



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: October 18, 2016

**Title:** Final Plat (P16FP00008) Del Webb At Rancho Del Lago, Block 30, Lots 1-21 & Common Areas "A", "B" & "C"

**Introduction/Background:**

Final Plat process to create a legally subdivided property.

**Discussion:**

N/A

**Conclusion:**

N/A

**Recommendation:**

Staff recommends approval.

**Fiscal Impact:**

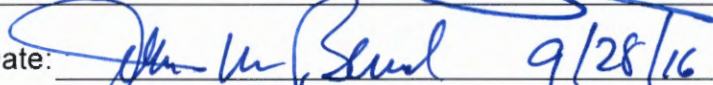
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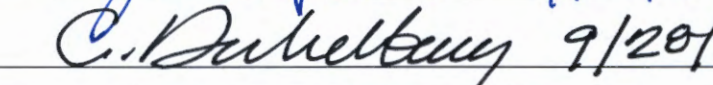
**Board of Supervisor District:**

1       2       3       4       5       All

Department: Development Services Telephone: 724-6490

Department Director Signature/Date: 

Deputy County Administrator Signature/Date:  9/28/16

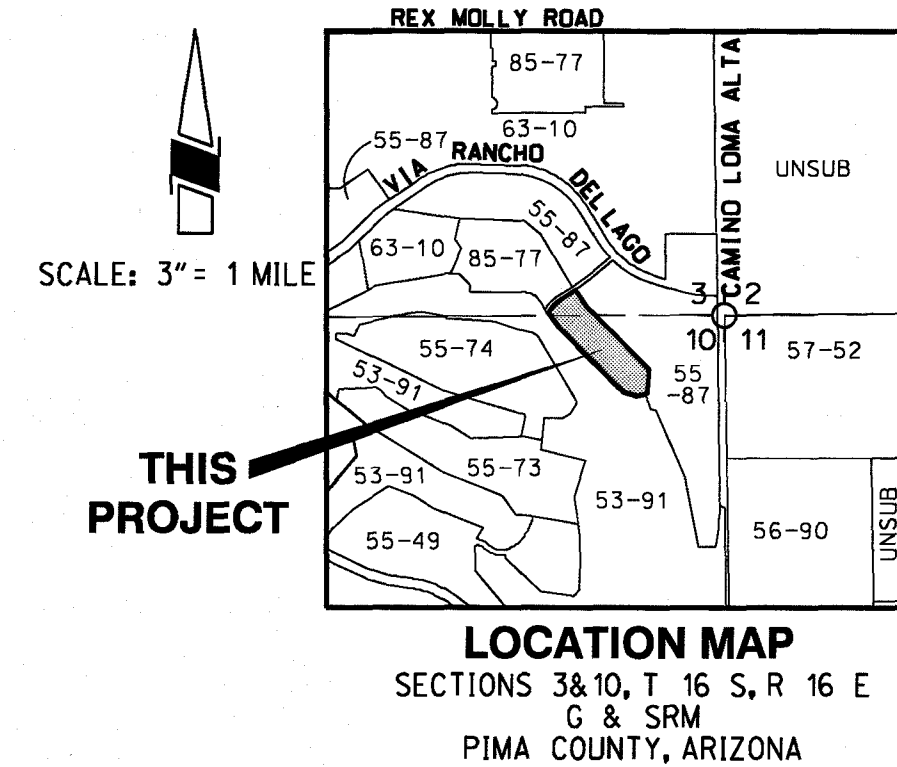
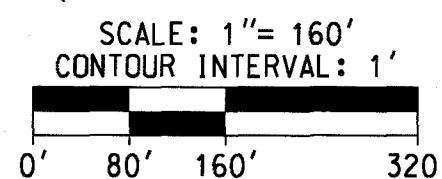
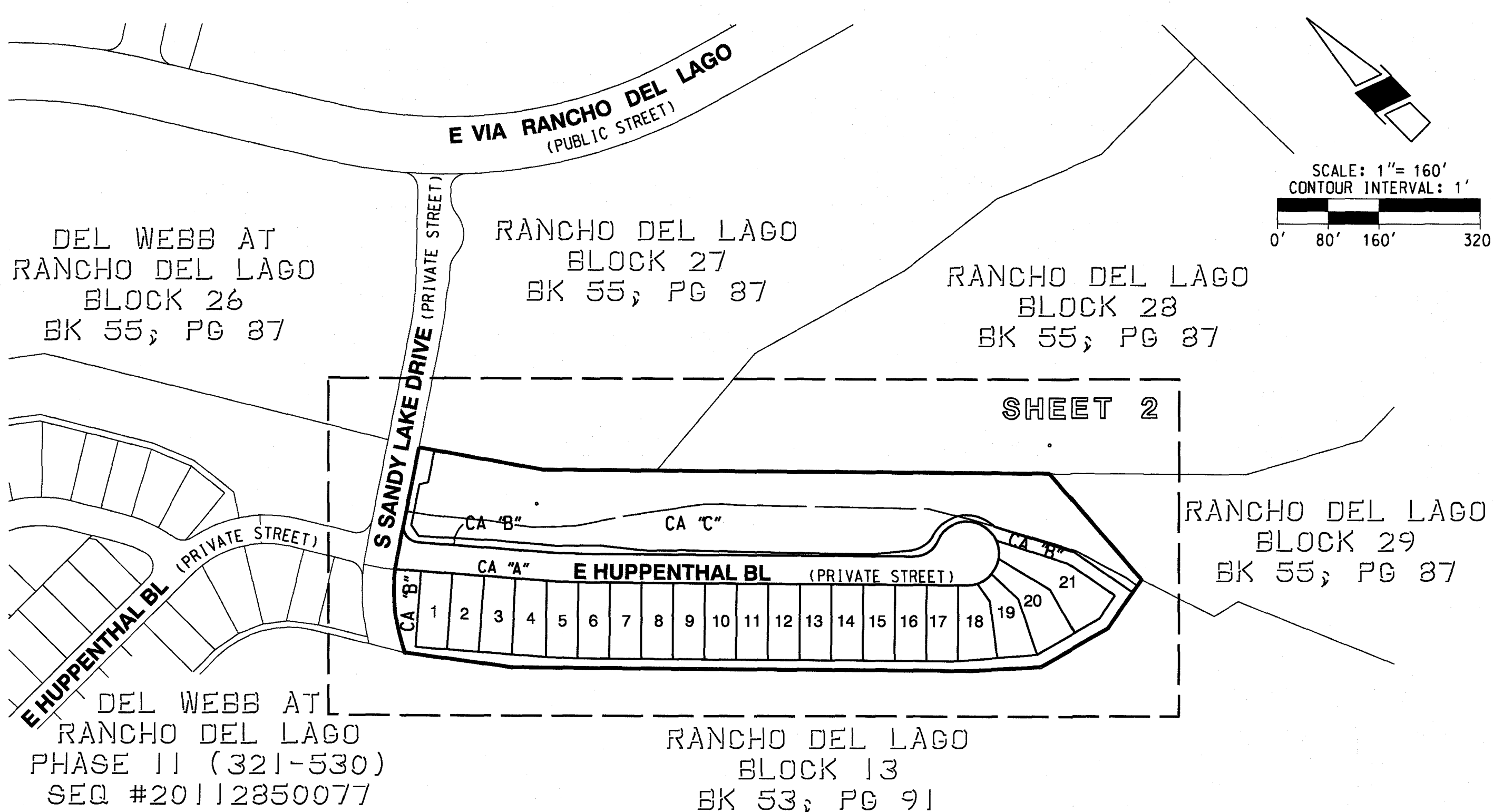
County Administrator Signature/Date:  9/20/16

**GENERAL NOTES**

- TOTAL MILES OF NEW PRIVATE STREETS IS 0.18.
- THE GROSS AREA OF THIS PLAT IS 7.9 ACRES.
- THE TOTAL NUMBER OF LOTS IS 21.
- THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- THE BASIS OF BEARING FOR THIS PROJECT IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AS MONUMENTED BY A LEAD CAPPED PIPE AT THE EAST ONE QUARTER CORNER OF SAID SECTION 3 AND BY ANOTHER LEAD CAPPED PIPE AT THE SOUTHEAST CORNER OF SAID SECTION 3, AS SHOWN ON THE PLAT OF RANCHO DEL LAGO, RECORDED IN BOOK 55 OF MAPS AND PLATS AT PAGE 87; SAID BEARING BEING: SOUTH 0°43'37" EAST.
- INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.

**PERMITTING NOTES**

- CONDITIONALLY APPROVED ZONING IS SPECIFIC PLAN (SP).
- DEVELOPMENT STANDARDS FOR MDR:
  - AVERAGE LOT AREA/UNIT: 6,000 SF
  - MAX LOT COVERAGE: 50% (60% FOR SINGLE STORY)
  - MAX BUILDING HT: 30'
  - INDIV. LOT SETBACK:
    - FRONT: 20' OR 10' WITH SIDE OR REAR ENTRY GARAGE
    - SIDE: 10' (TOTAL COMBINED)
    - REAR: 10' OR 0' WITH REAR ENTRY GARAGE
- THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS VAIL VALLEY RANCH SPECIFIC PLAN CONDITIONS FOUND IN ORDINANCE 1989-130 (CASE NUMBER C023-89-01) AS APPROVED ON SEPTEMBER 12, 1989 AND ORDINANCE 1998-14 (FIRST AMENDED BY CASE NUMBER C023-97-01) AS APPROVED ON FEBRUARY 3, 1998 AND AUGUST 15, 2005 (SECOND AMENDMENT).
- GROSS DENSITY IS 2.7 RAC.
- FRONT ENTRY GARAGES SHALL BE SETBACK A MINIMUM OF 20 FEET FROM THE PROPERTY LINE.
- MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENT SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED FLOOR GRADE OF THE ROADWAY SURFACE.
- THIS FINAL PLAT IS SUBJECT TO THE APPROVED NATIVE PLANT PRESERVATION AND LANDSCAPE PLANS.
- THE AMOUNT OF XERORIPARIAN CLASS "C" HABITAT DISTURBED ON SITE DOES NOT REQUIRE A RIPARIAN HABITAT MITIGATION PLAN.



**LEGEND**

SYMBOL	ITEM
⊗	2" BRASS CAP SURVEY MONUMENT PER DEL WEBB AT RANCHO DEL LAGO BLOCK 26 FINAL PLAT
○	FOUND 1/2" REBAR WITH ID TAG, RLS 17479 (OR AS NOTED)
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 6)
⊠	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
★	ACCESS SIDE (FOR ADDRESSING PURPOSES ONLY)
(RAD)	INDICATES BEARING IS RADIAL
SVT	SIGHT VISIBILITY TRIANGLE
(R)	RECORD
(M)	MEASURED
(C)	CALCULATED
14, 13 24, 23	SECTION CORNER
23	LOT NUMBER
---	EXIST R/W
---	SECTION LINE
---	SUBDIVISION BOUNDARY
---	LOT LINE
---	CENTERLINE
---	EASEMENT BOUNDARY
---	BUILDING EROSION HAZARD SETBACK LIMIT
---	PROPOSED 100-YEAR REGULATORY FLOODPLAIN LIMIT
---XC---	XERORIPARIAN CLASS C HABITAT LIMITS
---	BUFFERYARD LIMITS
→	FLOW ARROW FOR
Q <sub>100</sub> = 150 cfs	FLOW DISCHARGE Q <sub>100</sub> = DISCHARGE

**DEDICATION**

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM THE ONLY PARTY HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND I CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

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

I, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY REGIONAL 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 REASONS OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD, OR RAINFALL.

COMMON AREAS AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THE MASTER PLANNED COMMUNITY OF RANCHO DEL LAGO AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS. TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN RANCHO DEL LAGO COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (THE "MASTER ASSOCIATION"), AS ESTABLISHED BY THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RANCHO DEL LAGO RECORDED AS DOCKET 11645, PAGE 1221, AND BY THE ANNEXATION TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN SEO #2016. THE MASTER ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR ALL COMMON AREAS AND PRIVATE EASEMENTS THEREIN.

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 10756, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

**ACKNOWLEDGEMENT**

STATE OF ARIZONA } SS.

COUNTY OF PIMA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF September, 2016, BY MARTHA L. HILL OF FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 10756, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

2-6-2017  
NOTARY PUBLIC MY COMMISSION EXPIRES

**BENEFICIARY**

PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARY OF TRUST NO. 10756 IS:

VAIL VALLEY JOINT VENTURE, AN ARIZONA GENERAL PARTNERSHIP  
1010 NORTH FINANCE CENTER DRIVE, #100  
TUCSON, AZ 85710

**ASSURANCES**

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 10756 FROM FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS RECORDED IN SEO #2016, 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, ROBIN BRIGODE, 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 \_\_\_\_\_, 2016.

CLERK, BOARD OF SUPERVISORS DATE

**RECORDING**

SEO: #2016 \_\_\_\_\_  
FEE: \_\_\_\_\_

STATE OF ARIZONA } SS.  
COUNTY OF PIMA

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.  
DATE \_\_\_\_\_  
TIME \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN  
F. ANN RODRIGUEZ, COUNTY RECORDER

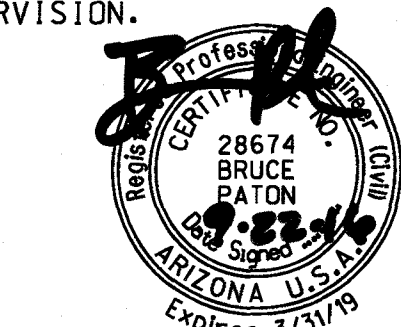
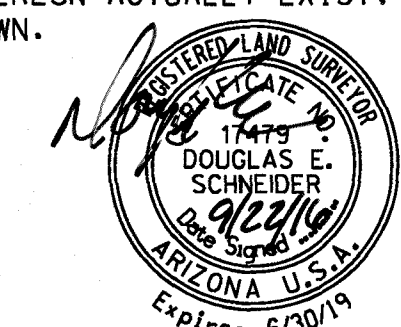
BY: \_\_\_\_\_ DEPUTY

P16FP00008  
P15TP00006  
P1200-026  
C023-97-01  
C023-89-01  
C07-97-11

**CERTIFICATION OF SURVEY**

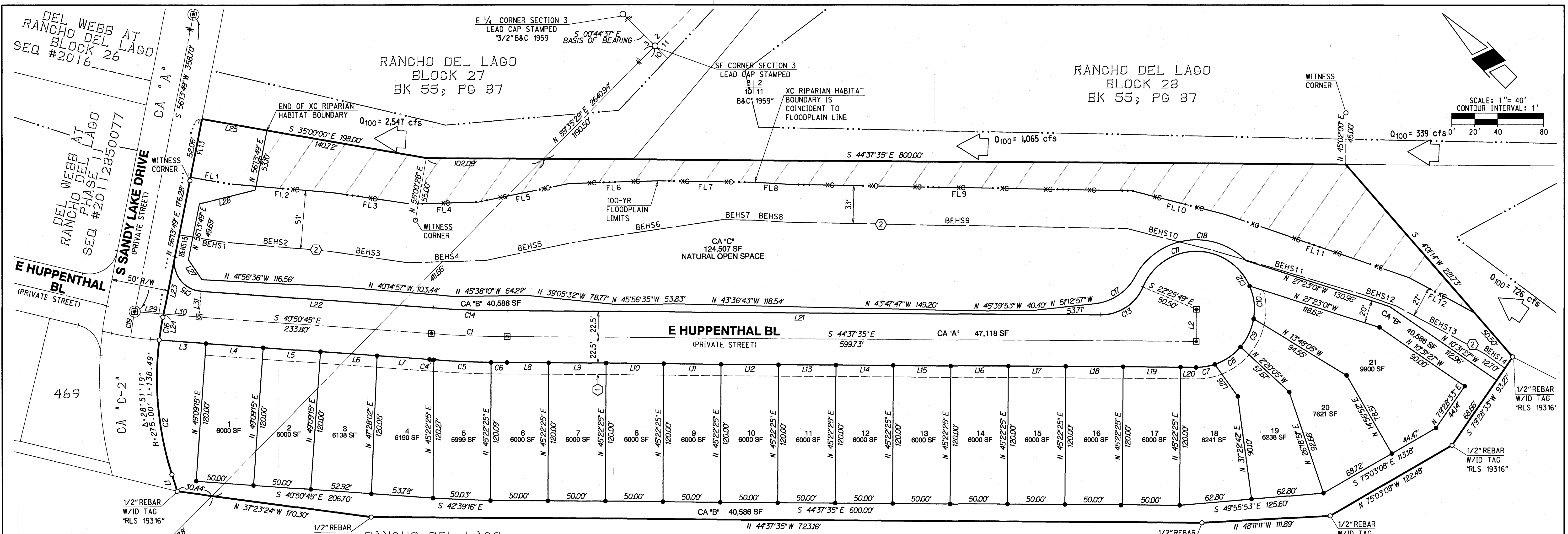
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

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



**FINAL PLAT FOR  
DEL WEBB AT  
RANCHO DEL LAGO  
BLOCK 30**

LOTS 1 - 21 & COMMON AREAS "A", "B" & "C"  
COMMON AREA "A": PRIVATE STREET, COMMON AREA "B": LANDSCAPE AND DRAINAGE,  
COMMON AREA "C": NATURAL OPEN SPACE, BEING A RESUBDIVISION OF BLOCK 30 OF RANCHO DEL LAGO BLOCK, A SUBDIVISION OF PIMA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 55 OF MAPS AND PLATS, PAGE 87.



KEYNOTES

- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PUBLIC UTILITY COMPANIES AND PIMA COUNTY BY FINAL PLAT
- ② BUILDING EROSION HAZARD SETBACK LINE

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 27°22'30" E	15.16
L2	S 45°22'25" E	28.00
L3	S 40°50'45" E	40.74
L4	S 40°50'45" E	50.00
L5	S 40°50'45" E	50.00
L6	S 40°50'45" E	49.38
L7	S 40°50'45" E	45.72
L8	S 44°37'35" E	36.24
L9	S 44°37'35" E	50.00
L10	S 44°37'35" E	50.00
L11	S 44°37'35" E	50.00
L12	S 44°37'35" E	50.00
L13	S 44°37'35" E	50.00
L14	S 44°37'35" E	50.00
L15	S 44°37'35" E	50.00
L16	S 44°37'35" E	50.00
L17	S 44°37'35" E	50.00
L18	S 44°37'35" E	50.00
L19	S 44°37'35" E	50.00
L20	S 44°37'35" E	13.49
L21	S 44°37'35" E	516.40
L22	N 40°50'45" W	202.71
L23	S 56°13'49" W	50.63
L24	S 56°13'49" W	2.83
L25	S 35°00'00" W	57.28
L26	N 1°09'22" S	34.24
L27	N 1°09'22" S	20.88
L28	S 58°55'02" E	50.01
L29	S 40°13'45" E	25.16
L30	S 40°13'45" E	31.05
L31	N 49°09'15" E	22.50

CURVE DATA TABLE

CURVE	DELTA	RADIUS	ARC
C1	3°46'50"	1000.00	65.98
C2	24°39'59"	275.00	118.39
C3	NOT USED	NOT USED	NOT USED
C4	0°12'20"	1022.50	3.67
C5	2°48'15"	1022.50	50.04
C6	0°46'16"	1022.50	13.76
C7	18°55'51"	50.50	16.69
C8	31°00'38"	50.50	27.33
C9	33°07'28"	50.50	29.20
C10	133°43'39"	50.50	117.87
C11	247°48'14"	50.50	218.41
C12	67°48'14"	39.50	46.74
C13	3°46'50"	977.50	64.50
C14	97°04'34"	25.00	42.36
C15	4°11'19"	275.00	20.10
C16	55°47'12"	45.00	43.81
C17	107°46'16"	60.50	113.80
C18	4°17'38"	300.00	22.48

EROSION HAZARD SETBACK DATA TABLE

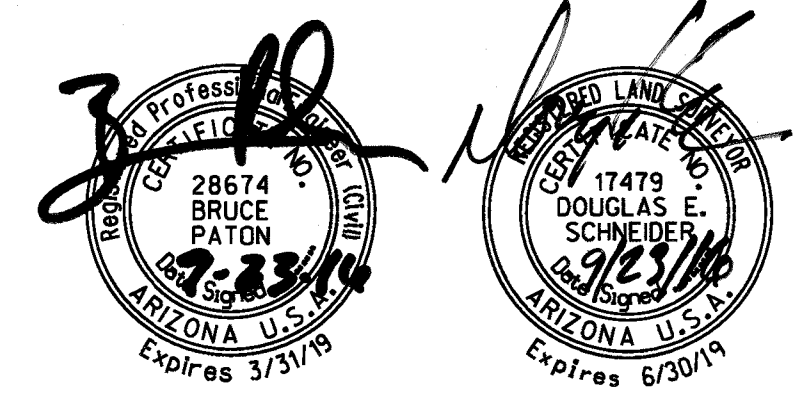
NAME	DIRECTION	LENGTH
BEHS1	S 35°51'49" E	39.25
BEHS2	S 39°56'41" E	89.78
BEHS3	S 36°41'45" E	71.87
BEHS4	S 46°49'35" E	67.41
BEHS5	S 56°31'40" E	79.96
BEHS6	S 53°45'14" E	128.48
BEHS7	S 44°17'02" E	27.69
BEHS8	S 41°38'20" E	29.72
BEHS9	S 43°53'27" E	295.39
BEHS10	S 30°52'00" E	77.58
BEHS11	S 28°40'21" E	134.29
BEHS12	S 26°06'43" E	32.18
BEHS13	S 16°42'54" E	88.08
BEHS14	S 9°12'43" E	20.84
BEHS15	N 56°13'49" E	19.72

FLOODPLAIN DATA TABLE

NAME	DIRECTION	LENGTH
FL1	S 35°51'49" E	35.57
FL2	S 39°56'41" E	89.80
FL3	S 36°41'45" E	68.80
FL4	S 46°49'35" E	58.56
FL5	S 56°31'40" E	79.98
FL6	S 46°46'47" E	77.55
FL7	S 44°17'02" E	84.27
FL8	S 41°38'20" E	29.83
FL9	S 43°53'27" E	298.51
FL10	S 30°52'00" E	82.71
FL11	S 26°06'43" E	169.93
FL12	S 16°42'54" E	65.02
FL13	N 56°13'49" E	52.06

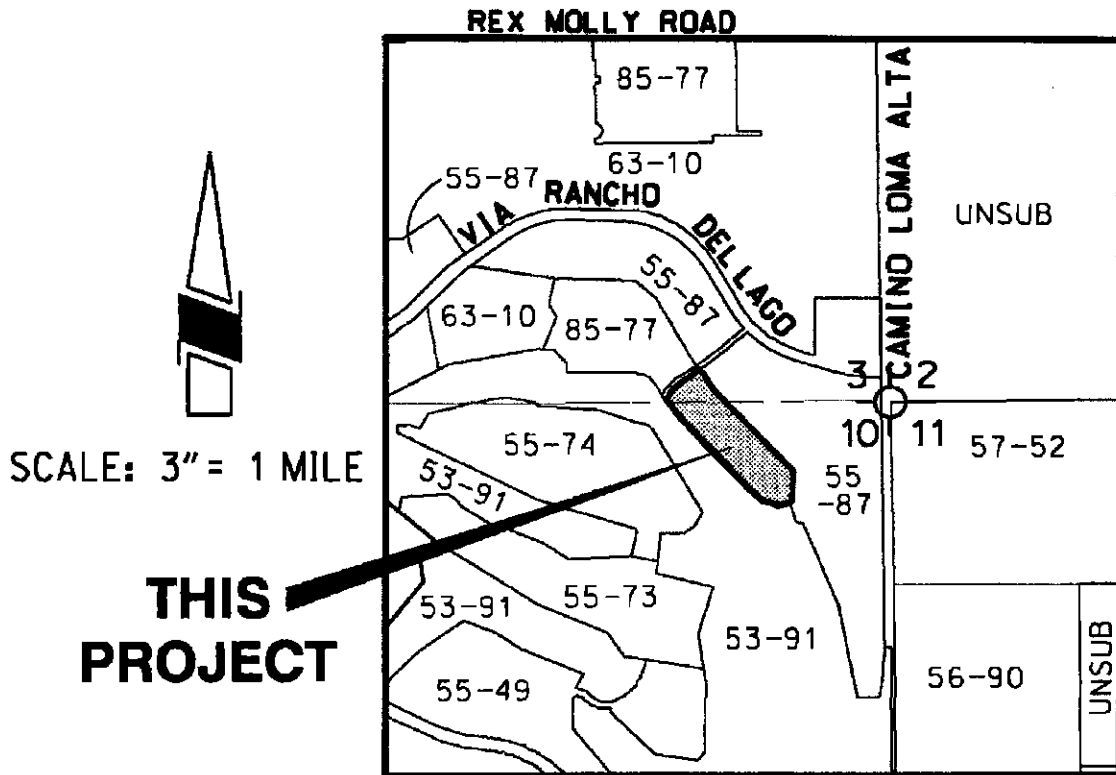
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P16FP00008  
 P15TP00006  
 P1200-026  
 C023-97-01  
 C023-89-01  
 C07-97-11

**RICK ENGINEERING COMPANY**  
 3945 EAST FORT LOWELL ROAD - SUITE 111  
 TUCSON, AZ 85712  
 520-795-1000  
 (FAX) 520-322-6956  
 J-4233  
 rickengineering.com



## LOCATION MAP

SECTIONS 3&10, T 16 S, R 16 E  
G & SRM  
PIMA COUNTY, ARIZONA

Final Plat

P16FP0008

Del Webb at Rancho Del Lago

Block 30

Lots 1-21 and Common Areas "A", "B" and "C"

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)**  
[P16FP00008]

THIS AGREEMENT is made and entered into by and between VAIL VALLEY JOINT VENTURE, an Arizona General Partnership or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 10,756; 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 Lots 1 - 21 & Common Areas "A", "B" & "C" of DEL WEBB AT RANCHO DEL LAGO BLOCK 30 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 option A or B 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.

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: VAIL VALLEY JOINT VENTURE, an Arizona joint venture partnership

\_\_\_\_\_  
Chair, Board of Supervisors

by: Vail Valley Associates, LLC., an Arizona limited liability company, Partner

By: \_\_\_\_\_  
*[Signature]*

Its: Manager

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No 10,756, and not in its corporate capacity

\_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
*[Signature]*

Its: TRUST OFFICER

STATE OF ARIZONA )  
County of Pima )

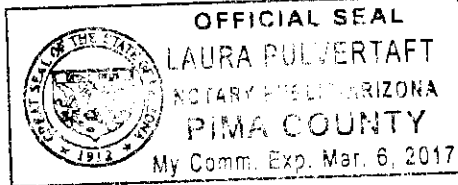
The foregoing instrument was acknowledged before me this 22nd day of September, 2016, by \_\_\_\_\_ of \_\_\_\_\_ by Christopher H. Sheafe, Manager of Vail Valley Associates, LLC, an Arizona limited liability company as Partner of Vail Valley Joint Venture, an Arizona joint venture partnership. ("**Subdivider**"),

\_\_\_\_\_  
*[Signature]*

Notary Public

My Commission Expires:

3-6-2017



STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 22nd day of September, 2016, by \_\_\_\_\_ of \_\_\_\_\_ Martha L. Hill, Trust Officer of Fidelity National Title Agency, Inc., ("**Trustee**"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 10,756.

\_\_\_\_\_  
*[Signature]*

Notary Public

My Commission Expires:

3-6-2017

