



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 8/16/2021

Title: FINAL PLAT (P18FP00028) MILLER'S PUESTO, LOTS 1-9, & COMMON AREAS "A & B"

Introduction/Background:

Final Plat process to create a legally subdivided property.

Discussion:

N/A

Conclusion:

N/A

Recommendation:

Staff recommends approval.

Fiscal Impact:

N/A

Board of Supervisor District:

☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ All

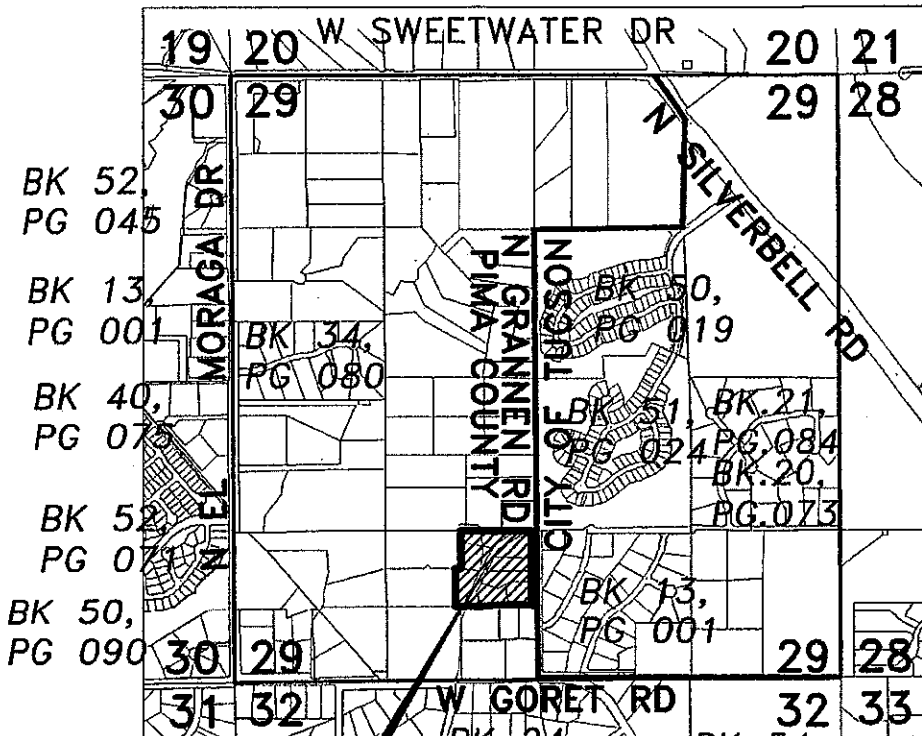
Department: Development Services


Telephone: 724-6490

Department Director Signature/Date: Lauren A. Ortega 7/16/2021

Deputy County Administrator Signature/Date: [Signature] 7/16/2021

County Administrator Signature/Date: C. Dulceburg 7/16/21




 SCALE:
 3" = 1 MILE

THIS PROJECT
 BK 32,
 PG 039

PIMA COUNTY LIMITS

SECTION 29
 TOWNSHIP 13 S , RANGE 13 EAST
 PIMA COUNTY, ARIZONA
 LAT. 32°16'06.23"N, LONG. 110°02'15.96"W

P18FP00028

Miller's Puesto

Lots 1-9 & Common Areas "A & B"

GENERAL NOTES:

1. THE EXISTING ZONING IS CR-1 AND WILL REMAIN.
2. TOTAL NUMBER OF LOTS IS 9.
3. THE GROSS AREA OF THIS SUBDIVISION (EXCLUDING COMMON AREA 15'-0.42 ACRES) IS 9.18 ACRES.
4. ACTUAL DENSITY=1.8 ACRES DIVIDED BY 8 LOTS = 1.02 LOTS/ACRE.
5. ASSESSOR'S TAX PARCEL NO. ARE AS FOLLOWS:
103-10-3300, 103-10-0550, 103-10-0560, 103-10-0570,
103-10-0580, 103-10-0590, 103-10-0600, 103-10-0610, AND
103-10-0620.
6. ALL STREETS FOR THIS SUBDIVISION WILL BE DESIGNED IN CONFORMANCE WITH THE PIMA COUNTY 2016 SUBDIVISION AND DEVELOPMENT STANDARDS.
7. TOTAL MILES OF NEW PUBLIC STREETS ARE 0.
8. TOTAL MILES OF NEW PRIVATE STREETS IS 0.08.
9. ON-SITE SANITARY SEWERS WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS AND MUST BE ACCEPTED AND RELEASED FOR SERVICE BY PIMA COUNTY REGIONAL WASTEWATER RECLAMATION MANAGEMENT DEPARTMENT PRIOR TO THE ISSUANCE OF SEWER CONNECTION PERMITS. THE REQUIRED OFFSITE PUBLIC SANITARY SEWER WILL BE DESIGNED AND CONSTRUCTED TO PCWRWD DEPARTMENT STANDARDS.
10. A PROJECT CONSTRUCTION PERMIT MUST BE SECURED FROM PIMA COUNTY WASTEWATER MANAGEMENT DEPARTMENT BEFORE THE START OF ANY WORK ON THIS PROJECT.
11. THIS SUBDIVISION IS WITHIN THE PLANNED WATER SERVICE OF THE TUCSON WATER DEPARTMENT WHICH IS DESIGNATED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY.
12. LOTS 3, 4, 5, 6, & 7 CONTAIN SLOPE ZONES GREATER THAN 15 PERCENT AND ARE SUBJECT TO THE HILLSIDE DEVELOPMENT ZONE ORDINANCE AND ANY CONSTRUCTION OR DEVELOPMENT TO BE PLACED THEREIN SHALL CONFORM TO THE REQUIREMENT PRIOR TO THE ISSUANCE OF BUILDING PERMITS BY THE ZONING INSPECTOR.
13. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE #CO-9-81-147, AS APPROVED ON DATE OCTOBER 11 1984 AND AMENDED ON 17 SEPTEMBER 1984. THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS: LIMITED TO ONE STORY DWELLINGS, THE SUBDIVISION IS LIMITED TO NINE (9) UNITS, SUBJECT TO 100 FOOT SETBACK ON THE SOUTHERN BOUNDARY.
14. GRADING OF EACH INDIVIDUAL LOT NOT PART OF THIS PROJECT, A REGISTERED ENGINEER IN THE STATE OF ARIZONA MUST BE HIRED BY EACH LOT OWNER, THE ENGINEER MUST FOLLOW ALL THE INDICATIONS IN THIS PLAT.
15. NATURAL RESOURCES, PARKS & RECREATION IN-USE FEE OF \$17,828.00 SHALL BE PAID PRIOR TO 75% OF LOTS ARE RELEASED.
16. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ON SITE: 2.33 ACRES. AMOUNT OF REGULATED RIPARIAN HABITAT DISTURBED ON SITE BY THIS PROJECT: 0.33 ACRES. AMOUNT OF REGULATED RIPARIAN HABITAT DISTURBED ON SITE DOES NOT REQUIRE A RIPARIAN HABITAT MITIGATION PLAN.
17. TOTAL NATURAL OPEN SPACE (NOS) = 197,047 S.F. (4.52 AC.).

CERTIFICATIONS:

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.

SURVEYOR R.L.S. NUMBER

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

ENGINEER REGISTRATION NUMBER

ENGINEER:

JUAN C. GUERRA, P.E.
GUERRA ENGINEERING
1632 CIRCULO PUERTO
RIO RIDO, AZ 85648
(520) 223-5013
jguerra3032@gmail.com

SURVEYOR:

FRED S. BENEDICT, RLS
BENEDICT LAND SURVEYS
P.O. BOX 485
PATAGONIA, AZ 85624
(520) 987-0280
fbenedict1@aol.com

BASIS OF ELEVATION:

PIMA COUNTY/CITY OF TUCSON
CEODETIC CONTROL 2"BCSM FLUSH
IS ON CL OF GRANNEN RD. IN FRONT
OF HOUSE 3351 WEST GORET RD.,
POINT 71.55, R13E, Y07', BEING
2371.62' (NAVD88).

BASIS OF BEARING:

BETWEEN FOUND MONUMENTS ON
GRANNEN ROAD PER SILVER HILLS
ESTATES, BK13, PG. 1, BEING
500°07'00"E.

DEVELOPER:

GRANNEN PROPERTIES, LLC
CONTACT: TRACY HARDY
P.O. BOX 86748
TUCSON AZ, 85754
(520) 743-7269

OWNER:

TITLE SECURITY AGENCY LLC, TR 201812-S
CONTACT: DIANE SLOANE
PO BOX 86748
TUCSON AZ, 85754
PHONE: (520) 901-4439

ASSURANCES:

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 201812-S FROM TITLE SECURITY AGENCY, LLC AS RECORDED IN SEQUENCE NO. _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.59 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

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

ATTEST: _____
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

PERMITTING NOTES:

1. REGIONAL FLOOD CONTROL DISTRICT REVIEW OF BUILDING PERMITS FOR LOTS 4 THROUGH 9 PRIOR TO APPROVAL OF THE PERMITS. FLOODPLAIN USE PERMITS MAY BE REQUIRED FOR SITE WORK WITHIN A FLOODPLAIN, EROSION HAZARD SETBACK OR RIPARIAN HABITAT.
2. ALL EXISTING DRAINAGE FLOW PATHS IN COMING FROM OUTSIDE SOURCES TO THIS SITE (EXISTING OFF SITE) TO REMAIN UNDISTURBED, OR DIVERTED IN TO THE SITE IN A SIMILAR FLOW PATTERN (SEE DRAINAGE REPORT FOR THIS PROJECT).
3. RETENTION AND DETENTION REQUIREMENTS FOR THIS PLAT WILL BE MET BY ON-LOT RETENTION IN ACCORDANCE WITH THE TENTATIVE PLAT AND APPROVED DRAINAGE REPORT. BUILDING PERMIT SITE PLANS SHALL SHOW THE LOCATION, GRADING AND VOLUME OF PROPOSED RETENTION AREAS. THE RETENTION AREAS SHALL NOT BE ALTERED WITHOUT REGIONAL FLOOD CONTROL DISTRICT REVIEW AND APPROVAL.

RECORDING:

STATE OF ARIZONA } S.S.:
PIMA COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF
_____ ON THIS _____ DAY OF _____
20____ IN SEQUENCE NO. _____ PIMA COUNTY RECORDS.

PIMA COUNTY RECORDER DATE

DEDICATIONS:

I, 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.

I, 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, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

I, HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF DRAINAGE FACILITIES, DETENTION BASINS, CHANNELS OR OTHER NECESSARY DRAINAGE INFRASTRUCTURE. I 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 THE INSTALLATION AND MAINTENANCE 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, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201812-S, ONLY AND NOT OTHERWISE.

BY: Diane L. Sloane ITS: TRUST OFFICER
DIANE L. SLOANE

STATE OF ARIZONA } S.S.:
PIMA COUNTY

ACKNOWLEDGE BEFORE ME ON THIS 20th DAY OF May, 2019, BEFORE ME PERSONALLY DIANE SLOANE, WHO ACKNOWLEDGED HERSELF TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, AND THAT AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

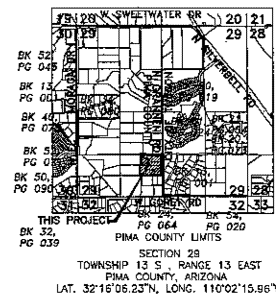
IN WITNESS WHEREOF, I HAVE HEREIN SET MY HAND AND OFFICIAL SEAL

ASD
NOTARY PUBLIC



PURSUANT TO SECTION 33-404, ARS, THE NAMES AND ADDRESSES OF THE BENEFICIARY AS DISCLOSED BY THE RECORDS OF SAID TRUST IS AS FOLLOWS:

TRACY HARDY
P.O. BOX 86748
TUCSON AZ, 85754
(520) 743-7269



LEGEND

- BCSM BRASS CAP SURVEY MONUMENT
- FOUND SURVEY MONUMENT
- BM BENCH MARK LOCATION
- BRASS CAP SURVEY MONUMENTS TO BE SET
- FOUND SET PIN
- PIN CORNER TO BE SET
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EXISTING EASEMENT
- FEMA FLOOD PLAIN LIMIT
- NATURAL UNDISTURBED OPEN SPACE

KEYNOTES

- ① 100 YR. FEMA FLOODPLAIN LIMITS BY THIS PLAT
- ② EROSION HAZARD SETBACK BY THIS PLAT
- ③ RIPARIAN AREA LIMITS BY THIS PLAT
- ④ NATURAL UNDISTURBED OPEN SPACE BY THIS PLAT
- ⑤ 10' UTILITY EASEMENT BY THIS PLAT
- ⑥ 10' ELECTRIC EASEMENT BY THIS PLAT
- ⑦ DRAINAGE EASEMENT AS NOTED BY THIS PLAT

FINAL PLAT

MILLER'S PUESTO LOTS 1-9,
COMMON AREA 'A' (PRIVATE STREET), AND
COMMON AREA 'B' (30' INGRESS/EGRESS)
BEING A RE-SUBDIVISION OF MILLER'S PUESTO LOTS
1-8 RECORDED IN BOOK 37 OF MAPS, PG. 85

A PARCEL LAYOUT PROJECT,
LYING WITHIN LIMITS OF SEC. 29, T 13 S, R 13 E,
PIMA COUNTY, ARIZONA

P18FP00028

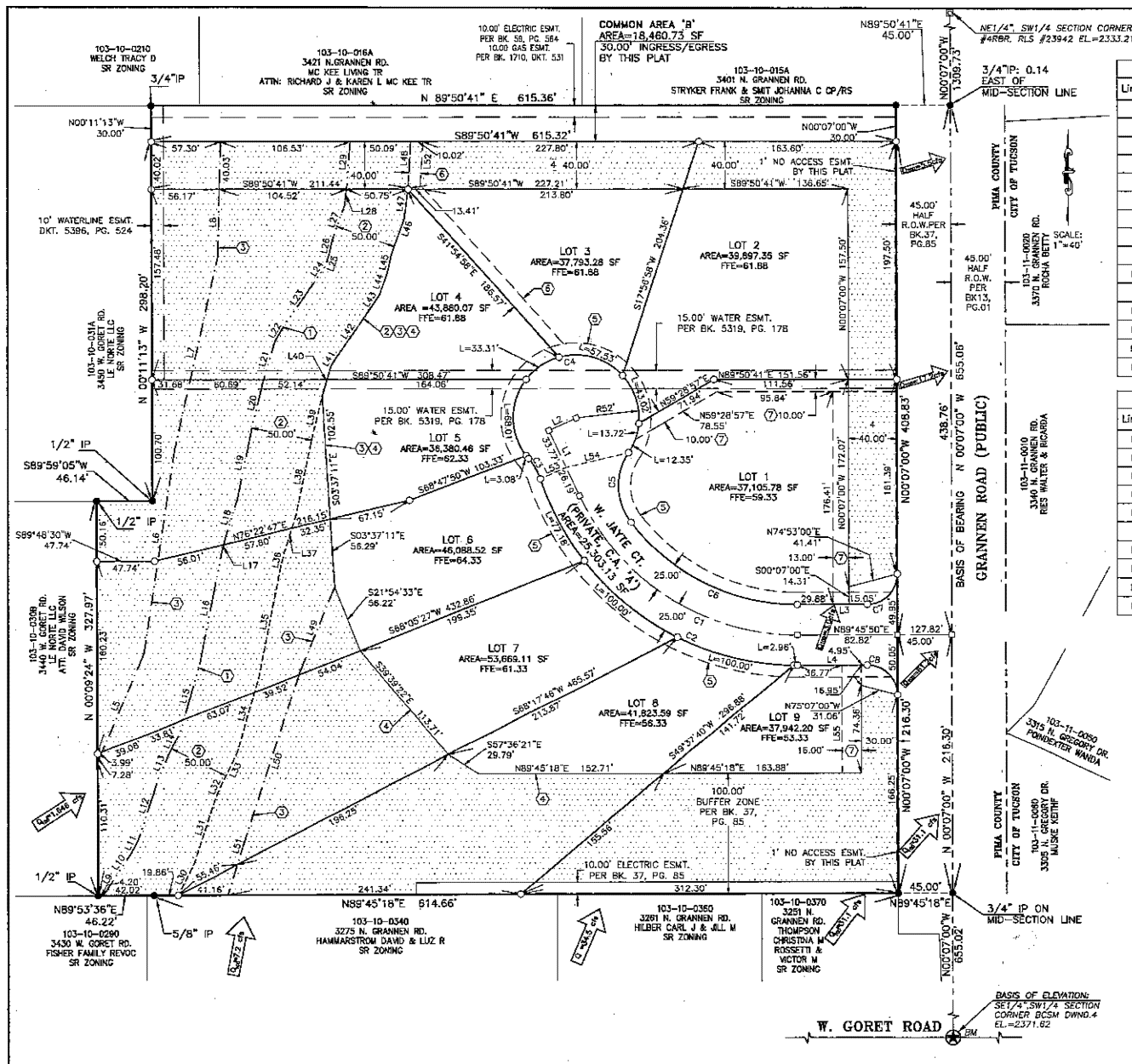
CO-12-61-58

CO-9-81-147

P17TP00004

SHEET 1 OF 2

BOOK PAGE



LINE AND CURVE TABLES

Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	59.95'	N25°00'17"W	L17	13.84'	N13°50'53"E	L31	57.88'	N18°13'32"E
L2	25.00'	N64°58'43"E	L18	33.61'	N17°05'13"E	L32	13.74'	N24°23'02"E
L3	57.93'	S89°45'50"W	L19	61.51'	N11°29'13"E	L33	26.69'	N26°17'06"E
L4	57.72'	N89°45'50"E	L20	40.05'	N13°36'58"E	L34	66.60'	N15°39'01"E
L5	99.51'	N22°45'51"E	L21	33.39'	N16°18'22"E	L35	91.80'	N11°12'21"E
L6	171.17'	N08°34'16"E	L22	15.44'	N30°24'24"E	L36	11.27'	N13°50'53"E
L7	161.81'	N12°38'20"E	L23	49.04'	N34°54'19"E	L37	34.64'	N17°05'13"E
L8	97.05'	N01°25'48"E	L24	8.46'	N33°41'24"E	L38	63.03'	N11°29'13"E
L9	17.43'	N32°18'16"E	L25	9.59'	N19°01'32"E	L39	37.94'	N13°36'58"E
L10	25.64'	N34°16'16"E	L26	15.74'	N12°22'51"E	L40	26.03'	N16°18'22"E
L11	11.71'	N26°58'31"E	L27	28.84'	N19°30'09"E	L41	7.30'	N30°24'24"E
L12	56.75'	N18°13'32"E	L28	16.27'	N08°23'54"E	L42	47.61'	N34°54'19"E
L13	17.26'	N24°23'02"E	L29	35.34'	N04°01'38"E	L43	16.43'	N33°41'24"E
L14	22.86'	N26°17'06"E	L30	30.12'	N26°35'50"E	L44	18.92'	N19°01'32"E
L15	60.01'	N15°39'01"E				L45	15.53'	N12°22'51"E

Line #	Length	Direction	Curve #	Length	Radius	Delta
L46	31.27'	N19°30'09"E	C1	225.42'	198.00'	65°13'53"
L47	25.02'	N07°21'40"E	C2	280.14'	223.00'	71°56'36"
L48	40.08'	N03°22'06"E	C3	19.74'	50.00'	22°37'08"
L49	75.07'	S22°07'01"W	C4	231.02'	52.00'	25°43'32"
L50	155.49'	S17°53'13"W	C5	62.33'	50.00'	71°25'41"
L51	40.85'	S17°13'00"W	C6	158.43'	173.00'	52°28'24"
L52	36.52'	N03°22'06"E	C7	39.22'	25.00'	89°52'50"
L53	23.46'	N64°58'43"E	C8	39.32'	25.00'	90°07'11"
L54	53.12'	N76°33'26"E				
L55	91.31'	S00°07'00"E				

KEYNOTES

- 100 YR. FEMA FLOODPLAIN LIMITS BY THIS PLAT
- EROSION HAZARD SETBACK BY THIS PLAT
- RIPARIAN AREA LIMITS BY THIS PLAT
- NATURAL UNDISTURBED OPEN SPACE BY THIS PLAT
- 10' UTILITY EASEMENT BY THIS PLAT
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FINAL PLAT

MILLER'S PUESTO LOTS 1-9,
COMMON AREA 'A' (PRIVATE STREET), AND
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BEING A RE-SUBDIVISION OF MILLER'S PUESTO LOTS
1-8 RECORDED IN BOOK 37 OF MAPS, PG. 85

A PARCEL LAYOUT PROJECT,
LYING WITHIN LIMITS OF SEC. 28, T. 13 S, R. 13 E.
PIMA COUNTY, ARIZONA

P18FP00028
CO-12-81-58
CO-9-81-147 P17TP00004

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P18FP00028

THIS AGREEMENT is made and entered into by and between Grannon Properties, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201812-S; 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 MILLERS PUESTO Lots 1-9, COMMON AREA 'A' (PRIVATE STREET), AND COMMON AREA 'B' (30' INGRESS/EGRESS) recorded in Sequence number _____ on the _____ day of _____, 2021, 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 _____, 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Gannon Properties, LLC, an Arizona limited liability company

Chair, Board of Supervisors

By: _____

Tracy G. Hardy

Its: Managing Member

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201812-S, and not in its corporate capacity

Clerk of the Board

By: _____

Its: Trust Officer

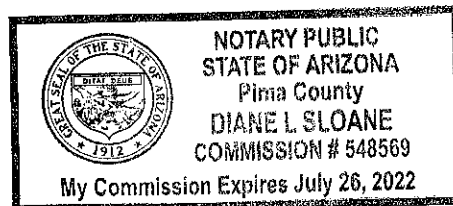
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 11/16 day of May, 2021, by Tracy G. Hardy, as Managing Member of Gannon Properties, LLC ("Subdivider"), a Arizona limited liability company, on behalf of the corporation.

My Commission Expires:

7/26/22

STATE OF ARIZONA)
County of Pima)



The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as Trust Officer of Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), on behalf of the corporation, as trustee under trust number 201812-S.

Notary Public

My Commission Expires:

COMMON AREA "A"

A PRIVATELY MAINTAINED EASEMENT FOR INGRESS, EGRESS WITHIN THE PROPOSED RESUBDIVISION
OF MILLERS PUESTO

LEGAL DESCRIPTION

Easement located within a portion of the South Half (S1/2) of Section 29, Township 13 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona. Being that subdivision plat recorded in Book 37 at Page 085 named Millers Puesto and said easement being more particularly described as follows:

COMMENCING at the south quarter corner of Section 29, found monument is a brass cap in the centerline of West Goret Road from whence the center of section 29 (1/2" rebar) bears N 00°07'00"W (basis of bearing) at a distance of 2619.81 feet;

THENCE N00°07'00"W, (Plat & Measured) a distance of 655.02' (654.68'-PLAT) to a found ¾" rebar being the southeast corner of MillersPuesto;

THENCE S89°45'18"W, a distance of 45.00' to the southwest corner of Wilma Dell Road;

THENCE N 00°07'00" W along and upon the west line of Wilma Dell Road, a distance of 166.25' to the point of curvature of a tangent curve, concave to the southwest and being the POINT OF BEGINNING;

THENCE northwest along the arc of said curve, to the left, having a radius of 25.00' and a central angle of 90°07'10" for an arc distance of 39.32' to the point of tangency;

THENCE S 89°45'50" W, a distance of 57.72' to the point of curvature of a non-tangent curve, concave to the northeast;

THENCE west and northwesterly along the arc of said curve, to the right, having a radius of 223.00' and a central angle of 71°58'36" for an arc distance of 280.14' to the point of curvature of a reverse curve concave to the west;

THENCE northerly along the arc of said curve, to the left, having a radius of 50.00' and a central angle of 22°37'08" for an arc distance of 19.74' to the point of curvature of a reverse curve concave to the north, having a radial bearing of S49°07'18"W through said point;

THENCE northerly, easterly and southerly along the arc of said curve, to the right, having a radius of 52.00' and a central angle of 254°32'37" for an arc distance of 231.02' to the point of curvature of a reverse curve concave to the east;

COMMON AREA "A" (continued)

2 of 3

THENCE southerly along the arc of said curve, to the left, having a radius of 50.00' and a central angle of 71°25'41" for an arc distance of 62.33' to the point of curvature of a compound curve concave to the north;

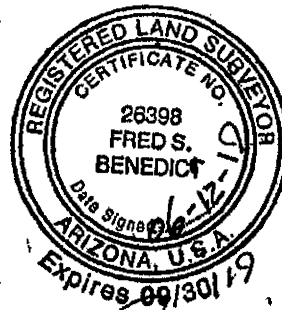
THENCE easterly along the arc of said curve, to the left, having a radius of 173.00' and a central angle of 52°28'24" for an arc distance of 158.43' to the point of tangency;

THENCE N 89°45'50" E, a distance of 57.93' to the point of curvature of a tangent curve, concave to the northwest;

THENCE northeasterly along the arc of said curve, to the left, having a radius of 25.00' and a central angle of 89°52'50" for an arc distance of 39.22' to the point of tangency;

THENCE S 00°07'00" E along and upon the west line of Wilma Dell Road, a distance of 100.00' to the POINT OF BEGINNING

Fred Benedict
Certificate no. 26398
September 3, 2018
June 12, 2019



MILLERS PUESTO
LOTS 1 THRU 9

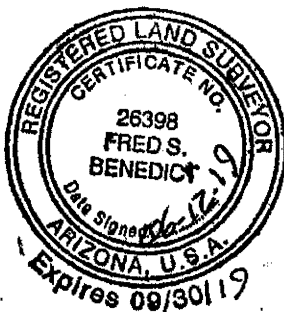
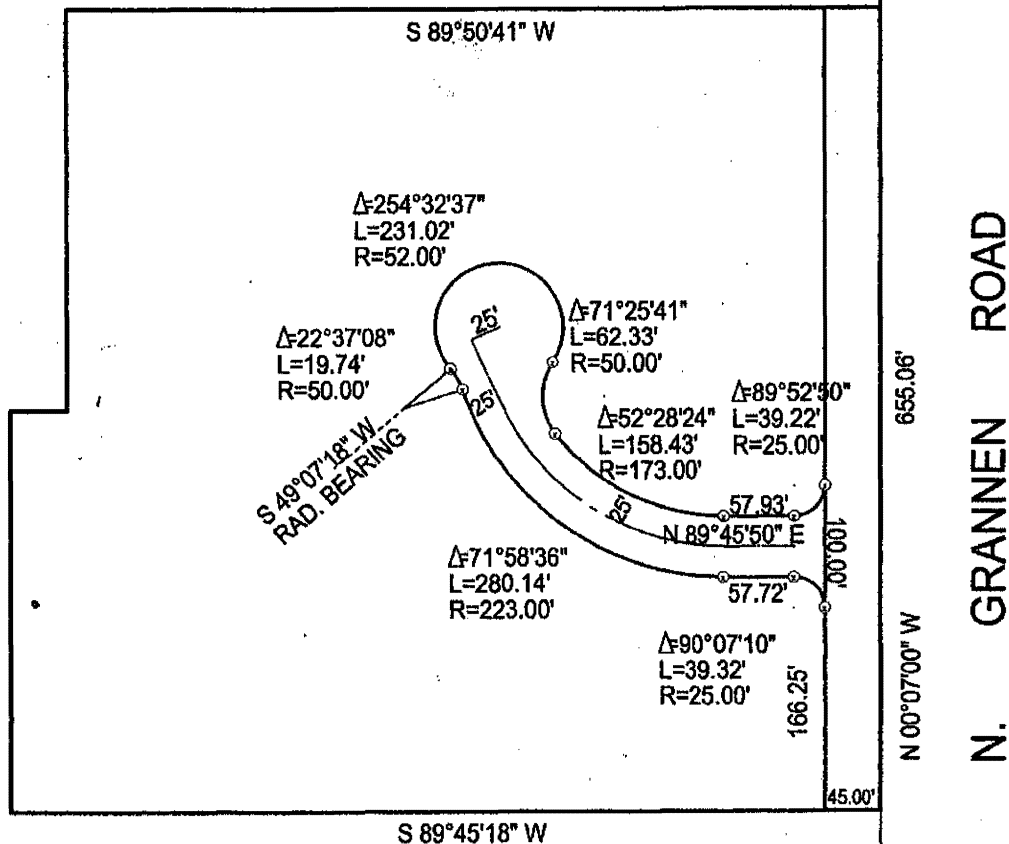
3 OF 3

BEING THE NE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 29 & PART OF THE
S 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 29, TOWNSHIP 13 S,
RANGE 13 E, G&SRB&M, PIMA COUNTY, STATE OF ARIZONA AND RECORDED
IN BOOK 37 AT PAGE 085.

DEPICTION OF COMMON AREA "A", AN EASEMENT FOR
INGRESS, EGRESS WITHIN THE PROPOSED
RESUBDIVISION OF MILLERS PUESTO

1" = 150'

SEC 29
MID-SEC LINE



06-12-2019
09-03-2018
FRED BENEDICT

W. GORET ROAD

S 1/4 COR SEC 29
BRASS CAP

COMMON AREA "B"

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES WITHIN A PORTION OF THE PROPOSED
RESUBDIVISION OF MILLERS PUESTO LOTS 1 THRU 9

LEGAL DESCRIPTION

Easement located within a portion of the South Half (S1/2) of Section 29, Township 13 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona. Being that subdivision plat recorded in Book 37 at Page 085 named Millers Puesto and said easement being more particularly described as follows:

COMMENCING at the south quarter corner of Section 29, found monument is a brass cap in the centerline of West Goret Road from whence the center of section 29 (1/2" rebar) bears N 00°07'00"W (basis of bearing) at a distance of 2619.81 feet;

THENCE N00°07'00"W, (Plat & Measured) a distance of 655.02' (654.68'-PLAT) to a found ¾" rebar being the southeast corner of Millers Puesto and being the southeast corner of Wilma Dell Road;

THENCE N 00°07'00" W along and upon the east line of Wilma Dell Road, a distance of 655.06' to the northeast corner of Millers Puesto;

THENCE S89°50'41"W along and upon the north line of Millers Puesto, a distance of 45.00' to the POINT OF BEGINNING;

THENCE S89°50'41"W along and upon the north line of Millers Puesto, a distance of 615.36' to the northwest corner of Millers Puesto;

THENCE S 00°11'13" E along and upon the west line of Millers Puesto, a distance of 35.00';

THENCE N 89°50'41" E, a distance of 615.32';

THENCE N 00°07'00" W, a distance of 35.00' to the POINT OF BEGINNING.

Fred Benedict
Certificate no. 26398
August 25, 2018
June 8, 2019
June 12, 2019



MILLERS PUESTO
LOTS 1 THRU 9 AND COMMON
AREA "B"

DOT # 10
EASEMENT

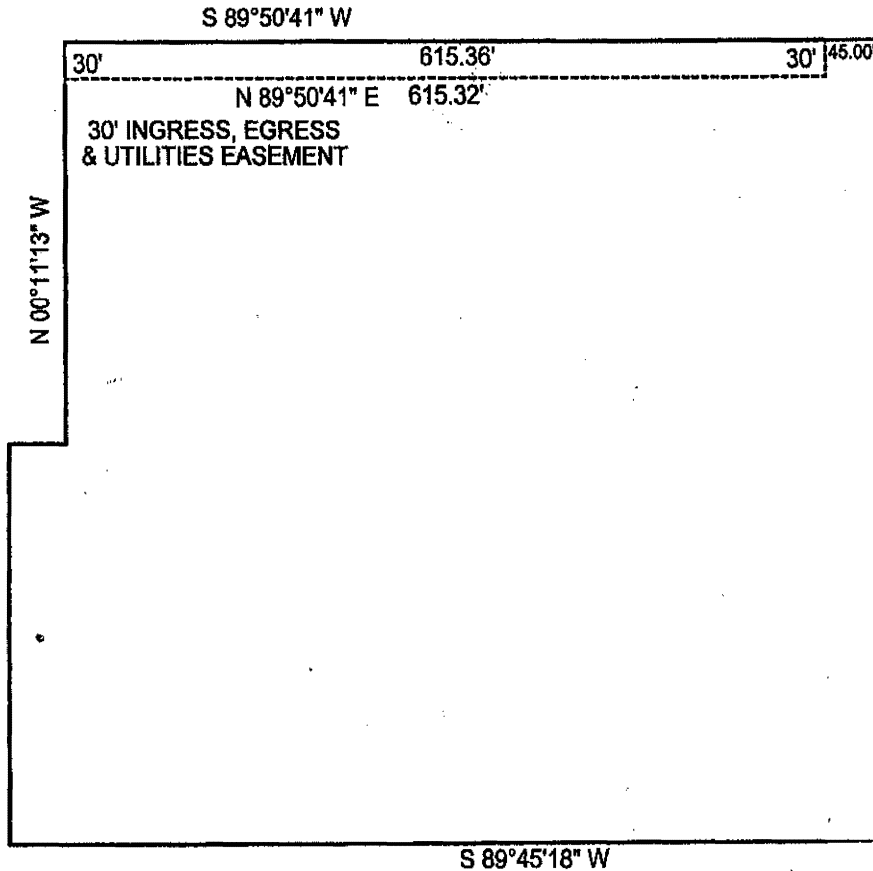
BEING THE NE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 29 & PART OF THE
S 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 29, TOWNSHIP 13 S,
RANGE 13 E, G&SRB&M, PIMA COUNTY, STATE OF ARIZONA AND RECORDED
IN BOOK 37 AT PAGE 085.

2 OF 2

DEPICTION OF COMMON AREA "B", AN EASEMENT FOR INGRESS,
EGRESS & UTILITIES WITHIN THE PROPOSED RESUBDIVISION
OF MILLERS PUESTO

1" = 150'

SEC 29
MID-SEC LINE



08-25-2018
FRED BENEDICT
REV-06-08-2019
REV-08-12-2019

W. GORET ROAD