

COB - BOSAIR FORM

11/25/2025 3:20 PM (MST)



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

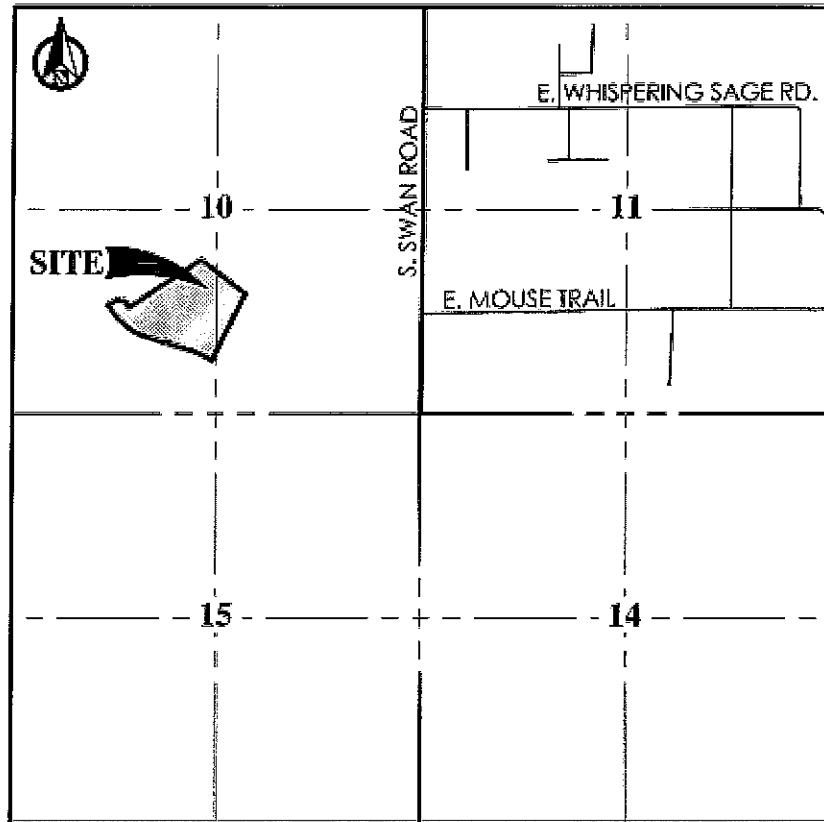
Award Type:	Agenda Item
Is a Board Meeting Date Requested?	Yes
Requested Board Meeting Date:	12/16/2025
Project Title / Description:	P24FP00018 - VERANO, SECTION 10, BLOCK 1, PARCEL K, LOTS 1-130 COMMON AREA 'A', 'B', 'C', 'E', AND 'F'

Agenda Item Report

Introduction / Background:	FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY RE-SUBDIVIDED PROPERTY.
Discussion:	N/A
Conclusion:	N/A
Recommendation:	STAFF RECOMMENDS APPROVAL
Fiscal Impact:	N/A
Support of Prosperity Initiative:	1. Increase Housing Mobility and Opportunity
Provide information that explains how this activity supports the selected Prosperity Initiative	APPROVING THIS PLAT PROVIDES 130 UNITS OF ADDITIONAL HOUSING WITHIN PIMA COUNTY.
Board of Supervisor District:	• 2
Department:	DEVELOPMENT SERVICES
Name:	Thomas Drzazgowski
Telephone:	5207246490
Department Director Signature:	
Deputy County Administrator Signature:	
Date:	11/26/25
Date:	11/26/2025

County Administrator Signature: 

Date: 11/29/2025



VICINITY MAP

N.T.S.

PORTION OF SOUTH 1/2 OF SEC. 10, T16S, R14E.
GILA AND SALT BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

P24FP00018

"VERANO, SECTION 10, BLOCK 1, PARCEL K"

LOTS 1-130, AND COMMON AREA 'A' (OPEN SPACE),
COMMON AREA 'B', (OPEN SPACE & PRIVATE
DRAINAGE), COMMON AREA 'C' (OPEN SPACE & TRAIL),
COMMON AREA 'E' (OPEN SPACE, PRIVATE DRAINAGE, &
TRAIL), AND COMMON AREA 'F' (RECREATIONAL OPEN
SPACE & PRIVATE DRAINAGE)

FINAL PLAT
OF

"VERANO, SECTION 10, BLOCK 1, PARCEL K"

LOTS 1-10, AND COMMON AREA 'A' (OPEN SPACE), COMMON AREA 'B' (OPEN SPACE & PRIVATE DRAINAGE), COMMON AREA 'C' (OPEN SPACE & TRAIL), COMMON AREA 'D' (OPEN SPACE, PRIVATE DRAINAGE, & TRAIL), AND COMMON AREA 'F' (RECREATIONAL OPEN SPACE & PRIVATE DRAINAGE)
BEING A RE-PLAT OF BLOCK 1, PARCEL K OF THE "VERANO, SECTION 10, FINAL BLOCK PLAT"
AS RECORDED IN SEQUENCE NO. 20251270445, PIMA COUNTY RECORDS,
SITUATED IN A PORTION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 14 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

ASSURANCES:

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 2004,
AS RECORDED IN SEQUENCE NUMBER 20251270445, HAS BEEN PROVIDED TO
GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE
CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

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

ATTEST:

I, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY
THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA
COUNTY, ARIZONA, ON THE 20 DAY OF NOVEMBER, 2012.

BY:
CLERK, BOARD OF SUPERVISORS
DATE

JURIDICATION:

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

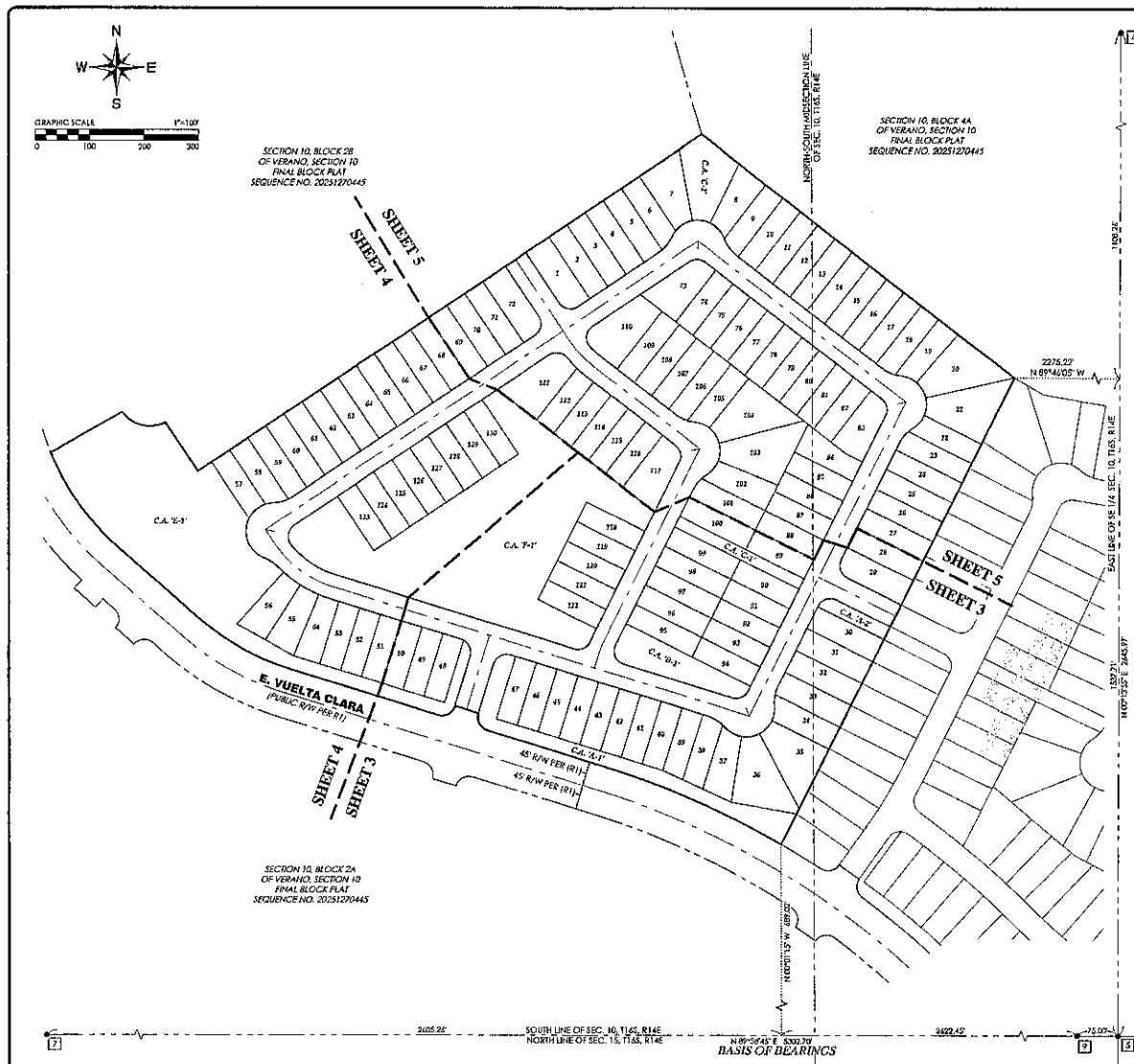
WE THE UNDERSIGNED DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD
CONTROL DISTRICT, THEIR SUCCESSORS, ASSIGNEES, OFFICERS, AGENTS AND AGENTS FROM
ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS
PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE
 CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

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

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

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE
PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND
ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS,
INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ABOVEGROUND AND
UNDERGROUND UTILITIES AND PUBLIC SEWERS.

COMMON AREA "A" - AS 1-5, 10-11, 14-15, 17-18, 20-21, 24-25, 28-29, 32-33, 36-37, 40-41, 44-45, 48-49, 52-53, 56-57, 60-61, 64-65, 68-69, 72-73, 76-77, 80-81, 84-85, 88-89, 92-93, 96-97, 100-101, 104-105, 108-109, 112-113, 116-117, 120-121, 124-125, 128-129, 132-133, 136-137, 140-141, 144-145, 148-149, 152-153, 156-157, 160-161, 164-165, 168-169, 172-173, 176-177, 180-181, 184-185, 188-189, 192-193, 196-197, 198-199, 202-203, 206-207, 210-211, 214-215, 218-219, 222-223, 226-227, 230-231, 234-235, 238-239, 242-243, 246-247, 250-251, 254-255, 258-259, 262-263, 266-267, 270-271, 274-275, 278-279, 282-283, 286-287, 290-291, 294-295, 298-299, 302-303, 306-307, 310-311, 314-315, 318-319, 321-322, 325-326, 328-329, 332-333, 336-337, 340-341, 344-345, 348-349, 352-353, 356-357, 360-361, 364-365, 368-369, 372-373, 376-377, 380-381, 384-385, 388-389, 392-393, 396-397, 398-399, 402-403, 406-407, 410-411, 414-415, 418-419, 422-423, 426-427, 430-431, 434-435, 438-439, 442-443, 446-447, 450-451, 454-455, 458-459, 462-463, 466-467, 470-471, 474-475, 478-479, 482-483, 486-487, 490-491, 494-495, 498-499, 502-503, 506-507, 510-511, 514-515, 518-519, 522-523, 526-527, 530-531, 534-535, 538-539, 542-543, 546-547, 550-551, 554-555, 558-559, 562-563, 566-567, 570-571, 574-575, 578-579, 582-583, 586-587, 590-591, 594-595, 598-599, 602-603, 606-607, 610-611, 614-615, 618-619, 622-623, 626-627, 630-631, 634-635, 638-639, 642-643, 646-647, 650-651, 654-655, 658-659, 662-663, 666-667, 670-671, 674-675, 678-679, 682-683, 686-687, 690-691, 694-695, 698-699, 702-703, 706-707, 710-711, 714-715, 718-719, 722-723, 726-727, 730-731, 734-735, 738-739, 742-743, 746-747, 750-751, 754-755, 758-759, 762-763, 766-767, 770-771, 774-775, 778-779, 782-783, 786-787, 790-791, 794-795, 798-799, 802-803, 806-807, 810-811, 814-815, 818-819, 822-823, 826-827, 830-831, 834-835, 838-839, 842-843, 846-847, 850-851, 854-855, 858-859, 862-863, 866-867, 870-871, 874-875, 878-879, 882-883, 886-887, 890-891, 894-895, 898-899, 902-903, 906-907, 910-911, 914-915, 918-919, 922-923, 926-927, 930-931, 934-935, 938-939, 942-943, 946-947, 950-951, 954-955, 958-959, 962-963, 966-967, 970-971, 974-975, 978-979, 982-983, 986-987, 990-991, 994-995, 998-999, 1002-1003, 1006-1007, 1010-1011, 1014-1015, 1018-1019, 1022-1023, 1026-1027, 1030-1031, 1034-1035, 1038-1039, 1042-1043, 1046-1047, 1050-1051, 1054-1055, 1058-1059, 1062-1063, 1066-1067, 1070-1071, 1074-1075, 1078-1079, 1082-1083, 1086-1087, 1090-1091, 1094-1095, 1098-1099, 1102-1103, 1106-1107, 1110-1111, 1114-1115, 1118-1119, 1122-1123, 1126-1127, 1130-1131, 1134-1135, 1138-1139, 1142-1143, 1146-1147, 1150-1151, 1154-1155, 1158-1159, 1162-1163, 1166-1167, 1170-1171, 1174-1175, 1178-1179, 1182-1183, 1186-1187, 1190-1191, 1194-1195, 1198-1199, 1202-1203, 1206-1207, 1210-1211, 1214-1215, 1218-1219, 1222-1223, 1226-1227, 1230-1231, 1234-1235, 1238-1239, 1242-1243, 1246-1247, 1250-1251, 1254-1255, 1258-1259, 1262-1263, 1266-1267, 1270-1271, 1274-1275, 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3826-3827, 3830-3831, 3834-3835, 38



PARCEL K LINE TABLE		
LINE #	BEARING	DISTANCE
I1	N72°32'45"W	45.00'
I2	S01°58'23"W	14.79'
I3	S77°07'20"E	15.53'
I4	N23°11'03"EW	15.73'
I5	S17°04'11"E	22.50'
I6	N37°46'30"E	30.00'
I7	S76°45'30"E	16.97'
I8	S77°07'27"E	15.53'
I9	N24°31'38"E	23.67'
I10	S28°31'38"E	31.90'
I11	S63°28'00"E	33.30'

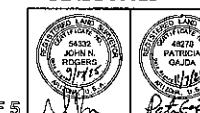
PARCEL K CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	25.00'	39.27'	90°00'00"	N27°45'37"W
C2	25.00'	39.27'	99°00'00"	N62°04'15"W
C3	200.00'	44.59'	18°30'15"	S43°01'37"E
C4	200.00'	32.89'	9°45'22"	S21°48'57"W
C5	200.00'	136.56'	39°07'15"	N52°00'07"W
C6	177.50'	100.88'	32°33'48"	S54°36'51"E
C7	222.50'	112.18'	28°53'14"	S58°27'08"E
C8	44.50'	29.21'	25°54'59"	N56°59'01"NW
C9	52.50'	145.13'	189°22'16"	S09°14'08"SW
C10	25.00'	42.13'	94°53'27"	S07°54'07"WW
C11	64.50'	34.25'	32°12'15"	N72°19'38"E
C12	25.00'	36.74'	84°12'10"	N81°40'25"WW
C13	25.00'	39.27'	90°00'00"	N11°10'30"E
C14	25.00'	39.27'	90°00'00"	S78°44'30"E
C15	25.00'	43.39'	99°24'07"	S03°30'27"WW
C16	177.50'	28.09'	90°45'05"	S47°44'41"E
C17	222.50'	49.34'	12°42'24"	S49°53'32"E
C18	44.50'	36.25'	32°12'15"	S68°22'52"E
C19	52.50'	131.23'	149°01'02"	N12°52'33"WW
C20	44.50'	36.25'	32°12'15"	S42°37'55"E
C21	25.00'	34.39'	78°42'22"	H12°52'37"WW
C22	64.50'	34.25'	32°12'15"	H49°07'23"WW
C23	52.50'	124.53'	135°41'16"	N88°01'37"WW
C24	64.50'	36.25'	32°12'15"	S34°10'37"E
C25	25.00'	31.20'	71°29'45"	N88°01'37"WW
C26	64.50'	36.25'	32°12'15"	S48°22'52"E
C27	52.50'	131.23'	143°01'25"	N12°52'33"WW
C28	64.50'	36.25'	32°12'15"	S42°37'45"E
C29	25.00'	34.39'	78°42'22"	H12°52'33"WW
C30	25.00'	39.27'	90°00'00"	S10°28'22"E
C31	25.00'	39.27'	90°00'00"	S71°31'36"E
C32	64.50'	36.25'	32°12'15"	S10°25'30"WW
C33	52.50'	132.85'	144°59'00"	N68°45'57"E
C34	64.50'	36.25'	32°12'15"	H54°47'37"WW
C35	25.00'	35.16'	80°34'38"	H46°48'57"WW
C36	25.00'	43.38'	99°23'22"	S27°11'03"WW
C37	222.50'	14.08'	3°37'32"	S24°42'52"WW
C38	25.00'	36.74'	84°12'10"	N69°00'11"E
C39	25.00'	39.27'	90°00'00"	S42°08'15"WW
C40	25.00'	39.27'	90°00'00"	S53°34'57"WW

COMMON AREA SUMMARY TABLE		
C.A. 'A'	OPEN SPACE	
C.A. 'A-2'	21,536 SQ. FT.	0.494 AC.
C.A. 'A-2'	3,473 SQ. FT.	0.080 AC.
C.A. 'B'	OPEN SPACE & PRIVATE DRAINAGE	
C.A. 'B-3'	12,892 SQ. FT.	0.296 AC.
C.A. 'C'	OPEN SPACE & TRAIL	
C.A. 'C-1'	5,358 SQ. FT.	0.123 AC.
C.A. 'C-2'	10,892 SQ. FT.	0.245 AC.
C.A. 'E'	OPEN SPACE, PRIVATE DRAINAGE, & TRAIL	
C.A. 'E-1'	98,961 SQ. FT.	2.272 AC.
C.A. 'F'	RECREATIONAL OPEN SPACE & PRIVATE DRAINAGE	
C.A. 'F-1'	146,470 SQ. FT.	3.300 AC.

BASIS OF BEARINGS
THE SOUTH LINE OF SECTION 10, TOWNSHIP 16 SOUTH,
RANGE 14 EAST, SAID BEARING BEING S 89°58'45" W
MEASURED BETWEEN MONUMENTS NUMBER 5 AND
SHOWN HEREIN AND DESCRIBED UNDER MONUMENT
NOTES.

FLOODPLAIN
ACCORDING TO FLOOD INSURANCE RATE MAP (FIR)
PANEL 04019C2900L, DATED JUNE 16, 2011. THIS PLATE
LOCATED IN FLOOD INSURANCE ZONE "X", DEFERRED
AREAS OF 0.25 ANNUAL CHANCE FLOOD WITH
AVERAGE DEPTHS OF LESS THAN 1 SQUARE FOOT OR
DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND
AREAS PROTECTED BY LEVEES FROM 1% ANNUAL
CHANCE FLOOD.

P23TP00007
P24FP00018



SHEET 2 OF

SURVEYED BY:

PREPARED BY:
 GMcivil
Engineering & Surveying
1111 University Blvd., Suite 200-100
Jackson, Michigan 49201

"FINAL PLAT OF VERANO, SECTION 10, BLOCK 1, PARCEL K"

W:\TOPSEA - Verano\COGO\DE-PLAT\OSFINAL BLOCK 1;PARCEL 10934-FARCL K-SHEETS.Dwg

**SEE SHEET 2 FOR
LINE & CURVE TABLES**

SHEET 3 OF 5

P23TP00007
P24FP00018

SURVEYED BY:

SURVEYED BY: 

**ENVIRONMENTAL
INFRASTRUCTURE**
2025 W Flushing Rd, Ste
Tucson, Arizona 87504

IMPROVEMENTS

SURVEYED BY:  **ALTA**
ENVIRONMENTAL
INFRASTRUCTURE
2025 W. Rutherford Rd., Ste. 500
Tucson, Arizona 85745

"FINAL PLAT OF VERANO, SECTION 10, BLOCK 1, PARCEL K"

L &
RE
* 125
66

SECTION 10, BLOCK 2A
OF VERANO, SECTION 10
FINAL BLOCK PLAT
SEQUENCE NO. 20251270445

SECTION 10, BLOCK 28
OFVERANO, SECTION 10
FINAL BLOCK PLAT
SEQUENCE NO. 2025127044

A graphic scale consisting of a horizontal line with numerical markings. The scale starts at 0 and ends at 100. There are major tick marks at 0, 40, 60, and 100. Between 0 and 40, there are four smaller tick marks, each labeled with the number 20. Between 40 and 60, there are two smaller tick marks, each labeled with the number 30. Between 60 and 100, there are four smaller tick marks, each labeled with the number 40.

SEE SHEET 2 FOR
LINE & CURVE TABLE

10 PUE
40.00
N 54°13'30" E
PUE

CALL 7-1
116,875
SQ. FT.

SEE SHEET 2 FOR LINE & CURVE TABLE

P24FP00018 P23TP00007

SHEET 4 OF 5

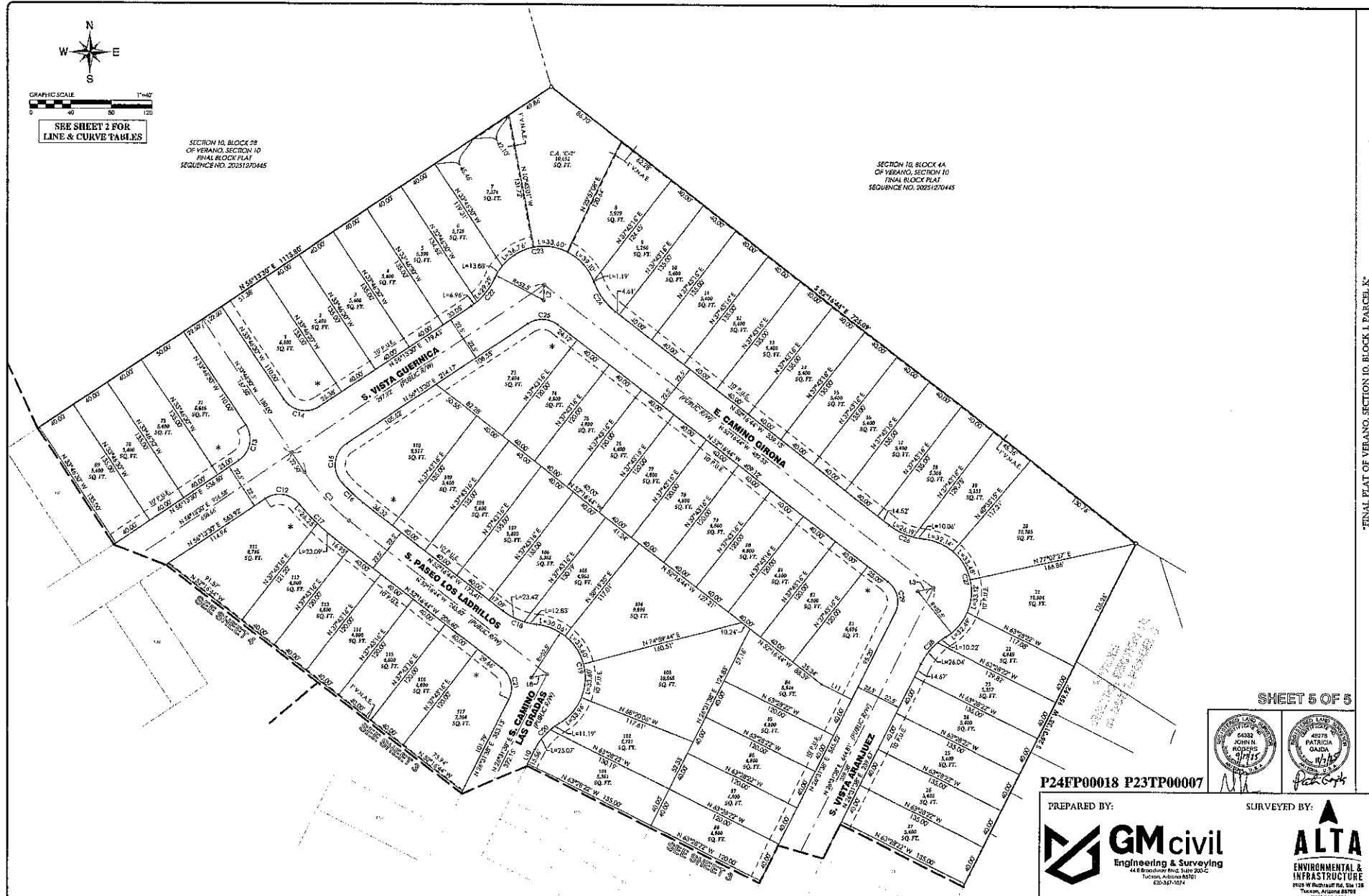
PREPARED BY

STUDY GUIDE BY



GM civil
Engineering & Surveying
44 Euston Road, Suite 200-C
London, Ontario N3B 2C6

BY: 
ALTA
ENVIRONMENTAL &
INFRASTRUCTURE
2025 W. Glendale Rd. Ste. 125
Tucson, Arizona 85705
(520) 726-6851



**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P24FP00018,P23TP00007]

THIS AGREEMENT is made and entered into by and between SBH Verano LP, an Arizona limited liability company or successors in interest ("Subdivider"), Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company ("Trustee"), as trustee under Trust No. 2304; 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 Final Plat of "Verano, Section 10", Block 1, Parcel K Lots 1-130, and Common Areas "A" (Open Space), Common Area "B" (Open Space & Private Drive), Common Area "C" (Open Space & Trail), Common Area "E" (Open Space, Private Drainage, & Trail), and Common Area "F" (Recreational Open Space & Private Drainage) 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.

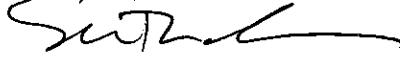
2.17. *Effective Date.* This Agreement is effective on the _____ day of _____, 20____, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

Chair, Board of Supervisors

SUBDIVIDER: SBH Verano LP, an Arizona limited liability company

By: AGS LLC
an Arizona limited liability company
Its: General Partner

By: 
Name: Sean T. Walters
Its: Manager

ATTEST:

Clerk of the Board

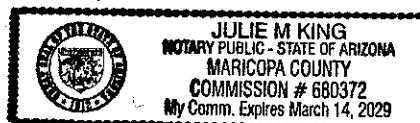
TRUSTEE: Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee under Trust No 2304, only and not otherwise

By: _____
Name: Shaun Tessensohn
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 29th day of September, 2025, by Sean T. Walters, the Manager of AGS LLC, an Arizona limited liability company, the General Partner of SBH Verano LP ("Subdivider"), an Arizona limited partnership.

My Commission Expires:
3/14/2029
STATE OF ARIZONA)
County of Pima)



The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Shaun Tessensohn, Trust Officer of Landmark Title Assurance Agency of Arizona, LLC ("Trustee"), an Arizona limited liability company, as trustee under trust number 2304, only and not otherwise.

My Commission Expires:

Notary Public

2.17. *Effective Date.* This Agreement is effective on the _____ day of _____, 20____, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

Chair, Board of Supervisors

SUBDIVIDER: SBH Verano LP, an Arizona limited liability company

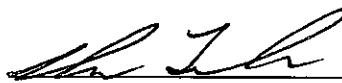
By: AGS LLC
an Arizona limited liability company
Its: General Partner

By: _____
Name: Sean T. Walters
Its: Manager

ATTEST:

Clerk of the Board

TRUSTEE: Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee under Trust No 2304, only and not otherwise

By: 
Name: Shaun Tessensohn
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Sean T. Walters, the Manager of AGS LLC, an Arizona limited liability company, the General Partner of SBH Verano LP ("Subdivider"), an Arizona limited partnership.

Notary Public

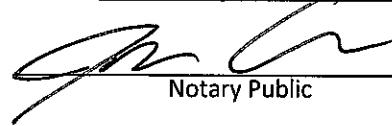
My Commission Expires:

STATE OF ARIZONA)
County of Pima)
MARICOPA

The foregoing instrument was acknowledged before me this 24th day of September, 20 25, by Shaun Tessensohn, Trust Officer of Landmark Title Assurance Agency of Arizona, LLC ("Trustee"), an Arizona limited liability company, as trustee under trust number 2304, only and not otherwise.

My Commission Expires:
June 19, 2028





Notary Public