



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

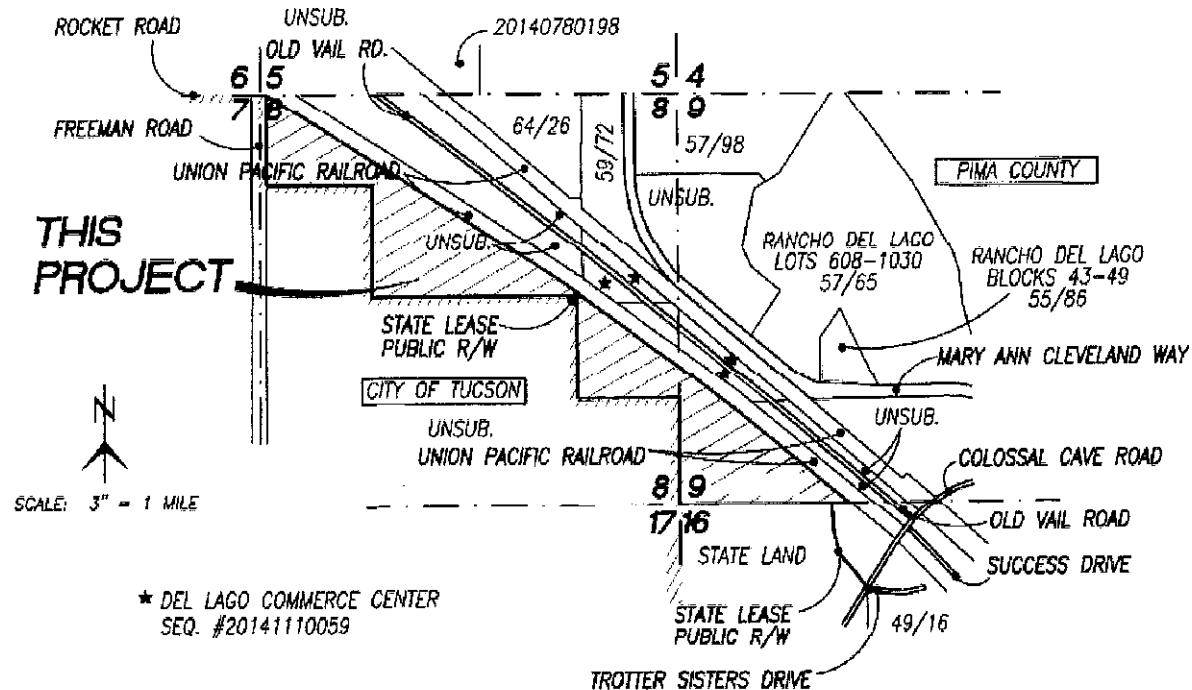
Signature/Date:

Deputy County Administrator

Signature/Date:

County Administrator

Joseph G. Goss 3/24/2021
C. D. Dillaway 3/24/2021
C. D. Dillaway 3/25/21



LOCATION PLAN

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

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"

DEDICATION

WE THE UNDERSIGNED, HEREBY INSTATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING AN ESTATE 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 HANALEI PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS, ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM AND AFTER THE DATE OF RECORDING, INDEMNIFIED FROM ANY PROPERTY DAMAGE OR LOSS CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE HEREBY DEED, AND CONVEY TO PIMA COUNTY ALL PUBLIC RIGHT-OF-WAYS AS SHOWN HEREIN, INCLUDING ALL PUBLIC STREET.

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

ALL COMMON AREAS, AS SHOWN HEREIN, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF THE OWNERS OF THE SUBDIVISION. THESE AREAS ARE NOT CONSIDERED AS EASEMENTS TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION AND MAINTENANCE AND REPLACEMENT OF UNDERGROUND AND UNDERGROUND WILDLIFE, DRAINAGE, FACILITIES AND UTILITY SYSTEMS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY GOVERNMENT, CONDITIONS AND RESTRICTIONS RECORDED IN RECORDS NO. 2020060502, AS AMENDED IN RECORDS NO. 2020060503, AS AMENDED IN GOVERNMENT RECORDS NO. 2020060502, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES 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-86A, BLOCKS 1-3)

[Signature]
TRUST OFFICER

BENEFICIARY - TRUST #3758
VALE UPRIVER SOUTH, LLC AND VALE UPFR RUSCO, LLC
P.O. BOX 64132, TUCSON, ARIZONA 85728

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 202006-S, AND NOT IN ITS CORPORATE CAPACITY (AS TO LOTS 35-59, LOTS 70-99, LOTS 87A-89A)

[Signature]
TRUST OFFICER
BENEFICIARY - TRUST #202006-S
MERRAGE HOMES OF ARIZONA, INC.
3326 N. LA CHOLLA BLVD., TUCSON, ARIZONA 85741

ITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 201827-L, AND NOT IN ITS CORPORATE CAPACITY (AS TO LOTS 1-34, LOTS 100-200, COMMON AREAS "A", "B" AND "C")

[Signature]
TRUST OFFICER
BENEFICIARY - TRUST #201827-T
FORESTAR (USA) REAL ESTATE GROUP, INC.
2221 E. LAMAR BLVD., SUITE 700, ALEXANDRIA, TX 76265

ACKNOWLEDGMENT - TRUST #3758

STATE OF ARIZONA | S.S.
COUNTY OF PIMA

ON THE 23rd DAY OF FEBRUARY, 2023, BEFORE ME, PERSONALLY APPEARED *[Signature]*, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE *[Signature]* 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 *[Signature]* BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY NAME AND OFFICIAL SEAL.



MY COMMISSION EXPIRES: *02/27/2023*

ACKNOWLEDGMENT - TRUST #202066-S

STATE OF ARIZONA | S.S.
COUNTY OF PIMA

ON THE 23rd DAY OF FEBRUARY, 2023, BEFORE ME PERSONALLY APPEARED *[Signature]*, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE *[Signature]* OF TITLE SECURITY AGENCY, LLC, AND NOT IN ITS CORPORATE CAPACITY, AS TRUSTEE UNDER TRUST NUMBER 202006-S, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE AS THE *[Signature]* BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY NAME AND OFFICIAL SEAL.



MY COMMISSION EXPIRES: *02/27/2023*

GENERAL NOTES

- THE GROSS AREA OF THIS SUBDIVISION IS 158.2 ACRES.
- TOTAL MILES OF NEW PUBLIC STREETS IS 2.78 MILES.
- TOTAL MILES OF NEW PRIVATE STREETS IS 0.0 MILES.
- THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- IN ADDITION TO THE ITEMS SHOWN ON THE FOLLOWING SHEETS, THIS PROJECT IS SUBJECT TO THE FOLLOWING BLANKET EASEMENTS:
 - WATER EASEMENT FOR PIMA COUNTY, RECORD 5174
 - PIPELINE EASMENT FOR MRC, RECORD 5454
 - PIPELINE EASMENT FOR COOP, RECORD 100244
 - PIPELINE EASMENT PER DOCKET 849/452
 - PIPELINE EASMENT PER DOCKET 851/997
 - PIPELINE EASMENT PER DOCKET 850/107
 - COMMUNICATIONS EASMENT PER DOCKET 9047/1027, 1044, 1053, 1087, 1116 AND 1186.
- ALL SUBDIVISION STREETS WILL BE DESIGNED IN CONFORMANCE WITH THE SUBDIVISION AND DEVELOPMENT STREET STANDARDS.
- THIS PROJECT IS IMPACTED BY APPROVED RIPARIAN MAPPING AS DEFINED ON THE 2005 RIPARIAN CLASSIFICATION MAPS AND SHOWN ON THIS PLAT AND IS SUBJECT TO ORDINANCE NO. 2010-053, TITLE 16 OF THE PIMA COUNTY CODE. SEE ALSO RIPARIAN HABITAT CHART, THIS SHEET.

PERMITTING NOTES

- THERE WILL BE NO PLATTING, SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
- CONDITIONAL ZONING IS CR-5.
- GROSS DENSITY IS 4.04 RAC FOR LOTS 1 - 200 (EXCLUDING FUTURE BLOCKS 1 - 3).
- THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REGULATORY CONDITIONS AS FOUNDED IN CASE NUMBER 629-93-01 AS APPROVED ON 1/1/1979 AND AMENDED ON 3/2/1975. THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS:
 - FLAT COVING REQUIREMENT - NO CONCRETE OR OTHER OUTDOOR MEASURES SHALL BE USED TO MEET THE 15 POINT RAINWATER (SEE WATER CONSERVATION CHART, TENTATIVE PLAT).
 - NOSE APARTMENT CONDITION 1A - RESIDENCES IN THE FRONT ROW OF LOTS (1-8, 62-65, 85, AND 150-200) ALONG THE NORTHERN BORDER OF THE SITE SHALL BE BUILT NO LOWER THAN THE ELEVATION OF THE EXISTING 12' EARTH BANK, EXCEPT THAT NOSE APARTMENT REQUIREMENT 1B, WHICH STIPULATES THAT NOSE APARTMENT ELEVATION SHALL NOT EXCEED 45' USA.
 - NOSE APARTMENT CONDITION 1B - WALLS CONSTRUCTED ALONG THE NORTH BOUNDARY OF THE SITE, IN PROXIMITY TO THE ACCESS ROAD, SHALL BE AT LEAST 6' IN HEIGHT.
- AVERAGE AREA PER DWELLING UNIT IS 5542 SF.
- PRIOR TO THE RELEASE OF ASSURANCES FOR THE 182ST LOT (EXCLUDING BLOCKS 1, 2, AND 3), THE RECREATION FACILITIES SHALL BE FULLY CONSTRUCTED PER THE APPROVED RECREATION PLAN.

BASIS OF BEARING

BASIS OF BEARING: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION B, TOWNSHIP 16 SOUTH, RANGE 16 EAST, GLOSER, PIMA COUNTY, ARIZONA AS DEFINED BY A 1/2" REAR, DECIMAL 12' 12" 1/2" FROM THE NORTHERN CORNER TO A 1 1/2" ALUMINUM CAP STAMPED 1047 AT THE NORTHERN CORNER, SAD BEARING BEING 105°25'10". SEE ALSO DETAIL ON SHEET #1.

RIPARIAN HABITAT "C" CHART

BLOCKS 1 - 3:

- REPAIR RIPARIAN DISTURBANCE TO BE ADDRESSED AT THE TIME OF FUTURE DEVELOPMENT OF BLOCKS 1 - 3.
- LOTS 1 - 200:

 - SET RIPARIAN KEYNOTE "1" FOR UNDISTURBED RIPARIAN HABITAT (RWH)
 - REPAIR RIPARIAN MITIGATION AREA IS CONTAINED WITHIN COMMON AREA "A", SEE PLAN VIEW

ACKNOWLEDGMENT - TRUST #201827-T

STATE OF ARIZONA | S.S.
COUNTY OF PIMA

ON THIS 23rd DAY OF FEBRUARY, 2023, BEFORE ME PERSONALLY APPEARED *[Signature]*, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE *[Signature]* OF TITLE SECURITY AGENCY, LLC, AND NOT IN ITS CORPORATE CAPACITY, AS TRUSTEE UNDER TRUST NUMBER 202006-S, AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE AS THE *[Signature]* BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY NAME AND OFFICIAL SEAL.

[Signature]
MY COMMISSION EXPIRES: *02/27/2023*

RECORDING DATA

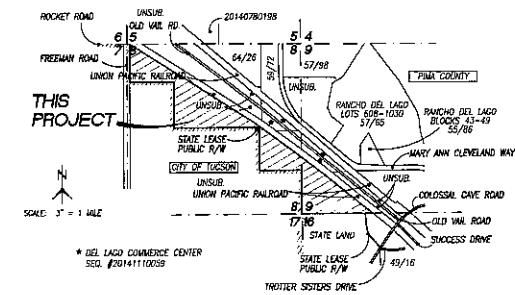
SEQUENCE NO. _____
FEE _____

STATE OF ARIZONA | S.S.
COUNTRY OF PIMA

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AS THE REQUEST OF GARDNER & ASSOCIATES ENGINEERING, INC. ON THIS 20 DAY OF 2023 AT 10:00 AM. WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN.

CARRIOLA GAZARES-KELLY, COUNTY RECORDER

BY _____ DEPUTY



LOCATION PLAN

SECTION 8 AND 9, T18S, R16E,
GASKBAM, PIMA COUNTY, ARIZONA

LEGEND

- POINT OFFSITE SURVEY MONUMENT (SEE SHEET #1)
- 2" BRASS SURVEY MONUMENT TO BE SET
- FOUND/SET PROPERTY CORNER AS SHOWN
- 1/2" REBUP TO BE SET BY A REGISTERED LAND SURVEYOR
- MEASURED
- RECORDED SURVEY DATA - SEE RECORDED SURVEY DATA CHART BELOW
- FILE REPORT
- SUBDIVISION BOUNDARY
- CLUE DATA (SEE TABLE SHEET #8)
- LIN DATA (SEE TABLE SHEET #9)
- ADRESSING/ACCESS LOCATION
- NEW RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- NEW AND EXISTING STREET CENTERLINE
- EASEMENT LINE AS SHOWN (SEE ALSO EASEMENT KEYNOTES)
- RADIAL
- SHEET #2
SEE INDEX MAP, SHEET #2
- EASEMENT KEYNOTE "1" (SEE RIPARIAN HABITAT "C" CHART, THIS SHEET)
- JURISDICTIONAL LIMITS (PIMA COUNTY/CITY OF TUCSON LINE)

RECORDED SURVEY DATA

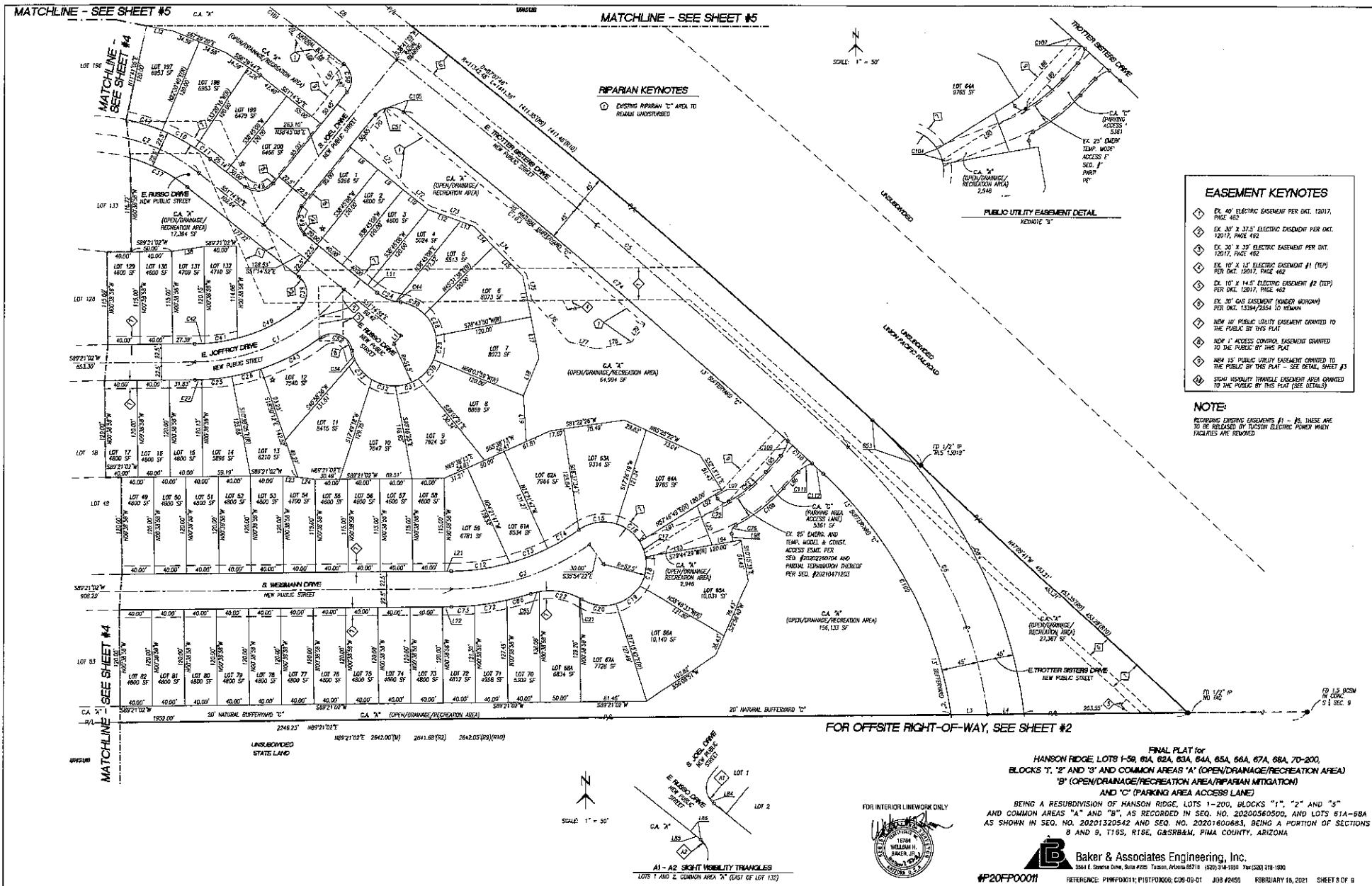
(R1) RECORD OF SURVEY BY W. L. SETTELMAYER, RLS 2598 FOR SETTELMAYER SURVEYS, RECORDED IN BOOK 1, PAGE 1, RECORDED ON 12/10/2018.

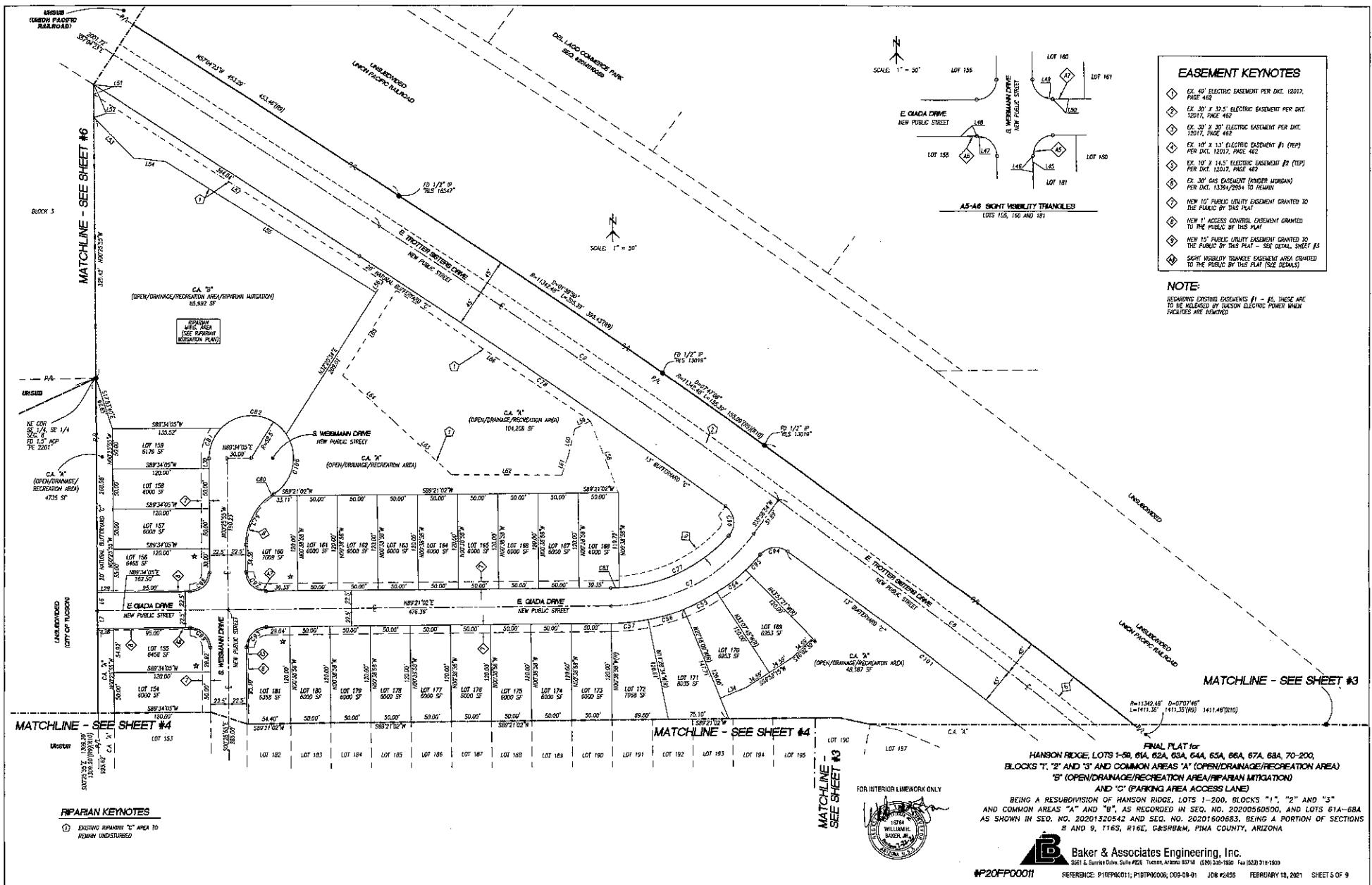
(R2) RECORD OF SURVEY BY CALISTON-PUTT SURVEYS, RECORDED IN BOOK 22, PAGE 14, RECORD OF SURVEYS (R3) RECORD OF SURVEY BY RODIN E. SETTELMAYER, RLS 2593, FOR SETTELMAYER SURVEYS, INC., RECORDED IN BOOK 27, PAGE 1, RECORD OF SURVEYS

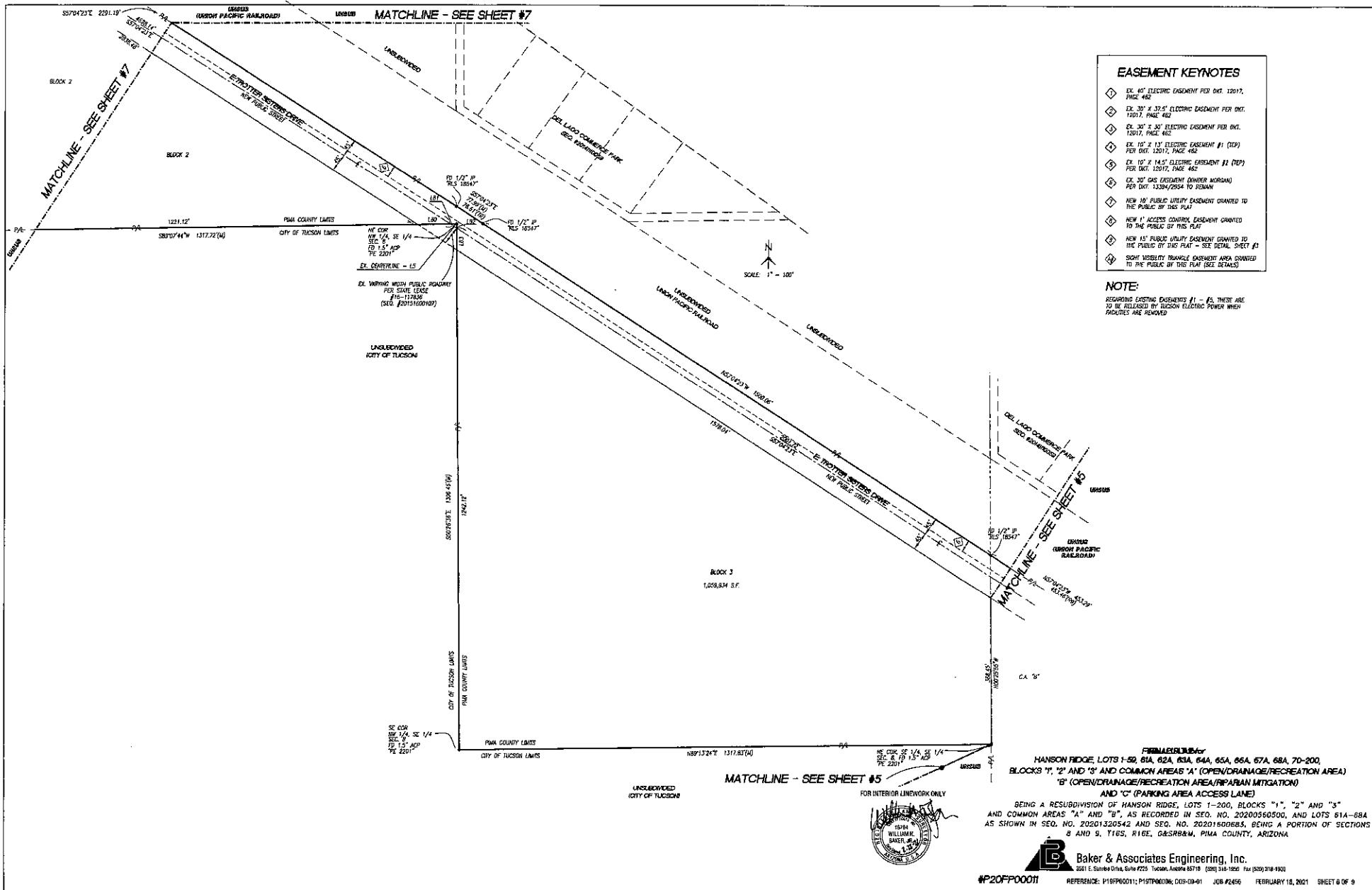
FINAL PLAT FOR
HANSON RIDGE, LOTS 1-50, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200,
BLOCKS 1, "2" AND "3" AND COMMON AREAS "A" (OPEN/DRAINAGE/RECREATION AREA)
"B" (OPEN/DRAINAGE/RECREATION AREA) AND "C" (PARKING AREA ACCESS LANE)

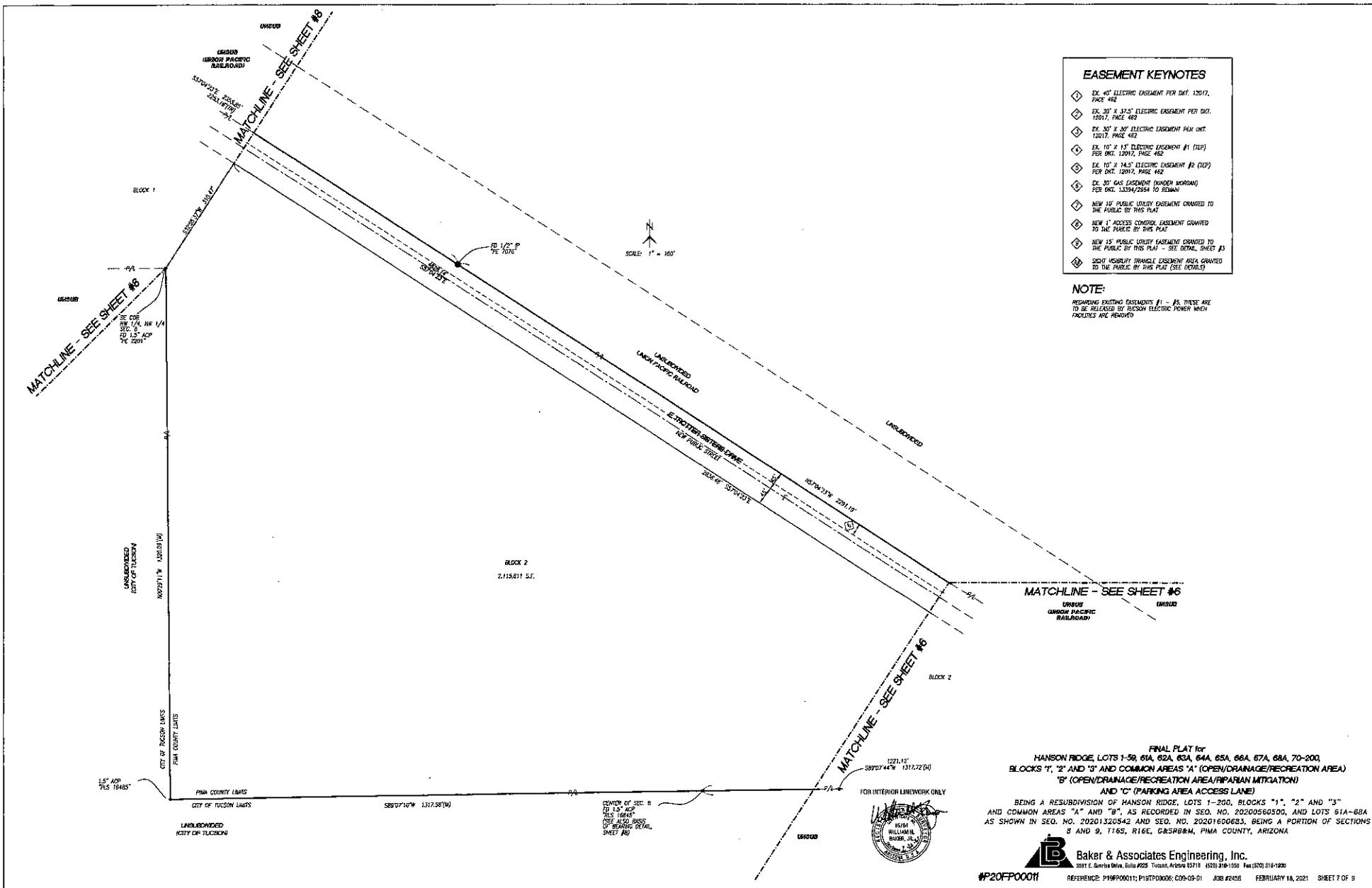
BEING A RESUBDIVISION OF HANSON RIDGE, LOTS 1-200, BLOCKS "1", "2" AND "3" AND COMMON AREAS "A" AND "B", AS RECORDED IN SEQ. NO. 202001320542 AND SEQ. NO. 202001500683, BEING A PORTION OF SECTIONS 8 AND 9, T18S, R16E, GASKBAM, PIMA COUNTY, ARIZONA.

B Baker & Associates Engineering, Inc.
341 E. Santa Rita Drive, Suite 220, Tucson, Arizona 85716 (520) 518-1950 Fax (520) 518-0109
#P20FP0001 REFERENCE: P19P00011; P19P0006; D05-09-01 JOB #2455 FEBRUARY 18, 2021 SHEET 1 OF 9









NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	80°15'54"	240.10	212.04
C2	39°24'06"	222.50	153.01
C3	35°52'24"	297.00	182.76
C4	90°10'03"	262.50	41.33
C5	03°44'00"	11297.48	736.14
C6	39°58'34"	560.00	383.74
C7	63°72'08"	222.50	207.25
C8	02°42'35"	11297.48	534.28
C9	03°03'17"	11297.48	602.31
C10	10°19'36"	245.00	45.30
C11	05°74'32"	245.00	23.15
C12	15°23'09"	274.50	71.71
C13	10°27'58"	274.50	50.14
C14	05°24'17"	274.50	45.06
C15	53°30'10"	32.50	48.88
C16	40°20'41"	52.50	36.97
C17	21°57'40"	52.50	20.12
C18	41°46'58"	32.50	37.98
C19	41°52'51"	52.50	38.07
C20	40°57'26"	32.50	44.40
C21	02°24'46"	75.00	2.68
C22	19°54'11"	75.00	51.80
C23	18°18'09"	185.00	58.10
C24	29°26'30"	50.00	25.69
C25	08°12'08"	262.60	37.59
C26	05°38'32"	262.60	37.34
C27	01°46'39"	262.60	6.17
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°48'57"	52.50	37.81
C34	13°21'36"	52.50	12.24
C35	01°57'18"	200.00	6.94
C36	14°35'08"	200.00	50.60
C37	22°51'09"	200.00	78.80
C38	32°54'27"	52.50	35.57
C39	10°16'40"	25.00	45.50
C40	22°18'44"	212.69	64.80
C41	10°40'09"	212.69	40.52
C42	05°19'29"	212.69	12.82
C43	18°10'45"	262.60	63.32
C44	03°41'36"	50.00	3.22
C45	01°32'36"	245.00	6.45
C46	10°48'46"	345.00	45.30
C47	10°48'46"	345.00	45.30
C48	09°20'09"	25.00	39.27
C49	09°20'09"	25.00	39.27
C50	02°45'13"	25.00	39.49
C51	80°16'32"	25.00	39.34
C52	117°40'07"	25.00	51.34
C53	02°14'30"	11442.48	61.85
C54	10°49'36"	245.00	46.30
C55	10°49'36"	245.00	46.30

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C56	10°49'36"	245.00	46.30
C57	10°49'36"	245.00	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	035824"	285.00	19.89
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	37.39
C69	06°46'07"	285.00	33.67
C70	14825.35"	240.00	68.81
C71	59024'04"	240.00	247.29
C72	0715'48"	319.50	40.50
C73	0508'51"	319.50	28.89
C74	0511'22"	11252.48	826.37
C75	87°18'08"	10.00	15.23
C76	72°27'45"	10.00	12.65
C77	44°20'32"	200.00	154.78
C78	02°48'27"	11252.48	351.33
C79	5557'02"	25.00	70.62
C80	0405'91"	25.00	3.35
C81	4511'26"	52.50	41.44
C82	1013'33"	52.50	32.61
C83	0703'07"	200.00	10.85
C84	4030'14"	595.00	426.62
C85	0809'53"	75.00	10.69
C86	0530'30"	318.50	30.72
C87	0751'42"	240.00	32.93
C88	0416'31"	285.00	21.46
C89	8946'57"	25.00	39.18
C90	8011'03"	25.00	39.36
C91	9640'39"	25.00	42.18
C92	0911'03"	25.00	39.36
C93	8946'57"	25.00	39.18
C94	6622'20"	25.00	37.69
C95	0611'44"	245.00	26.49
C96	9511'19"	25.00	41.93
C97	9011'03"	25.00	39.36
C98	9009'00"	25.00	39.27
C99	9009'00"	25.00	39.27
C100	3921'27"	595.00	346.86
C101	0211'39"	11252.48	437.49
C102	2818'17"	240.00	116.55
C103	0293'34"	11245.33	419.21
C104	1636'06"	59.50	15.71
C105	5029'58"	25.00	22.25
C106	9144'43"	59.50	84.07
C107	0072'35"	11252.48	15.09
C108	1956'49"	215.00	74.97
C109	3119'57"	37.00	28.07
C110	0012'27"	11252.48	40.73
C111	3123'12"	37.00	20.27
C112	0005'41"	11252.48	18.58

NUMBER	DIRECTION	DISTANCE
C1	S38°45'08" W	13.33'
C2	S09°23'35" E	21.59'
C3	S09°23'35" E	13.33'
C4	S08°21'02" E	45.31'
C5	S28°00'15" E	10.90'
C6	S15°04'23" W	19.81'
C7	S09°25'55" E	22.50'
C8	S09°25'55" E	22.50'
C9	S09°25'55" E	41.03'
C10	N51°14'52" W	69.75'
C11	N51°14'52" W	40.00'
C12	N51°14'52" W	40.00'
C13	N51°14'52" W	15.42'
C14	N51°14'52" W	14.00'
C15	N51°14'52" W	12.90'
C16	S44°28'22" E	75.12'
C17	S44°28'22" E	51.43'
C18	S11°18'10" E	51.43'
C19	S11°18'10" E	51.43'
C20	S12°56'05" W	24.04'
C21	N99°10'00" W	136.99'
C22	N87°22'05" W	97.56'
C23	N32°45'08" W	45.55'
C24	S38°59'32" E	60.94'
C25	S09°25'35" W	4.09'
C26	S09°34'05" W	20.00'
C27	S09°34'05" W	20.00'
C28	S09°34'05" W	12.73'
C29	S09°21'02" W	17.32'
C30	S81°31'28" E	19.00'
C31	S05°21'02" W	17.04'
C32	S05°21'02" W	15.18'
C33	S06'25'35" W	4.09'
C34	S07'29'45" W	40.38'
C35	S07'29'45" W	12.73'
C36	S16°18'10" W	51.43'
C37	S16°18'10" W	20.22'
C38	S15°57'30" W	15.60'
C39	S17°41'24" W	44.11'
C40	S15°57'32" W	27.56'
C41	N59°07'44" E	80.90'
C42	S15°57'32" W	15.71'
C43	S09°26'35" E	10.46'
C44	S46°14'25" E	31.54'
C45	S15°57'32" W	22.27'
C46	S53°31'28" E	16.04'
C47	N15°47'04" W	134.43'
C48	S04°12'07" W	31.12'
C49	S09°23'55" E	20.09'
C50	S04°12'07" W	31.12'

FOR INTERIOR LINework ONLY


NUMBER	DIRECTION	DISTANCE
C46	S00°25'35" E	20.09'
C47	N85°47'47" W	31.03'
C48	S09°21'02" W	13.32'
C49	S09°21'02" W	13.32'
C50	S09°21'02" W	19.90'
C51	S09°25'55" E	12.57'
C52	S09°25'55" E	12.57'
C53	S09°25'55" E	41.03'
C54	N51°14'52" W	69.75'
C55	N03°13'11" W	30.15'
C56	N51°14'52" W	30.15'
C57	S15°22'34" W	16.52'
C58	N01°24'32" W	35.41'
C59	S65°28'05" W	21.52'
C60	S14°02'10" W	35.66'
C61	S15°26'05" W	24.04'
C62	N99°10'00" W	136.99'
C63	N87°22'05" W	97.56'
C64	N46°10'00" W	85.60'
C65	N32°12'17" E	12.57'
C66	S09°48'05" E	25.65'
C67	N13°30'02" W	42.28'
C68	N51°40'15" W	76.36'
C69	S38°45'08" W	45.55'
C70	S15°59'32" E	60.94'
C71	S05°23'18" W	30.16'
C72	S15°14'52" E	30.16'
C73	N07'15'00" W	60.51'
C74	S44°28'22" E	39.18'
C75	S17°46'10" W	51.43'
C76	S14°11'24" W	20.22'
C77	S15°57'30" W	15.60'
C78	S17°41'24" W	44.11'
C79	S15°57'32" W	27.56'
C80	N59°07'44" W	80.90'
C81	S15°57'32" W	15.71'
C82	S09°28'35" E	10.46'
C83	S15°57'32" W	22.27'
C84	S53°31'28" E	16.04'
C85	S15°19'34" W	28.50'
C86	S42'01'18" W	99.82'
C87	S42'01'18" W	101.89'
C88	S57°46'49" W	124.26'

LINE TABLE

#P20FP00011 P19TP00006 C09 04-01 J08 #2021-320542 AND S09 NO. 2020150683, BEING A PORTION OF SECTIONS 8 AND 9, T16S, R16E, GRSRBM, PIMA COUNTY, ARIZONA



Baker & Associates Engineering, Inc.
 3511 E. Santa Fe Drive, Suite 225, Tucson, Arizona 85718 (520) 318-1000 Fax (520) 318-1000

REFERENCE: P19TP00006; P19TP00006; C09 04-01 J08 #2021-320542 AND S09 NO. 2020150683, BEING A PORTION OF SECTIONS 8 AND 9, T16S, R16E, GRSRBM, PIMA COUNTY, ARIZONA

FINAL PLAT for HANSON RIDGE, LOTS 1-59, 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/UPRAN 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 S09 NO. 20201320542 AND S09 NO. 2020150683, BEING A PORTION OF SECTIONS 8 AND 9, T16S, R16E, GRSRBM, PIMA COUNTY, ARIZONA

SEQUENCE #

**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. Subdivider's 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

Chair, Board of Supervisors

SUBDIVIDER: Meritage Homes of Arizona, Inc., an Arizona corporation

By: Jeffrey R. Grobstein

Its: Jeffrey R. Grobstein, Division President

ATTEST:

Clerk of the Board

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: Cindy A. Reiche

Its: Trust Officer

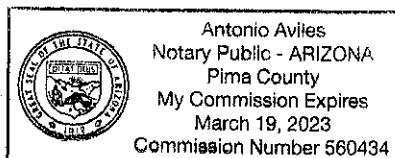
STATE OF ARIZONA)
County of Pima)

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.

Cindy A. Reiche
Notary Public

My Commission Expires:

03/19/2023



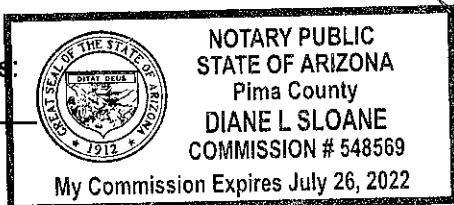
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 26th day of January, 2021, by Cindy A. Reiche 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.

Cindy A. Reiche
Notary Public

My Commission Expires:

7/04/2022



**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. Subdivider's 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-plotting. Notice of default and intent to re-plot will be sent to the last known address of Subdivider and Trustee by certified mail not less than thirty days before County exercises its option to re-plot under this paragraph.

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

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

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

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

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

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

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

2.17. *Effective Date.* This Agreement is effective on the _____ day of _____ 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:

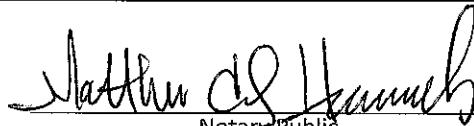
TRUSTEE: Stewart Title & Trust of Tucson, Inc., an Arizona corporation, as Trustee under Trust No 3758, and not in its corporate capacity

Clerk of the Board

By: 
Its: Trust Officer _____

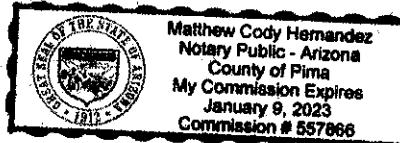
STATE OF ARIZONA)
County of Pima)

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.


Matthew Cody Hernandez
Notary Public

My Commission Expires:

01/09/2023

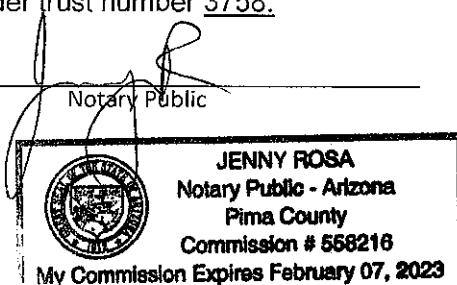


STATE OF ARIZONA)
County of Pima)

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

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

Chair, Board of Supervisors

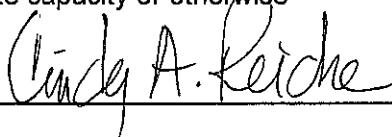
SUBDIVIDER:
Forestar (USA) Real Estate Group, Inc., a
Delaware corporation

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

ATTEST:

Clerk of the Board

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

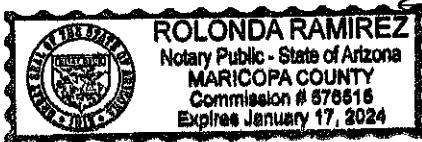
By: 
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

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



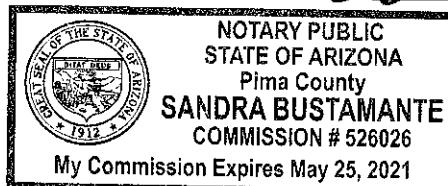
Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 11th day of February 2021,
by Cindy A. Reiche, 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