLATS.

COVER SHEET	
HECROFT CIVIL ENGINEERING	LOCAL 4280
6 SURVEY, LLC	DATE 4-29-2023
ROGER B. HECROFT, P.E.	REV. DATE
1411 W. WILLOW LANE, SUITE 101	PROJECT NO. 24-07
CHULA VISTA, ARIZONA 85624	SHEET
TEL: 486-316-1231	1 OF 3
FAX: 486-316-1231	

ACKNOWLEDGEMENTS

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 80-584, AND NOT IN ITS CORPORATE CAPACITY.

BY: *Rachelle Lunn*
RACHEL LUNN
ITS: TRUST OFFICER

STATE OF ARIZONA }
PIMA COUNTY, ARIZONA } SS

ON THIS THE 02 DAY OF MAY, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED RACHEL LUNN, WHO ACKNOWLEDGED HERSELF TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AND PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SET FORTH ABOVE AND WHO EXECUTED SAME IN MY PRESENCE, AS SO AUTHORIZED TO DO ON BEHALF OF THE CORPORATION.

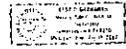
MY COMMISSION EXPIRES:

July 8, 2027

[Signature]
NOTARY PUBLIC

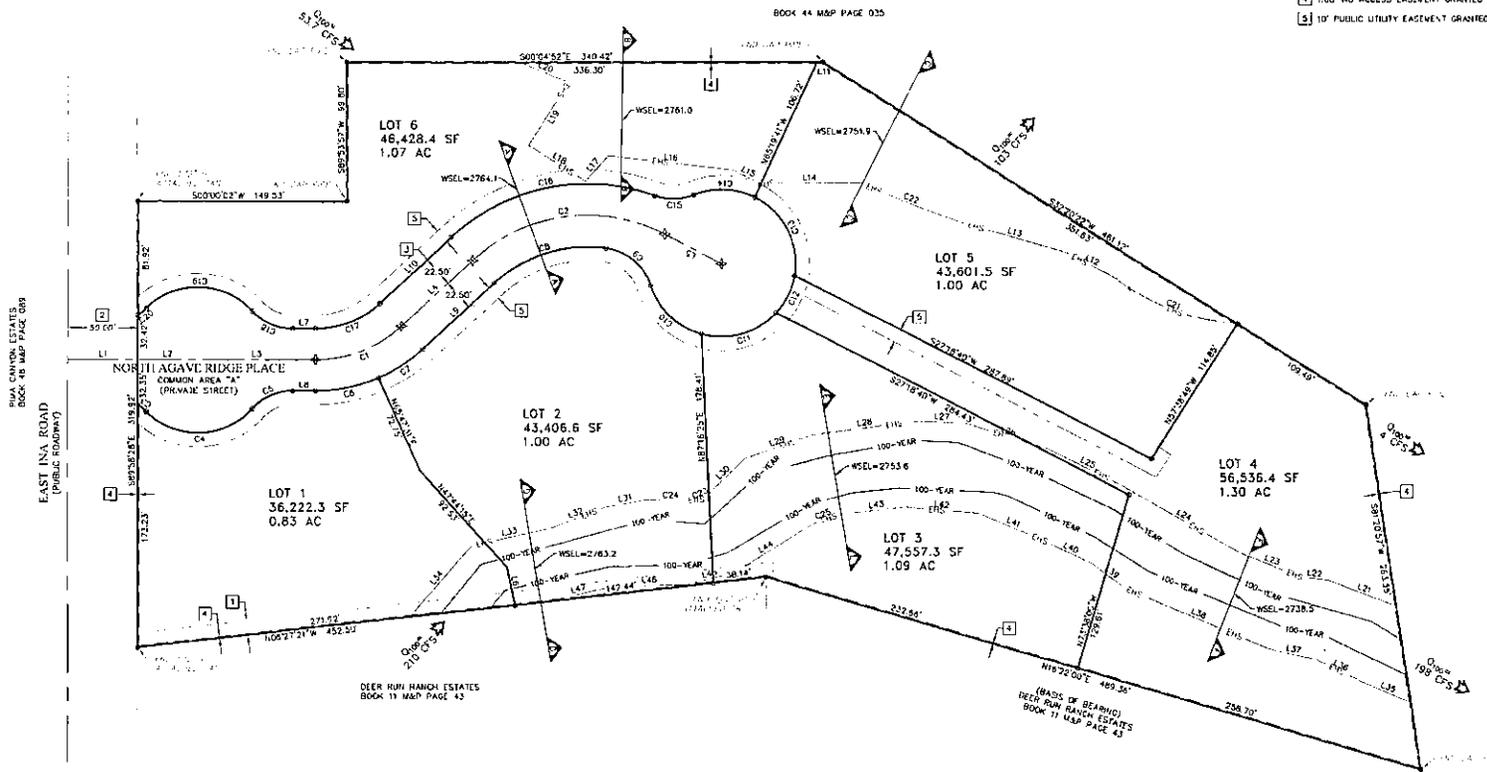
BENEFICIARY

PURSUANT TO A.R.S. SECTION 33-404, THE NAME AND ADDRESS OF THE BENEFICIARY OF TRUST 80-584, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:
SCHNEIDER DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
7616 NORTH CAHON DR VACAS
TUCSON, ARIZONA 85716



EASEMENTS & RIGHT-OF-WAY KEYNOTES

- 1) EX-SITING 10.00' DRAINAGE EASEMENT, BK 11, PG. 43.
- 2) EX-SITING 56.00' RIGHT-OF-WAY, BK 11, PG. 43.
- 3) 45.00' RIGHT-OF-WAY INDICATED BY THIS PLAT.
- 4) 1.00' HO ACCESS EASEMENT GRANTED BY THIS PLAT.
- 5) 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.



PIÑA CANYON ESTATES
BOOK 16 MAP PAGE 084

EAST INA ROAD
(PUBLIC ROADWAY)

DEER RUN RANCH ESTATES
BOOK 11 MAP PAGE 43

BOOK 44 MAP PAGE 035



FINAL PLAT FOR AGAVE RIDGE: LOTS 1-5 & COMMON AREA "A" PRIVATE STREET HENS-A RE-ADDITIONS OF LOT 4 OF DEER RUN RANCH ESTATES AS RECORDED IN BOOK 11, PAGE 43 OF MAPS AND PLATS	
SUBDIVISION PLAN	
REBEROT CIVIL ENGINEERING & SURVEY, LLC WENDELL BEEL, P.E. 438 NORTH HAWK CIRCLE ORLANDO, FLORIDA 32824 PH: 407-938-2511 FAX: 407-938-2512	SCALE: 1"=40' DATE: 4-29-2005 REV. DATE: PROJECT NO: 2047 SHEET: 2 OF 3

LINE	BEARING	DISTANCE
L11	S 0002'51" E	50.00'
L12	S 0002'51" E	42.99'
L13	S 0002'51" E	24.11'
L14	S 43'11'09" E	69.75'
L15	S 77'07'24" W	45.89'
L16	S 77'07'24" W	27.86'
L17	S 0002'51" E	46.38'
L18	S 0002'51" E	18.38'
L19	N 45'11'09" W	69.75'
L20	S 43'11'09" E	69.75'
L21	S 0004'57" E	4.12'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	90.00'	67.78'	43'08"18"
C2	120.00'	147.78'	70'33"33"
C3	30.00'	7.39'	13'25"17"
C4	52.50'	84.42'	92'04"21"
C5	39.00'	32.53'	47'40"05"
C6	112.50'	48.30'	23'33"59"
C7	112.50'	36.31'	19'30"39"
C8	97.50'	86.84'	51'02"01"
C9	39.00'	44.62'	64'41"23"
C10	53.00'	52.71'	56'58"48"
C11	53.00'	58.51'	63'14"55"
C12	53.00'	30.41'	32'32"45"
C13	53.00'	67.31'	72'45"44"
C14	53.00'	45.03'	48'41"02"
C15	39.00'	28.41'	47'44"29"
C16	142.50'	156.47'	62'54"47"
C17	87.50'	50.82'	43'07"18"
C18	39.00'	32.53'	47'40"05"
C19	52.50'	84.77'	92'03"00"
C20	39.00'	7.77'	13'25"54"

LINE	LENGTH	BEARING
L12	37.27'	S27°41'20"W
L13	78.60'	S19°54'28"W
L14	71.18'	S00°N'31"E
L15	21.68'	S75°39'15"W
L16	89.32'	S66°28'02"W
L17	24.30'	S47°26'54"E
L18	47.67'	S32°03'28"W
L19	53.57'	N57°51'37"W
L20	38.17'	S22°17'40"W

CURVE #	RADIUS	CURVE LENGTH	DELTA ANGLE
C21	157.73	95.85	0.34'51"20"
C22	1152.08	77.43	003'51"02"

LINE	LENGTH	BEARING
L21	52.30'	S20°52'22"W
L22	20.50'	S06°45'53"W
L23	45.84'	S21°44'52"W
L24	97.37'	S28°30'48"W
L25	59.00'	S26°08'36"W
L26	63.07'	S17°10'57"W
L27	33.41'	S02°39'12"W
L28	76.98'	S07°35'10"E
L29	50.63'	S19°22'24"E
L30	37.19'	S45°41'29"E
L31	28.00'	S10°44'06"E
L32	43.02'	S21°01'00"E
L33	58.75'	S12°12'43"E
L34	88.13'	S48°51'22"E

CURVE #	RADIUS	CURVE LENGTH	DELTA ANGLE
C23	13.57	9.34	040'17"19"
C24	314.84	35.86	668'10"56"

LINE	LENGTH	BEARING
L35	38.57'	S23°24'03"W
L36	36.23'	S28°44'37"W
L37	24.72'	S13°02'06"W
L38	112.30'	S22°49'03"W
L39	28.22'	S36°36'48"W
L40	28.85'	S23°50'10"W
L41	51.81'	S22°42'48"W
L42	52.48'	S04°35'56"W
L43	40.39'	S36°25'02"E
L44	27.13'	S32°17'45"E
L45	35.46'	S13°42'57"E
L46	52.89'	S01°42'56"E
L47	48.35'	S13°20'52"E

CURVE #	RADIUS	CURVE LENGTH	DELTA ANGLE
C25	82.63	39.03	02°38'14"

LINE	LENGTH	BEARING
L48	25.06'	N31°23'17"E
L49	81.52'	N15°19'04"E
L50	61.89'	N24°35'45"E
L51	58.10'	N32°27'50"E
L52	67.44'	N25°17'16"E
L53	55.10'	N20°31'44"E
L54	28.84'	N02°27'46"E
L55	52.95'	N15°02'30"W
L57	52.61'	N42°14'06"W
L58	49.83'	N04°25'51"E
L59	121.38'	N16°10'02"W
L60	45.34'	N50°29'21"W

LINE	LENGTH	BEARING
L61	87.42'	N26°28'02"E
L62	35.92'	N09°01'57"E
L64	42.84'	N22°20'04"E
L65	45.37'	N32°27'08"E
L68	68.31'	N25°16'07"E
L67	10.94'	N13°41'20"E
L68	68.26'	N02°32'52"E
L69	34.03'	N06°03'42"W
L70	20.78'	N15°05'25"W
L71	68.88'	N30°21'48"W
L72	29.84'	N16°19'33"W
L73	54.12'	N01°25'14"W
L74	46.56'	N12°06'29"W
L75	30.90'	N13°28'33"W
L76	16.50'	N49°52'21"W

FINAL PLAN FOR AGAVE RIDGE
 LOTS 1-6 & COMMON AREAS AT PRIVATE STREET
 BUNGALA RESUBDIVISION OF LOT 1 OF DEER RUN
 RANCH ESTATES AS RECORDED IN BOOK 11, PAGE
 23 OF MAPS AND PLATS.

TABLES

BERROFF CIVIL ENGINEERING & SURVEY, LLC 1001 W. 10TH STREET DENTON, TEXAS 76201 TEL: 262-582211 FAX: 262-582211	SCALE: 1"=40' DATE: 4-29-2023 DESIGN DATE: PROJECT No: 24-07 SHEET: 3 OF 3
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**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P24FP00014**

THIS AGREEMENT is made and entered into by and between SCHNEIDER DEVELOPMENT, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,584; 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 AGAVE RIDGE, Lots 1 - 6 & Common Area "A" Private Street 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-plot all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plot 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-plot described in this section. The re-plot 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-plot 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-plot 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: SCHNEIDER DEVELOPMENT, LLC, an Arizona limited liability company

Chair, Board of Supervisors

By: [Signature]
Lukas Schneider
Its: Manager

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., , an Arizona corporation, as Trustee under Trust No. 60,584, and not in its corporate capacity

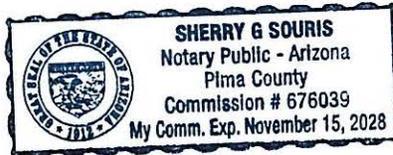
Clerk of the Board

By: [Signature]
Rachel Turnipseed
Its: Trust Officer_

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 5th day of May, 2025, by Lukas Schneider, Manager of SCHNEIDER DEVELOPMENT, LLC ("Subdivider"), an Arizona limited liability company, on behalf of the corporation.

My Commission Expires: 11.15.2028

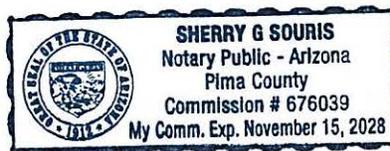


[Signature]
Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 5th day of May, 2025, by Rachel Turnipseed, Trust Officer of FIDELITY NATIONAL TITLE AGENCY, INC., ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,584.

My Commission Expires: 11.15.2028



[Signature]
Notary Public