



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 4/6/2021

Title: *FINAL PLAT (P20FP00011) HANSON RIDGE, LOTS 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200, BLOCKS "1, 2, & 3" AND COMMON AREAS "A, B, AND C"*



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: 724-9900

Contact: DONNA SPICOLA

Telephone: 724-9513

Department Director

Signature/Date:

Deputy County Administrator

Signature/Date:

County Administrator

Joseph G. G. G. 3/24/2021

[Signature] 3/24/2021

C. R. Rulibay 3/25/21

DEDICATION

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

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS, ASSIGNS, THEIR 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, FLOODING, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR CHANNEL.

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

WE HEREBY AGREE TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION AND MAINTENANCE AND REPLACEMENT OF PUBLIC SEWER SYSTEMS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

ALL COMMON AREAS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVEYANCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE OBTAINED AS EASEMENTS TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION AND MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND UTILITIES, DRAINAGE FACILITIES AND PUBLIC SEWER SYSTEMS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY CONDEMNATION AND RESTRICTIONS RECORDED IN SEQUENCE NO. 2020066-S, AS AMENDED IN SEQUENCE NO. 2020066-S, AND AS AMENDED IN SEQUENCE NO. 2020066-S, IN THE OFFICE OF THE PIMA COUNTY RECORDER.

THIS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AS WELL AS PAGES AND LIABILITY FOR ALL COMMON AREAS WITHIN THE SUBDIVISION.

STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 3758, AND NOT IN ITS CORPORATE CAPACITY (AS TO LOTS 84A-88A, BLOCKS 1-3)

TRUST OFFICER
BENEFICIARY - TRUST #3758
VAL UPRR SOUTH, LLC AND VAL UPRR NORTH, LLC
P.O. BOX 64122, TUCSON, ARIZONA 85728

TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 2020066-S, AND NOT IN ITS CORPORATE CAPACITY (AS TO LOTS 35-55, LOTS 70-95, LOTS 81A-83A)

TRUST OFFICER
BENEFICIARY - TRUST #202066-S
HERITAGE HOMES OF ARIZONA, INC.
3326 N. LA CAJALLA BLVD., TUCSON, ARIZONA 85741

TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 2020066-S, AND NOT IN ITS CORPORATE CAPACITY (AS TO LOTS 1-34, LOTS 100-200, COMMON AREAS "A", "B", AND "C")

TRUST OFFICER
BENEFICIARY - TRUST #202066-S
FORESTAR (USA) REAL ESTATE GROUP, INC.
2221 E. LAMAR BLVD., SUITE 750, ARLINGTON, TX 76010

ACKNOWLEDGMENT - TRUST #3758
STATE OF ARIZONA
COUNTY OF PIMA

ON THIS, THE 23 DAY OF February, 2021, BEFORE ME PERSONALLY APPEARED _____, who acknowledged himself/herself to be the _____ of STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 3758, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE _____, WAS AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: Feb 7, 2023

ACKNOWLEDGMENT - TRUST #202066-S
STATE OF ARIZONA
COUNTY OF PIMA

ON THIS, THE 23 DAY OF February, 2021, BEFORE ME PERSONALLY APPEARED _____, who acknowledged himself/herself to be the _____ of TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 202066-S, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE _____, WAS AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: Feb 7, 2023

ACKNOWLEDGMENT - TRUST #202066-S
STATE OF ARIZONA
COUNTY OF PIMA

ON THIS, THE 23 DAY OF February, 2021, BEFORE ME PERSONALLY APPEARED _____, who acknowledged himself/herself to be the _____ of TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 202066-S, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE _____, WAS AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: Feb 7, 2023

ACKNOWLEDGMENT - TRUST #202066-S
STATE OF ARIZONA
COUNTY OF PIMA

ON THIS, THE 23 DAY OF February, 2021, BEFORE ME PERSONALLY APPEARED _____, who acknowledged himself/herself to be the _____ of TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 202066-S, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE _____, WAS AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: Feb 7, 2023

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 158.2 ACRES.
2. TOTAL AREA OF NEW PUBLIC STREETS IS 2.78 ACRES.
3. TOTAL AREA OF NEW PRIVATE STREETS IS 0.00 ACRES.
4. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSIGNED WATER SUPPLY.
5. IN ADDITION TO THE ITEMS SHOWN ON THE FOLLOWING SHEETS, THIS PROJECT IS SUBJECT TO THE FOLLOWING RELEVANT EASEMENTS:
 - UTILITY EASEMENT PER MISC. RECORDS 5/1/14
 - GAS EASEMENT PER MISC. RECORDS 5/1/15
 - PIPELINE EASEMENT PER DEED 199/204
 - PIPELINE EASEMENT PER DEED 849/252
 - PIPELINE EASEMENT PER DEED 849/251
 - PIPELINE EASEMENT PER DEED 849/251
 - COMMUNICATIONS EASEMENT PER DEED 9041/1021, 1044, 1053, 1082, 1116 AND 1169.

6. ALL SUBDIVISION STREETS WILL BE DESIGNED IN CONFORMANCE WITH THE SUBDIVISION AND DEVELOPMENT STREET STANDARDS.
7. THIS PROJECT IS IMPACTED BY REGULATED RIPARIAN HABITAT AS FORMED ON THE 2005 RIPARIAN CLASSIFICATION MAPS AND SHOWN ON THIS PLAT AND IS SUBJECT TO ORDINANCE NO. 2010-023, TITLE 16 OF THE PIMA COUNTY CODE. SEE ALSO RIPARIAN HABITAT CHART, THIS SHEET.

PERMITTING NOTES

1. THERE WILL BE NO FURTHER SUBDIVISION OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
2. CONDITIONAL ZONING IS CH-5.
3. GROSS DENSITY IS 4.04 RAC FOR LOTS 1 - 200 (EXCLUDING FUTURE BLOCKS 1 - 3).
4. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS RECORDING CONDITIONS AS FOUND IN CASE NUMBER 003-09-01 AS APPROVED ON 1/14/15 AND AMENDED ON 2/12/15. THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS:
 - FLOOD CONTROL DISTRICT CONDITION NO. - INDOOR AND OUTDOOR MEASURES SHALL BE DESIGNED TO MEET THE 15 POINT MANUAL (SEE WATER CONSTRUCTION CHART, TENTATIVE PLAT)
 - NOISE ABATEMENT CONDITION 1.1A - RESIDENTS IN THE FRONT ROW OF LOTS (1-4, 62-66, 145, AND 180-200) ALONG THE NORTHERN BOUNDARY OF THE SITE SHALL BE SUIT TO HAVE AN EXTERIOR BUILDING ENVELOPE SOUND TRANSMISSION CLASS SUCH THAT THE INSIDE NOISE LEVELS THAT ARE DUE TO EXTERIOR NOISE SHALL NOT EXCEED 45 DBA.
 - NOISE ABATEMENT CONDITION 1.1B - WALLS CONSTRUCTED ALONG THE NORTH BOUNDARY OF THE SITE, IN PROXIMITY TO THE ACCESS ROAD, SHALL BE AT LEAST 6" IN HEIGHT.
5. AVERAGE AREA PER DWELLING UNIT IS 5542 SF.
6. PRIOR TO THE RELEASE OF ASSURANCES FOR THE 151ST LOT (EXCLUDING BLOCKS 1, 2, AND 3), THE RECREATION FACILITIES SHALL BE FULLY CONSTRUCTED FOR THE APPROVED RECREATION PLAN.

BASIS OF BEARING

BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 16 EAST, S.8E.34E, PIMA COUNTY, ARIZONA, AS DEFINED BY A 1/2" MESH "J" HATCH AT THE NORTH QUARTER CORNER TO A 1 1/2" ALUMINUM COW STAMPEL "S 1047" AT THE NORTHQUARTER CORNER, SAID BEARING BEING 189°25'18". SEE ALSO DEED ON SHEET #8.

RIPARIAN HABITAT "C" CHART

1. BLOCKS 1 - 3:
 - RIPARIAN HABITAT DISTANCE TO BE ADDRESSED AT THE TIME OF FUTURE DEVELOPMENT OF BLOCKS 1 - 3.
2. LOTS 1 - 200:
 - SET RIPARIAN HABITAT "C" FOR UNDISTURBED RIPARIAN HABITAT (200').
 - RIPARIAN HABITAT AREA IS CONTAINED WITHIN COMMON AREA "A". SEE PLAT PLAN VIEW.

ACKNOWLEDGMENT - TRUST #201827-T

STATE OF ARIZONA
COUNTY OF PIMA

ON THIS, THE 23 DAY OF February, 2021, BEFORE ME PERSONALLY APPEARED _____, who acknowledged himself/herself to be the _____ of TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 201827-T, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE _____, WAS AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: Feb 7, 2023

ACKNOWLEDGMENT - TRUST #201827-T
STATE OF ARIZONA
COUNTY OF PIMA

ON THIS, THE 23 DAY OF February, 2021, BEFORE ME PERSONALLY APPEARED _____, who acknowledged himself/herself to be the _____ of TITLE SECURITY AGENCY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 201827-T, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE _____, WAS AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: Feb 7, 2023

RECORDING DATA

SEQUENCE NO. _____
FILE NO. _____
STATE OF ARIZONA
COUNTY OF PIMA

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ AND ASSOCIATES ENGINEERING, INC. ON THIS _____ DAY OF _____, 2021, AT _____, IN WITNESS MY HAND AND OFFICE, SEAL DAY AND YEAR ABOVE WRITTEN.

CORRELLA CAPARES-KELLY, COUNTY RECORDER

BY _____ DEPUTY

CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A BOUNDARY/CONFIRMATION SURVEY (OF A BOUNDARY SURVEY BY JAMES DONN TELS 141457; SEE JOB NUMBER 208144, DATED 11-11-09) 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.

MICHAEL AMERSON
AMERSON SURVEYING, INC.
REGISTERED LAND SURVEYOR NO. 22345
STATE OF ARIZONA

I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION COMETRY FOR THIS PLAT WAS PREPARED UNDER MY DIRECTION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 15394
STATE OF ARIZONA

ASSURANCES

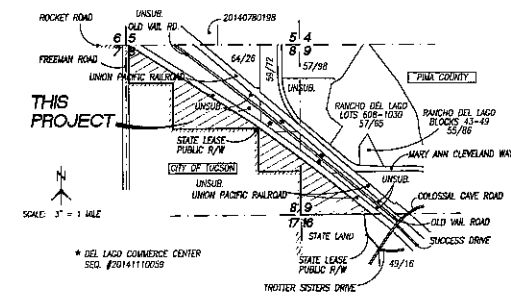
ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 3758, FROM STEWART TITLE & TRUST OF TUCSON, AS RECORDED IN SEQUENCE NO. 2020066-S, AND THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 201827-T, FROM TITLE SECURITY AGENCY, L.L.C., AS RECORDED IN SEQUENCE NO. 2020066-S, AND THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 202066-S, FROM TITLE SECURITY AGENCY, L.L.C., AS RECORDED IN SEQUENCE NO. 2020066-S, HAVE BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

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

ATTEST

I, JULIE CASTANEDA, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS _____ DAY OF _____, 2021.

CLERK, BOARD OF SUPERVISORS
DATE: _____



LOCATION PLAN

SECTION 8 AND 9, T16S, R16E, G&SR&M, PIMA COUNTY, ARIZONA

LEGEND

- ▲ FOUND OFFSITE SURVEY MONUMENT (SEE SHEET #2)
- △ 2" BRASS SURVEY MONUMENT TO BE SET
- FOUND/SET PROPERTY CORNER AS SHOWN
- 1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
- (N) MEASURED
- (R) RECORDED SURVEY DATA - SEE RECORDED SURVEY DATA CHART BELOW
- (T) TITLE REPORT
- SUBDIVISION BOUNDARY
- CS CURVE DATA (SEE TABLE, SHEET #3)
- L/D LINE DATA (SEE TABLE, SHEET #3)
- * ADDRESSING/ACCESS LOCATION
- NEW RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- NEW AND EXISTING STREET CENTERLINE
- EASEMENT LINE AS SHOWN (SEE ALSO EASEMENT REVISIONS)
- (R) RURAL
- SEE INDEX MAP, SHEET #2
- RECREATION "C" RECALCULATED RIPARIAN HABITAT AREA TO REMAIN (SEE RIPARIAN REVISION "1", SHEETS 3 AND 5 AND RIPARIAN CHART, THIS SHEET)
- JURISDICTIONAL LIMITS (PIMA COUNTY/CITY OF TUCSON LINE)

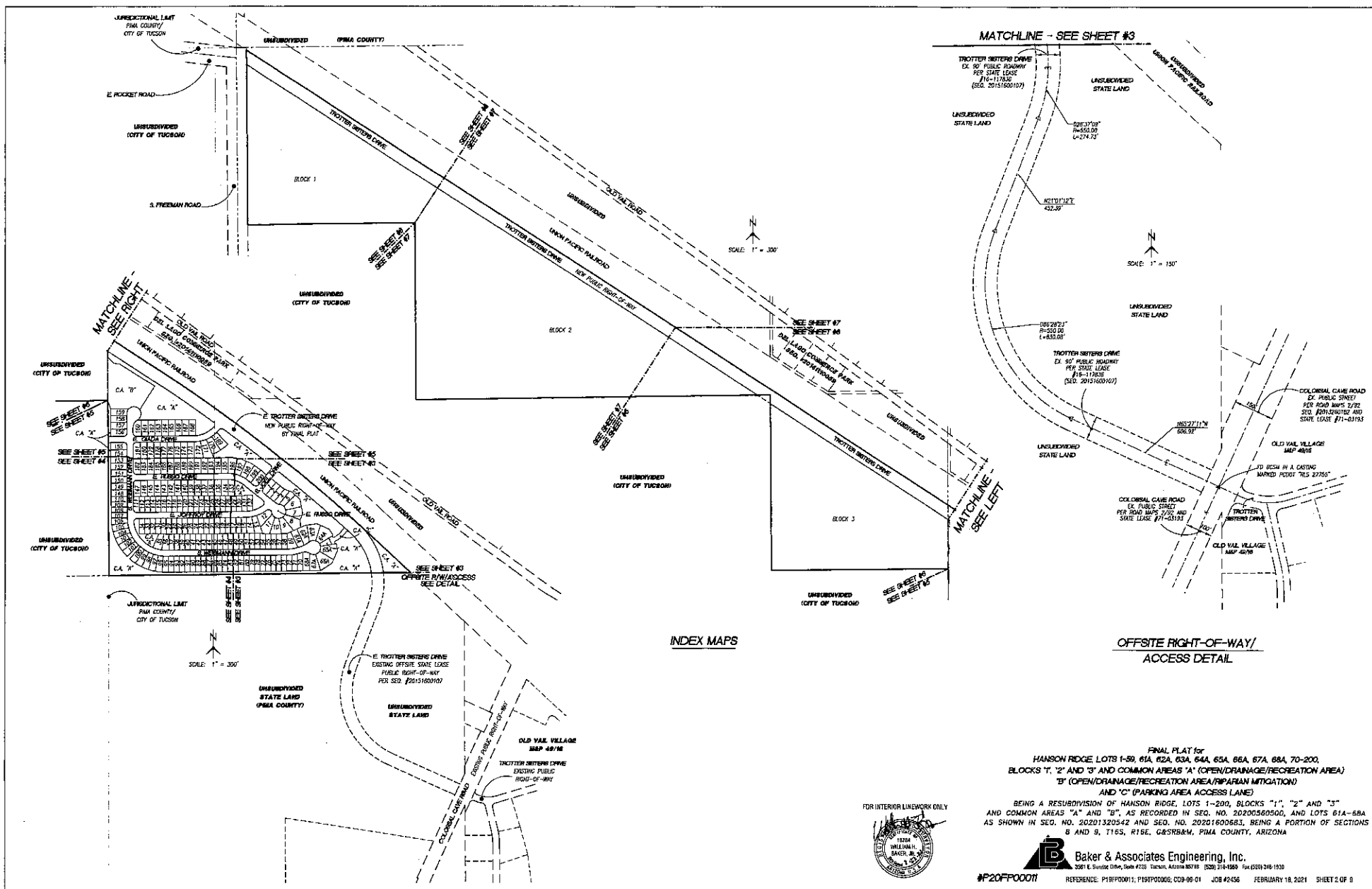
RECORDED SURVEY DATA

- (02) RECORD OF SURVEY BY W. L. SETTLER, PLS 2589 FOR SETTLER SURVEYS, RECORDED IN BOOK 1, PAGE 44, RECORD OF SURVEYS
- (05) RECORD OF SURVEY BY GABRIEL-PAUL SURVEYS, RECORDED IN BOOK 22, PAGE 48, RECORD OF SURVEYS
- (10) RECORD OF SURVEY BY ROBIN E. SETTLER, PLS 2683, FOR SETTLER SURVEYS, INC., RECORDED IN BOOK 27, PAGE 11, RECORD OF SURVEYS

FINAL PLAT for
HANSON RIDGE, LOTS 1-50, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200,
BLOCKS "1", "2" AND "3" AND COMMON AREAS "A" (OPEN/DRAINAGE/RECREATION AREA)
"B" (OPEN/DRAINAGE/RECREATION AREA/RIPARIAN MITIGATION)
AND "C" (PARKING AREA ACCESS LANE)
BEING A RESUBDIVISION OF HANSON RIDGE, LOTS 1-200, BLOCKS "1", "2" AND "3"
AND COMMON AREAS "A" AND "B", AS RECORDED IN SEQ. NO. 2020060500, AND LOTS 61A-68A,
AS SHOWN IN SEQ. NO. 20201320542 AND SEQ. NO. 20201600683, BEING A PORTION OF SECTIONS
8 AND 9, T16S, R16E, G&SR&M, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3301 E. Guadalupe Street, Suite 2225 Tucson, Arizona 85719 (520) 348-1050 Fax (520) 318-4009
#P20F00011 REFERENCE: P15F00011; P17F00006; C05-09-91 JOB #2455 FEBRUARY 18, 2021 SHEET 1 OF 9

SEQUENCE



MATCHLINE - SEE SHEET #5

MATCHLINE - SEE SHEET #5

RIPARIAN KEYNOTES

- ① EXISTING RIPARIAN "C" AREA TO REMAIN UNDEVELOPED

SCALE: 1" = 50'

PUBLIC UTILITY EASEMENT DETAIL

KEYNOTE "A"

EASEMENT KEYNOTES

- ① EX. 40' ELECTRIC EASEMENT PER DKT. 12017, PAGE 402
- ② EX. 30' X 37.5' ELECTRIC EASEMENT PER DKT. 12017, PAGE 402
- ③ EX. 30' X 35' ELECTRIC EASEMENT PER DKT. 12017, PAGE 402
- ④ EX. 10' X 12' ELECTRIC EASEMENT #1 (TWP) PER DKT. 12017, PAGE 402
- ⑤ CA. 15' X 14.5' ELECTRIC EASEMENT #2 (TWP) PER DKT. 12017, PAGE 402
- ⑥ EX. 30' GAS EASEMENT (UNDER W/ROAD) PER DKT. 12017, PAGE 402
- ⑦ NEW 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAN
- ⑧ NEW 1' ACCESS CORRIDOR EASEMENT GRANTED TO THE PUBLIC BY THIS PLAN
- ⑨ NEW 15' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAN - SEE DETAIL SHEET #3
- ⑩ SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAN (SEE DETAIL)

NOTE:

REGARDING EXISTING EASEMENTS #1 - #5, THESE ARE TO BE RELEASED BY TUCSON ELECTRIC POWER WHEN FACILITIES ARE REMOVED

FOR OFFSITE RIGHT-OF-WAY, SEE SHEET #2

FINAL PLAN for
HANSON RIDGE LOTS 1-59, 61A, 62A, 63A, 64A, 65A, 67A, 68A, 70-200,
BLOCKS "1", "2" AND "3" AND COMMON AREAS "A" (OPEN/DRAINAGE/RECREATION AREA)
"B" (OPEN/DRAINAGE/RECREATION AREA/RIPIARIAN MITIGATION)
AND "C" (PARKING AREA ACCESS LANE)

BEING A RESUBDIVISION OF HANSON RIDGE, LOTS 1-200, BLOCKS "1", "2" AND "3"
AND COMMON AREAS "A" AND "B", AS RECORDED IN SEQ. NO. 20200560500, AND LOTS 61A-68A
AS SHOWN IN SEQ. NO. 20201320542 AND SEQ. NO. 20201600683, BEING A PORTION OF SECTIONS
8 AND 9, T16S, R16E, G4SRB&M, PIMA COUNTY, ARIZONA

FOR INTERIOR LINEWORK ONLY



Baker & Associates Engineering, Inc.

3504 E. Cholla Drive, Suite #205, Tucson, Arizona 85710 (520) 314-1950 Fax (520) 314-1950

#P20FP00011

REFERENCE: P19FP00011; P12FP00006; C106-01-01 J08 20455 FEBRUARY 18, 2021 SHEET 8 OF 8

SEQUENCE #

SEQUENCE #



E. JEFFROY DRIVE
NEW PUBLIC STREET

LOT 34

CA. 74'

132'

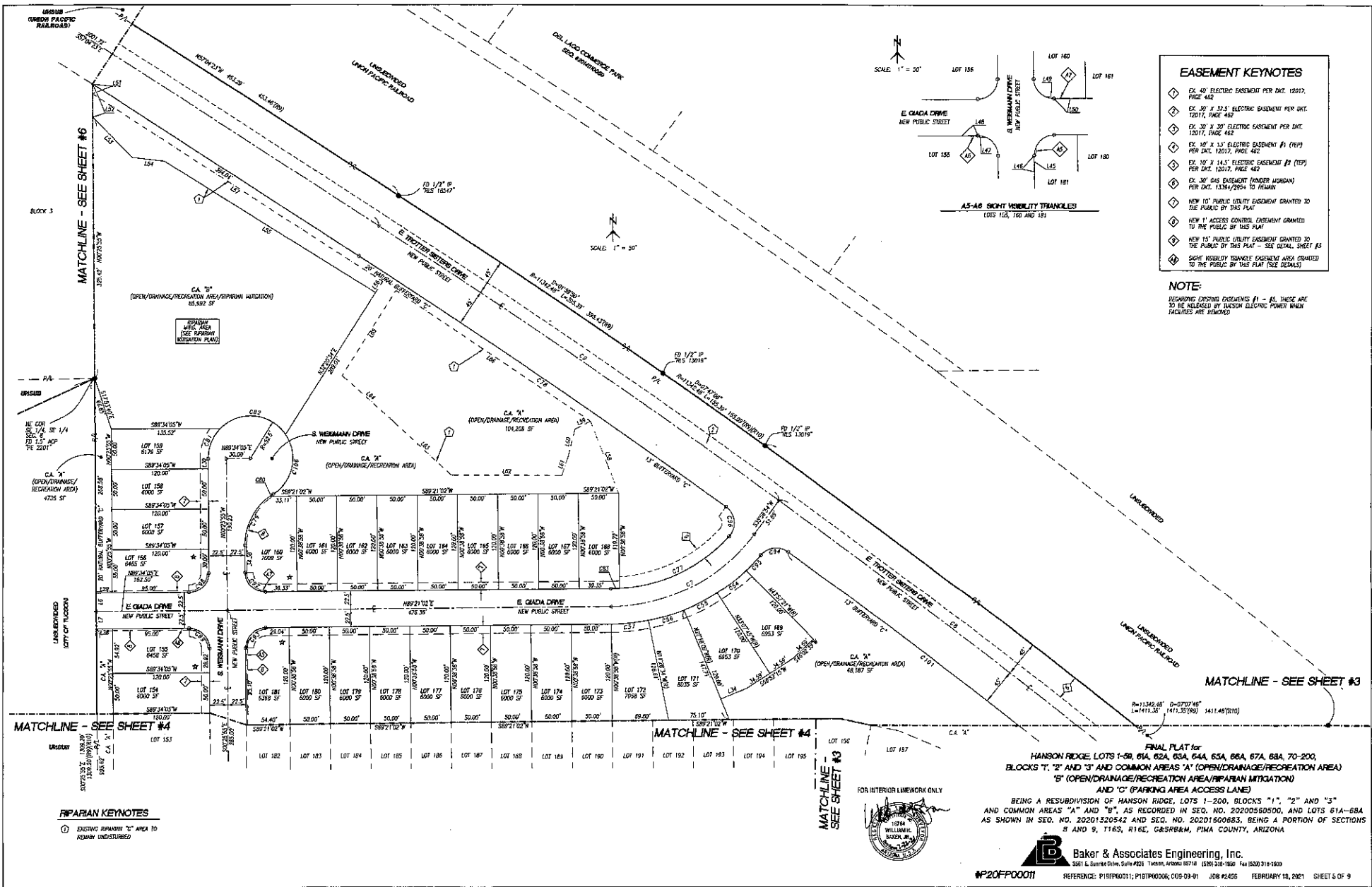
A3 SIGHT VISIBILITY TRIANGLES

COMMON AREA "A" (WEST OF LOT 34)

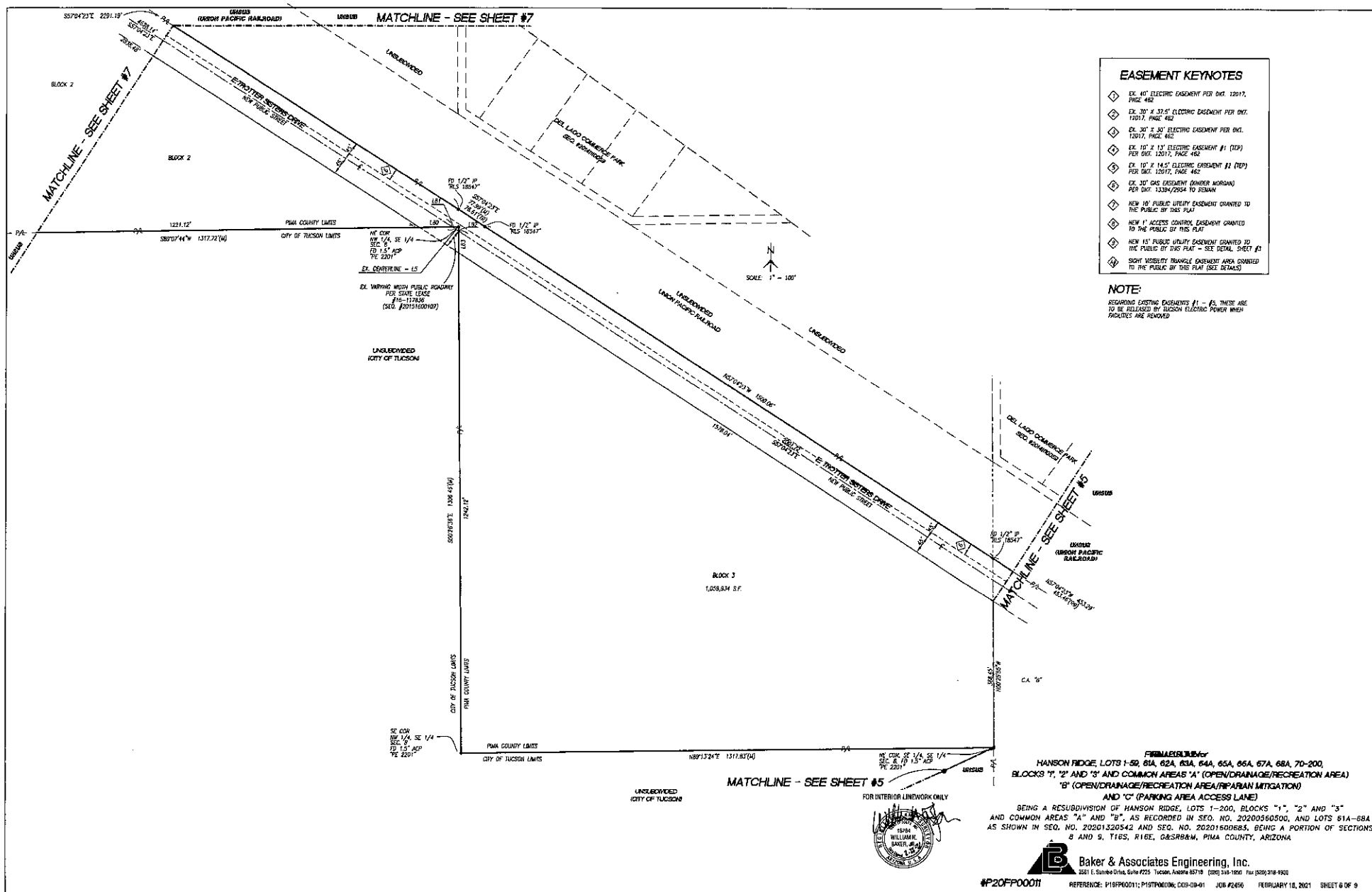
Baker & Associates Engineering, Inc.
3581 E. Sam Houston Drive, Suite #225, Tucson, Arizona 85716 (520) 540-1950 Fax (520) 314-1030

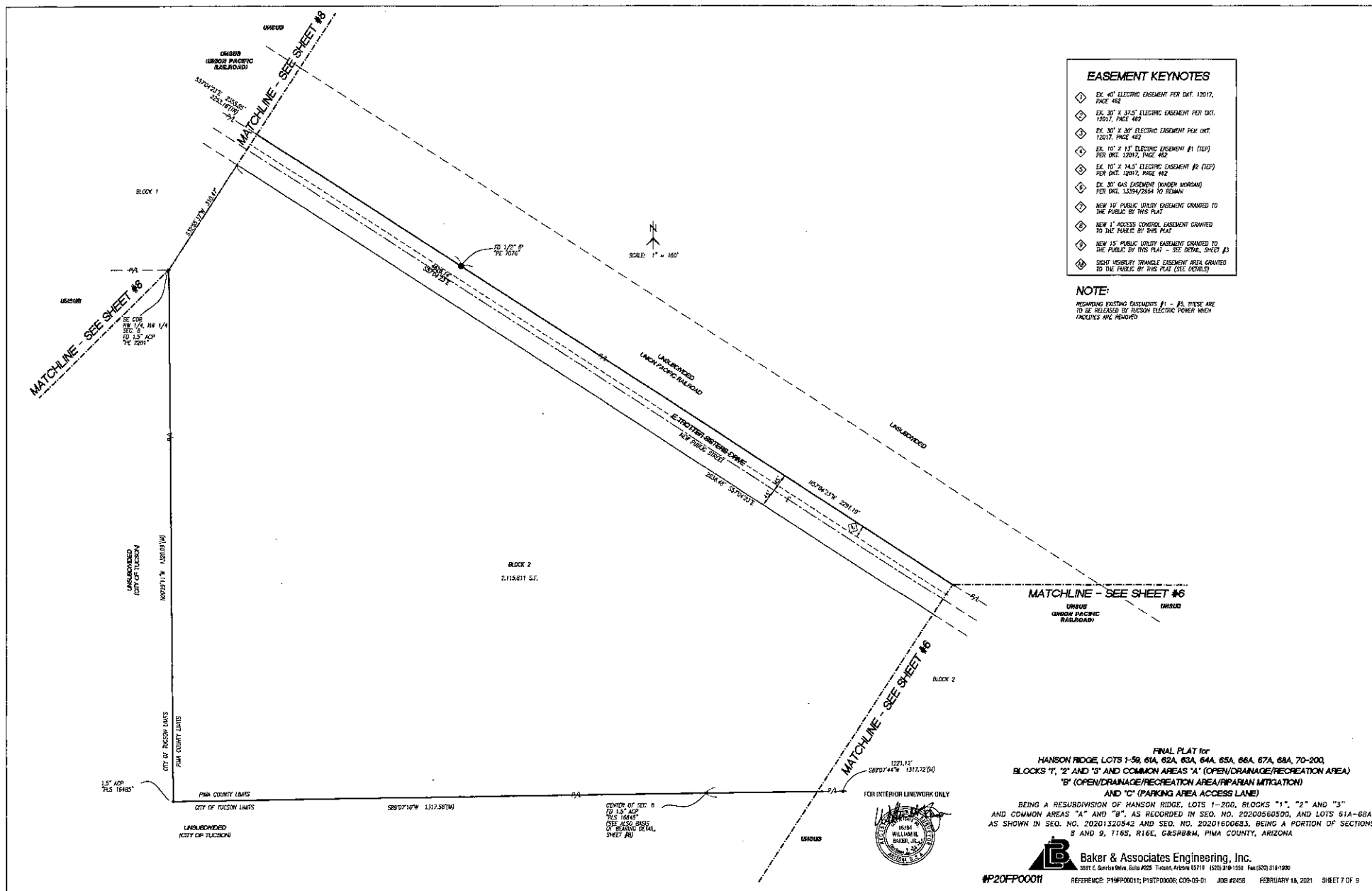
#P20FP00011 REFERENCE: P19TP00011; P19TP00006; COG-09-01 JOB #2456 FEBRUARY 18,

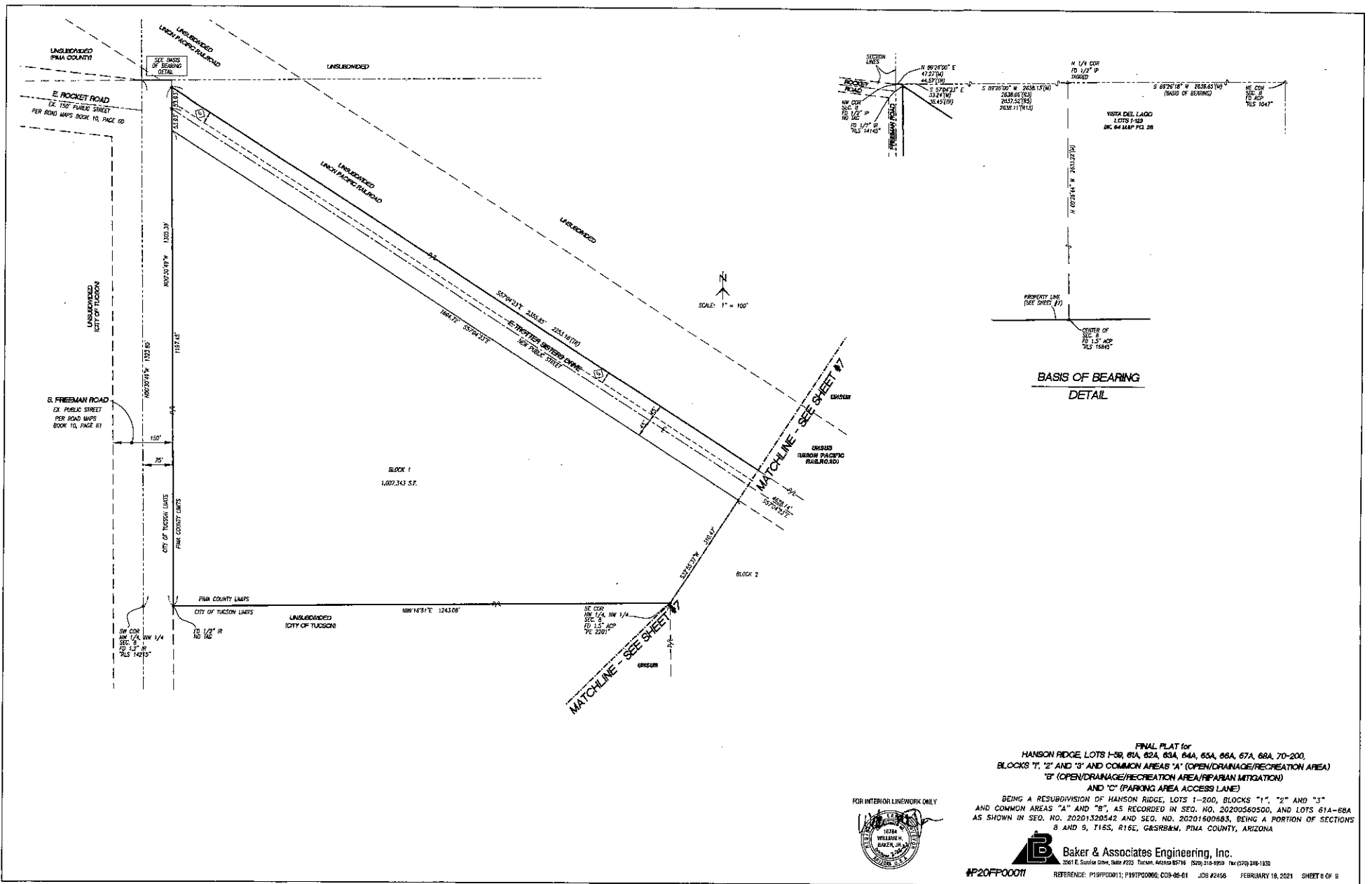
SEQUENCE #



SEQUENCE #







NUMBER	DETA ANGLE	RADIUS	ARC LENGTH
C1	89°45'54"	240.10	213.04
C2	39°24'00"	222.50	153.01
C3	35°15'24"	297.00	162.76
C4	90°13'03"	262.50	413.33
C5	03°44'00"	11297.48	736.14
C6	39°58'34"	300.00	381.74
C7	53°22'08"	222.50	207.25
C8	02°42'35"	11297.48	534.28
C9	03°52'17"	11297.48	802.31
C10	10°49'36"	243.00	46.30
C11	08°24'32"	243.00	23.15
C12	15°23'09"	274.50	71.71
C13	10°27'56"	274.50	58.14
C14	09°24'12"	274.50	45.06
C15	53°20'10"	32.50	48.88
C16	40°20'47"	52.50	36.97
C17	21°54'40"	52.50	20.12
C18	41°26'58"	32.20	37.98
C19	41°32'51"	52.50	38.07
C20	48°27'26"	52.50	44.40
C21	02°02'46"	75.00	2.68
C22	35°34'11"	75.00	51.80
C23	18°18'09"	185.00	58.10
C24	29°26'30"	50.00	25.69
C25	08°12'08"	262.50	37.30
C26	08°08'52"	262.50	37.34
C27	01°46'59"	262.50	8.17
C28	33°12'11"	52.50	30.42
C29	33°12'11"	52.50	30.42
C30	33°12'11"	52.50	30.42
C31	33°12'11"	52.50	30.42
C32	33°12'11"	52.50	30.42
C33	35°48'15"	52.50	32.81
C34	13°21'35"	52.50	12.74
C35	01°50'18"	200.00	6.34
C36	14°13'08"	200.00	20.60
C37	22°51'39"	200.00	78.80
C38	39°54'22"	52.50	36.57
C39	106°16'40"	25.00	45.50
C40	22°19'44"	217.60	84.80
C41	10°40'09"	217.60	40.52
C42	03°19'22"	217.60	12.62
C43	18°10'45"	262.50	83.32
C44	03°41'58"	50.00	1.22
C45	01°30'28"	243.00	6.45
C46	10°49'36"	243.00	46.30
C47	10°49'36"	243.00	46.30
C48	80°00'00"	25.00	39.27
C49	90°00'00"	25.00	39.27
C50	90°18'13"	25.00	39.49
C51	90°10'32"	25.00	39.30
C52	117°40'07"	25.00	51.34
C53	087°45'00"	11342.48	81.95
C54	10°49'36"	243.00	46.30
C55	10°49'36"	243.00	46.30

CURVE TABLE

NUMBER	DETA ANGLE	RADIUS	ARC LENGTH
C56	10°49'36"	243.00	46.30
C57	10°49'36"	243.00	46.30
C58	07°31'11"	285.00	37.40
C59	07°31'11"	285.00	37.40
C60	07°31'11"	285.00	37.40
C61	07°31'11"	285.00	37.40
C62	07°31'11"	285.00	37.40
C63	03°58'24"	285.00	18.80
C64	07°31'11"	285.00	37.40
C65	07°31'11"	285.00	37.40
C66	07°31'11"	285.00	37.40
C67	07°31'11"	285.00	37.40
C68	07°31'03"	285.00	37.38
C69	06°45'07"	285.00	33.67
C70	18°25'35"	540.00	68.81
C71	59°02'04"	240.00	247.28
C72	07°15'48"	319.50	40.50
C73	05°09'51"	319.50	28.89
C74	03°11'22"	11252.48	626.37
C75	87°15'08"	10.00	15.23
C76	72°27'45"	10.00	12.65
C77	44°20'32"	220.00	154.78
C78	02°48'27"	11252.48	351.35
C79	53°57'02"	25.00	70.52
C80	04°05'01"	25.00	5.33
C81	45°13'28"	50.50	41.44
C82	10°10'53"	52.50	32.81
C83	03°03'07"	200.00	10.65
C84	40°30'14"	595.00	420.62
C85	08°09'53"	75.00	10.69
C86	05°30'30"	310.50	30.72
C87	07°51'42"	240.00	32.93
C88	04°18'53"	285.00	21.46
C89	89°48'57"	25.00	39.18
C90	90°13'03"	25.00	39.36
C91	90°40'39"	25.00	42.18
C92	90°13'03"	25.00	39.36
C93	89°48'57"	25.00	39.18
C94	60°22'20"	25.00	37.69
C95	06°11'44"	245.00	26.49
C96	96°13'19"	25.00	41.93
C97	90°13'03"	25.00	39.36
C98	90°00'00"	25.00	39.27
C99	90°00'00"	25.00	39.27
C100	39°21'12"	505.00	348.88
C101	02°13'39"	11252.48	437.48
C102	28°18'17"	240.00	118.50
C103	02°07'34"	11243.23	417.21
C104	10°38'06"	52.50	15.21
C105	50°55'58"	25.00	22.25
C106	91°44'43"	52.50	86.07
C107	02°04'55"	11252.48	15.00
C108	12°58'40"	215.00	74.97
C109	31°04'57"	37.00	20.07
C110	00°12'27"	11252.48	40.71
C111	31°23'12"	37.00	20.27
C112	00°05'41"	11252.48	18.58

NUMBER	DIRECTION	DISTANCE
L1	S58°45'08"W	13.33
L2	S00°25'30"E	21.50
L3	N89°21'02"E	45.37
L4	N89°21'02"E	45.37
L5	N57°04'23"W	19.81
L6	S00°25'30"E	22.50
L7	S00°25'30"E	22.50
L8	N51°14'52"E	40.00
L9	N51°14'52"E	40.00
L10	S51°14'52"E	40.00
L11	S51°14'52"E	15.42
L12	N00°15'00"W	45.31
L13	S70°13'00"E	17.80
L14	S44°28'22"E	35.12
L15	S44°28'22"E	51.43
L16	S11°18'10"E	51.43
L17	S11°18'10"E	51.43
L18	S11°18'01"W	51.43
L19	S03°39'59"E	56.81
L20	S91°14'21"E	51.85
L21	N89°21'02"E	7.48
L22	S89°21'02"W	11.24
L23	S81°31'28"E	19.00
L24	S81°31'28"E	21.37
L25	S89°21'02"W	17.04
L26	S89°21'02"W	15.18
L27	N00°25'30"W	4.00
L28	S89°34'05"W	20.00
L29	S89°34'05"W	20.00
L30	S00°25'30"E	15.73
L31	N48°10'55"W	39.44
L32	S78°18'05"E	34.50
L33	N89°21'02"E	5.00
L34	N87°41'51"E	34.50
L35	N83°31'28"W	20.16
L36	S83°31'28"E	20.16
L37	S89°21'02"W	86.00
L38	S81°29'45"W	40.38
L39	S89°21'02"W	13.53
L40	S83°31'28"E	22.27
L41	S83°31'28"E	15.04
L42	N15°47'04"W	134.41
L43	S04°12'07"W	31.12
L44	S00°25'30"E	20.00
L45	S04°12'07"W	31.12

NUMBER	DIRECTION	DISTANCE
L46	S00°25'30"E	20.00
L47	N89°47'47"W	31.01
L48	N89°34'05"E	20.00
L49	S89°00'45"E	39.80
L50	S89°21'02"W	19.90
L51	S00°25'30"E	12.57
L52	S00°25'30"E	41.03
L53	N44°03'11"W	68.75
L54	N81°14'18"W	40.80
L55	N67°59'45"W	308.15
L56	S32°20'34"W	16.52
L57	S57°03'45"E	428.98
L58	N01°25'22"W	59.41
L59	S63°28'06"W	21.52
L60	S14°02'10"W	35.68
L61	S18°26'06"W	24.04
L62	N80°10'00"W	136.59
L63	N47°22'05"W	87.66
L64	N48°10'55"W	65.80
L65	N42°12'41"E	125.17
L66	S56°04'28"E	290.84
L67	N38°45'08"E	25.68
L68	N33°10'00"W	62.98
L69	N51°40'15"W	76.36
L70	S38°45'08"W	45.55
L71	S39°35'32"E	60.84
L72	S51°14'52"E	30.16
L73	N40°10'00"W	60.51
L74	S44°28'22"E	88.18
L75	S11°18'10"E	31.12
L76	N41°00'27"W	70.22
L77	N70°57'00"W	56.60
L78	S78°41'24"W	44.13
L79	S36°52'12"W	27.56
L80	N89°10'44"E	80.90
L81	S89°10'44"W	15.71
L82	S02°26'36"E	10.46
L83	S00°26'36"E	53.86
L84	S45°14'25"E	31.52
L85	N46°36'36"W	26.16
L86	S51°14'52"E	15.35
L87	S18°19'34"E	29.58
L88	S42°01'18"W	99.82
L89	S42°01'18"W	101.89
L90	S57°46'49"W	124.25

NUMBER	DIRECTION	DISTANCE
L91	N07°45'49"E	83.82
L92	N07°45'49"E	26.18
L93	N19°44'23"E	63.80
L94	S79°44'23"W	26.18
L95	S42°13'31"W	27.47
L96	S42°13'31"W	27.30
L97	S33°13'11"E	6.17
L98	N10°12'31"W	9.50

LINE TABLE

FOR INTERIOR L1 NETWORK ONLY



FINAL PLAT for
HANSON RIDGE, LOTS 1-50, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200,
BLOCKS "1", "2" AND "3" AND COMMON AREAS "A" (OPEN/DRAINAGE/RECREATION AREA)
"B" (OPEN/DRAINAGE/RECREATION AREA/PAVING MITIGATION)
AND "C" (PARKING AREA ACCESS LANE)
BEING A RESUBDIVISION OF HANSON RIDGE, LOTS 1-200, BLOCKS "1", "2" AND "3"
AND COMMON AREAS "A" AND "B", AS RECORDED IN SEQ. NO. 20200860500, AND LOTS 61A-68A
AS SHOWN IN SEQ. NO. 20201320542 AND SEQ. NO. 20201600683, BEING A PORTION OF SECTIONS
8 AND 9, T16S, R18E, G&SR&RM, PINA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3501 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1550 Fax (520) 318-1550

#P20FP00011 REFERENCE: P18FP00011; P18FP00005; C09-08-01 JOB #2456 FEBRUARY 18, 2021 SHEET 9 OF 9

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P20FP00011

THIS AGREEMENT is made and entered into by and between Meritage Homes of Arizona, Inc., an Arizona corporation or successors in interest ("Subdivider"), Title Security Agency LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 202066-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 Lots 35 through 59, inclusive, Lots 61A through 63A, inclusive and Lots 70 through 99 inclusive of HANSON RIDGE, Lots 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70 through 200, Blocks "1", "2" and "3" and Common Areas "A"(Open/Drainage/Recreation Area), "B" (Open/Drainage/Recreation Area/Riparian Mitigation) and "C" (Parking Area Access Lane) 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: Meritage Homes of Arizona, Inc.,
an Arizona corporation

By: _____

Its: Jeffrey R. Grobstein, Division President

Chair, Board of Supervisors

ATTEST:

TRUSTEE: Title Security Agency, LLC, a
Delaware limited liability company, as Trustee
under Trust No 202066-S, and not in its
corporate capacity or otherwise

By: _____

Its: _____ Trust Officer

Clerk of the Board

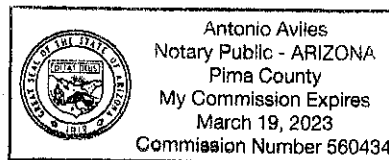
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of January, 2021, by Jeffrey R. Grobstein, Division President of Meritage Homes of Arizona, Inc., ("Subdivider"), an Arizona corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

03/19/2023



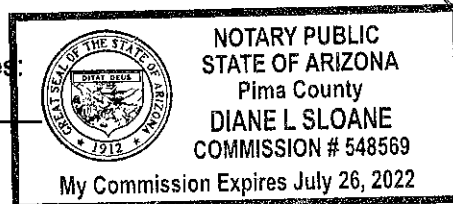
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 20th day of January, 2021, by Cindy A. Relche as Trust Officer of Title Security Agency, LLC, ("Trustee"), a Delaware limited liability company, on behalf of the company, as trustee under trust number 202066-S.

Notary Public

My Commission Expires:

7/26/22



**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P20FP00011]

THIS AGREEMENT is made and entered into by and between Vail UPRR South, LLC, an Arizona limited liability company and Vail UPRR Russo, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), Stewart Title & Trust of Tucson, Inc., an Arizona corporation ("Trustee"), as trustee under Trust No. 3758; 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 Hanson Ridge, Lots 64A, 65A, 66A, 67A and 68A, and Blocks "1", "2" and "3", of HANSON RIDGE, Lots 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70 through 200, Blocks "1", "2" and "3"—and Common Areas "A" (Open/Drainage/Recreation Area), "B" (Open/Drainage/Recreation Area/Riparian Mitigation) and "C" (Parking Area Access Lane) recorded in Sequence number _____ on the _____ day of _____, 20____, in the Office of the Pima County Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.17. *Effective Date.* This Agreement is effective on the _____ day of _____ 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Vail UPRR South, LLC, an Arizona limited liability company and Vail UPRR Russo, LLC, an Arizona limited liability company

Chair, Board of Supervisors

By: _____

Its: Managing Member

ATTEST:

TRUSTEE: Stewart Title & Trust of Tucson, Inc., an Arizona corporation, as Trustee under Trust No. 3758, and not in its corporate capacity

Clerk of the Board

By: _____

Its: Trust Officer

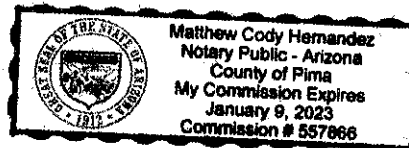
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 2021, by STEPHEN LENIHAN, Managing Member of Vail UPRR South, LLC, an Arizona limited liability company and Vail UPRR Russo, LLC, an Arizona limited liability company ("**Subdivider**"), on behalf of the company.

Notary Public

My Commission Expires:

01/09/2023



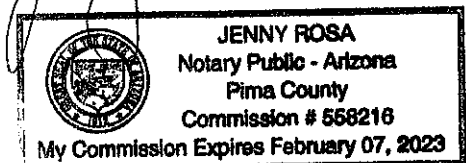
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 16 day of February, 2021, by Teresa Ives of Stewart Title and Trust of Tucson ("**Trustee**"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 3758.

Notary Public

My Commission Expires:

Feb. 7, 2023



**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P20FP00011

THIS AGREEMENT is made and entered into by and between Forestar (USA) Real Estate Group, Inc., a Delaware corporation or successors in interest ("Subdivider"), Title Security Agency LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201827-T; 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 through 34, inclusive, Lots 100 through 200 inclusive and Common Areas "A", "B" and "C" of HANSON RIDGE, Lots 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70 through 200, Blocks "1", "2" and "3" and Common Areas "A" (Open/Drainage/Recreation Area), "B" (Open/Drainage/Recreation Area/Riparian Mitigation) and "C" (Parking Area Access Lane) 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:

Forestar (USA) Real Estate Group, Inc., a Delaware corporation

Chair, Board of Supervisors

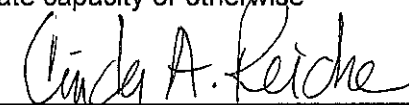
By: 

Its: Brian Konderik
Division President
Forestar (USA) Real Estate Group, Inc.

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No 201827-T, and not in its corporate capacity or otherwise

Clerk of the Board

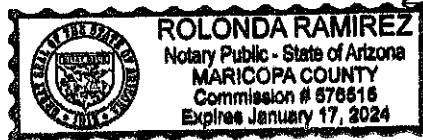
By: 

Its: Trust Officer

STATE OF ARIZONA)
County of Maricopa)

The foregoing instrument was acknowledged before me this 8 day of February 2021, by Brian Konderik, as Division President of Forestar (USA) Real Estate Group, Inc., ("Subdivider"), a Delaware corporation, on behalf of the corporation.

My Commission Expires:
1-17-2024

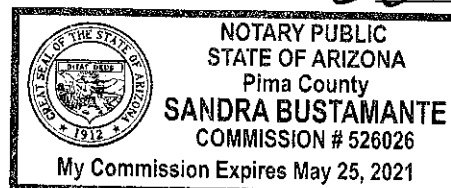


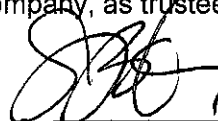

Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 11th day of February 2021, by Cindy A. Keiche as Trust Officer of Title Security Agency LLC, ("Trustee"), a Delaware limited liability company, on behalf of the company, as trustee under trust number 201827-T.

My Commission Expires:
5/25/2021




Notary Public