



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: July 3, 2018

Title: Final Plat (P16FP00004) El Portal Dorado, Lots 1 Thru 5

Introduction/Background:

Final Plat process to create a legally subdivided property.

Discussion:

N/A

Conclusion:

N/A

Recommendation:

Staff recommends approval of the Subdivision Plat

Fiscal Impact:

N/A

Board of Supervisor District:

1 2 3 4 5 All

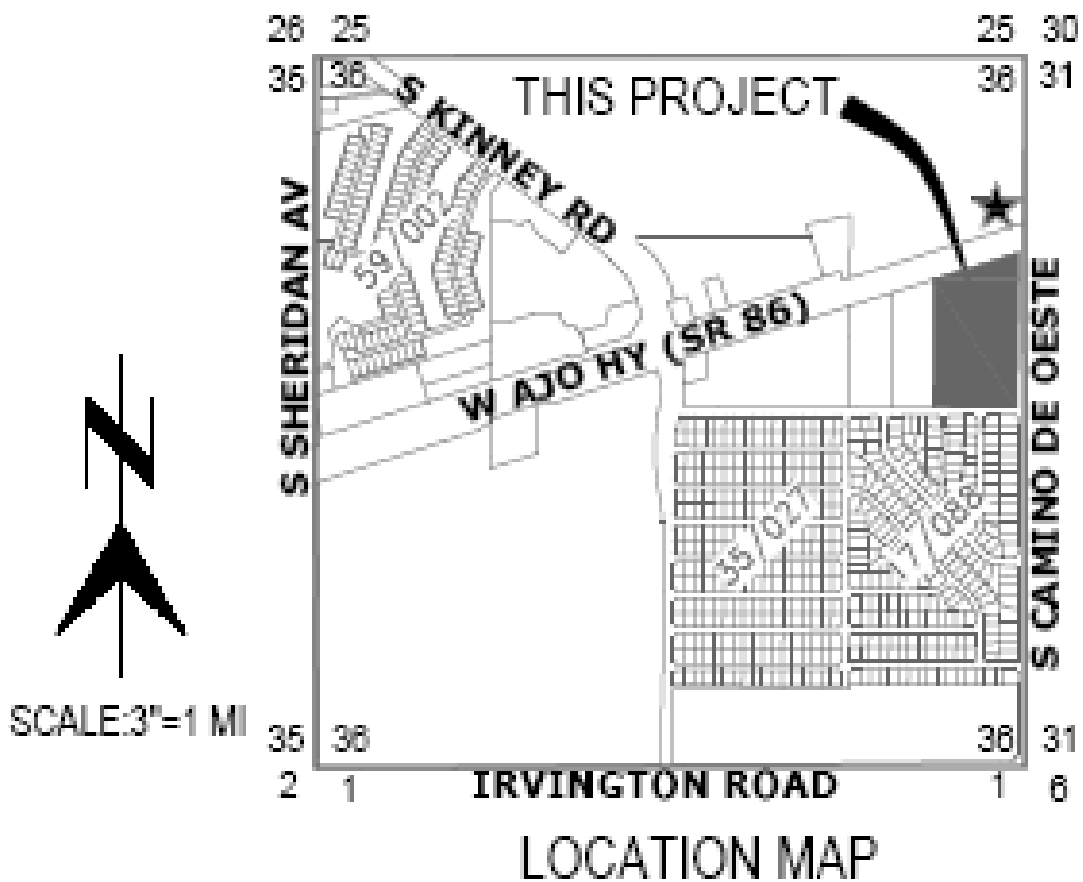
Department: Development Services Telephone: 724-6490

Contact: Laith Alshami Telephone: 724-9519

Department Director Signature/Date:  6/14/18

Deputy County Administrator Signature/Date:  6/15/18

County Administrator Signature/Date:  6/18/18



SECTION 36,
T14S, R12E, G&SRB&M,
PIMA COUNTY, ARIZONA

P16FP00004

El Portal Dorado

Lots 1 Thru 5



SEQUENCE: 20172760214
No. Pages: 18
10/3/2017 11:56 AM

F. ANN RODRIGUEZ, RECORDER
Recorded By: HEM(e-recording)



When recorded, return to:
David A. McEvoy, Esq.
4560 East Camp Lowell Drive
Tucson, Arizona 85712

05504-30789-MJ

ARS 11-1134

A2

SHOPPING CENTER EASEMENT AREA AGREEMENT

This Shopping Center Easement Area Agreement ("Agreement") is made as of the 27th day of September, 2017 (the "Effective Date"), between ADG Ajo LLC, an Arizona limited liability company ("Developer"), and Sixteenth & Ajo, L.L.C., an Arizona limited liability company ("Initial Lot Owner"), in recognition of the following facts and intentions:

A. Developer is the owner of the Developer Parcel as legally described in Exhibit A attached hereto and incorporated herein by this reference.

B. Initial Lot Owner is the owner of the Initial Lot as legally described in Exhibit B attached hereto and incorporated herein by this reference.

C. The Developer Parcel and the Initial Lot together comprise a shopping center known as El Portal Dorado ("Shopping Center") located in the City of Tucson ("City"), Arizona, and are depicted in the Site Plan attached hereto as Exhibit C and incorporated herein by this reference.

D. Concurrently herewith, Developer sold the Initial Lot to Initial Lot Owner. Developer intends to sell portions of the Developer Parcel to third party buyers, and each of such portions may be referred to herein as a "Lot" and together with the Initial Lot may be referred to herein as the "Lots."

E. Developer and Initial Lot Owner desire that portions of the Shopping Center located on each Lot be available for common use for ingress, egress and parking for the mutual benefit of the Lots.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Developer and Initial Lot Owner hereby agree as follows:

1. Use of Easement Areas.

1.1 Definition of Easement Areas. "Easement Areas" shall be the portions of the Shopping Center indicated on the Site Plan as drive aisles, parking areas and sidewalks, as the same may be modified from time to time by Developer; provided that such modifications shall not

materially and adversely affect access to or from any Lot and the public streets (Ajo Highway and Camino de Oeste) adjacent to the Shopping Center nor reduce the number of parking spaces available for the benefit of any Lot below the number of parking spaces required by applicable own parking codes in connection with the permitted use of such Lot. The Easement Areas may be used by Developer, Initial Lot Owner, and their respective successors and assignees for purposes of vehicular access and parking, pedestrian access, utilities, drainage and solid waste disposal to be maintained pursuant to this Agreement.

1.2 Grant of Easements.

1.2.1 Access and Parking Easement. Developer, Initial Lot Owner, and their respective successors and assignees, as grantors, hereby grant to the existing and future owners and users of the Lots, as grantees, and to the agents, customers, invitees, licensees, tenants and employees of the grantees, a nonexclusive and perpetual easement for the benefit of the Lots over, on and through the Easement Areas for roadways, walkways, ingress and egress, loading and unloading of commercial and other vehicles.

1.2.2 Utility Easement. Developer, Initial Lot Owner, and their respective successors and assignees, as grantors, hereby grant to the existing and future owners and users of the Lots, as grantees, a nonexclusive and perpetual easement for the benefit of the Lots, on, across and under the Easement Areas, to install, use, maintain, repair and replace public utility services, to the extent necessary to service the Lots. The location of any utilities hereafter installed shall be proposed by the owner of a Lot to the owner of the Developer Parcel, and the owner of the Development Parcel reasonably shall approve or disapprove such proposal. Any utility services installed by the owner of a Lot (a) shall be subject to compliance with applicable laws, (b) shall be performed at the expense of the owner of such Lot, (c) shall not result in any mechanic's lien against any portion of the Shopping Center and (d) may be relocated by the owner of the Developer Parcel from time to time at the expense of the owner of the Developer Parcel as long as such relocation shall not materially and adversely affect the quality or quantity of utility services for the benefit of any Lot.

1.2.3 Signs. Developer, Initial Lot Owner, and their respective successors and assignees, as grantors, hereby grant to the existing and future owners and users of the Lots, as grantees, a nonexclusive and perpetual right for the benefit of the Lots, to place sign panels within monument or pylon signs in the Shopping Center; provided that (a) neither Developer nor Initial Lot Owner represents or warrants that there will be any monument sign or pylon sign for the Shopping Center or, if any such sign shall be constructed or installed, it may not be replaced if it is damaged or removed, (b) Developer shall reasonably and equitably (i) allocate sign panel spaces in monument or pylon signs in the Shopping Center among the owners of Lots who wish to have sign panels therein and (ii) charge owners of Lots who wish to have such sign panels fees for the use of such sign panel spaces and such fees shall be used exclusively to offset CAM Costs (as defined below) and shall be included as income in the CAM Budget (as defined below); (c) the financial responsibility for the permitting, maintenance and repair of the monument or pylon sign structures (but not the sign panels in such structures) shall be satisfied through the CAM Costs, and (d) the financial responsibility for the permitting, maintenance, repair and replacement of the

sign panels in such monument or pylon sign structures shall be satisfied by the respective Lot owner who shall use such sign panel.

1.3 Limitations on Use.

1.3.1 Customers. Each Lot owner, and its tenants, successors and assignees, shall use reasonable efforts to ensure that customers and invitees of the business operated on its Lot shall not be permitted to use the Easement Areas except while shopping or transacting business in the Shopping Center.

1.3.2 General. Any activity within the Easement Areas other than its primary purpose of the Easement Areas, which is to provide for access and parking for the customers, invitees and employees of those businesses conducted with the Shopping Center and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Each Lot owner, and its tenants, successors and assignees, covenant and agree that, to the extent allowed by law, they will not allow the Easement Areas to be used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Shopping Center.

2. **Maintenance of Easement Areas.**

2.1 Standards. Developer shall maintain the Easement Areas in good condition and repair. The maintenance is to include, without limitation, the following:

2.1.1 Maintaining the surfaces of all sidewalks, restriping and maintenance of paved and parking areas in a reasonable condition with the type of surfacing material originally installed or such substitute as shall be equal in quality, use and durability;

2.1.2 Periodically thoroughly sweeping the Easement Areas to the extent reasonably necessary to keep the area in a clean and orderly condition;

2.1.3 Keeping in good condition and repair and replacing all lighting not maintained by a local utility company, and any necessary appropriate directional signs, markers and curbs;

2.1.4 Maintaining, trimming and watering, mowing and weeding all landscaped areas and making such replacements of shrubs and other landscaping as is necessary;

2.1.5 Assuring that the Easement Areas comply with all governmental laws and regulations hereinafter in effect; and

2.1.6 Repairing any damage to the Easement Area.

2.2 Maintenance Responsibility. The responsibility for maintenance of the Easement Areas shall be vested in Developer who shall maintain the Common Maintenance Areas to the standards set forth in this Section 2 and shall be entitled to reimbursement for certain costs incurred in connection with such maintenance as set forth in Section 2.3 below. Developer shall utilize a competitive bid process, if reasonable under the circumstances to do so, to obtain any services or

expenses subject to reimbursement pursuant to Section 2.3 below and shall not contract with any person or entity related to or affiliated with Developer or any owners, investors unless the costs of doing so are equal to or less than the lowest cost available under such competitive bid process, if such a process is reasonable under the circumstances.

2.3 Payment and Calculation.

2.3.1 Developer shall expend such funds as are reasonably necessary for the operation and maintenance of the Easement Areas (including without limitation maintenance, repair and replacement costs for pavement areas, landscaped areas and monument or pylon signs in the Shopping Center, real property taxes and assessments, and liability and property insurance premiums), and shall promptly pay such costs ("CAM Costs") when incurred. Exclusions from CAM Costs include but are not limited to the following:

2.3.1.1 Any late charges or fees;

2.3.1.2 profit, administrative and overhead costs except for a management fee payable in accordance with Section 2.3.8 below or to Developer in an amount not to exceed ten percent (10%) of annual CAM Costs (not including any tax or insurance costs) may be included as a CAM Cost;

2.3.1.3 entertainment, transportation, meals and lodging of anyone, and plaques, trophies and gift certificates;

2.3.1.4 depreciation and amortization;

2.3.1.5 costs incurred by Developer for alterations which are considered capital improvements and replacements, including without limitation the installation or construction of walls, sidewalks and vegetation (other than landscaping maintenance and repair expenses);

2.3.1.6 expenses in connection with services or other benefits which are offered to one or more occupants of the Shopping Center and who are charged directly for such services or other benefits;

2.3.1.7 interest, points and fees on debt or amortization on any mortgage or mortgages encumbering the Shopping Center;

2.3.1.8 all items and services for which an owner or occupant in the Shopping Center reimburses Developer;

2.3.1.9 electrical power costs for which any owner or occupant in the Shopping Center directly contracts with the local public service company; and

2.3.1.10 the cost of acquisition of land or construction of buildings.

2.3.2 The annual budget for CAM Costs ("CAM Budget") shall be delivered to the owner of the Lots by Developer annually in advance. The owners of the Lots shall pay to Developer one twelfth (1/12th) of the CAM Budget amount as and for the Lot Owner's Pro Rata Share of the CAM Costs based on such budgeted CAM Costs. Such payment shall be made on or before the first day of each month after the CAM Budget shall have been delivered to the owner of a Lot (prorated for a partial first month). Developer may, but not more than quarterly, provide the owners of the Lots with a revised CAM Budget for that calendar year. If the revised CAM Budget exceeds the immediately preceding CAM Budget for that calendar year, the owner of each Lot shall pay the Lot Owner's Pro Rata Share of the CAM Costs of the increased expenses divided by the number of remaining months in that calendar year.

2.3.3 Lot Owner's Pro Rata Share of the CAM Costs initially is as follows: Thirty Eight point Twenty One percent (38.21%) for Lot 1, Twenty point Fifty One percent (20.51%) for Lot 2, Twenty Six point Twenty Seven percent (26.27%) for Lot 3, Fifteen point Zero percent (15.0%) for Lot 4. Such percentages determined by dividing the square footage of land on each Lot by the total square footage of all the land in the Shopping Center as a whole; provided that, in the event such square footage amounts shall change, the Lot Owner's Pro Rata Share of the CAM Costs shall be adjusted accordingly.

2.3.4 Within a reasonable time after the end of each calendar year, Developer shall deliver to the owners of the Lots a written CAM Costs reconciliation statement showing the actual CAM Costs for the preceding calendar year, and any adjustments to be made as a result thereof. The inability or failure of Developer to provide a reconciliation statement shall in no way excuse the owners of the Lots from its obligation to pay the Lot Owner's Pro Rata Share of the CAM Costs or constitute a waiver of the owner of Developer's right to bill and collect the Lot Owner's Pro Rata Share of the CAM Costs from the owner of each Lot, and the owner of each Lot shall continue to pay the Lot Owner's Pro Rata Share of the CAM Costs.

2.3.5 If the CAM Costs actually paid or incurred by Developer during a calendar year exceed the estimated amounts of the CAM Costs actually paid by the owners of the Lots during the same calendar year, the owners of the Lots shall pay to Developer the excess with the next succeeding monthly payment of the Lot Owner's Lot's Pro Rata Share of the CAM Costs.

2.3.6 If the CAM Costs actually paid or incurred by Developer during a calendar year is less than the estimated amounts of the CAM Costs actually paid by the owners of the Lots during the same calendar year, Developer shall apply that amount to the Lot Owner's Pro Rata Share of the CAM Costs next due from the owners of the Lots.

2.3.7 The owners of the Lots shall have the right, exercisable no more frequently than once in any calendar year, to audit all of the records of Developer pertaining to CAM Costs, utilizing a representative of the owner of each Lot's choice. In the event it is determined that Developer has over-billed the CAM Costs in an amount equal to or greater than three percent (3%), Developer shall reimburse the owners of the Lots for all reasonable expenses of such audit. Developer shall retain its records regarding CAM Costs for a period of at least two (2) years

following the final billing for the calendar year in question. Any audits shall be conducted upon thirty (30) days prior written notice to Developer at the office of Developer during normal business hours.

2.3.8 Developer may appoint a third party property manager to maintain the Easement Areas in the manner as above outlined. Said third party may receive for such agency a fee that is acceptable to Developer to cover supervision, management, accounting and similar fees, which sums are to be included in the CAM Costs.

2.3.9 If any installment of the Lot Owner's Pro Rata Share of the CAM Costs is not paid when due, the owner of a Lot shall pay to Developer a late charge ("Late Charge") equal to ten percent (10%) of the overdue amount as liquidated damages to compensate Developer for potential inability to meet financial obligations and the additional expense of handling delinquent payments (the exact amount of injury to Developer being impractical to calculate). In addition, any sum not paid by the owner of a Lot when due shall also bear interest at the rate of eighteen percent (18%) per annum (compounded annually) from the date when due until paid in full. The acceptance by Developer of a Late Charge (or interest) shall not waive the underlying delinquency or bar the exercise of other remedies for non-payment under this Agreement or the right of Developer to impose or collect a Late Charge or interest on a subsequent delinquent payment.

3. **Indemnification.** Each owner of a Lot shall indemnify, defend (with legal counsel selected by Developer) and hold harmless Developer harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or in connection with the Easement Area to the extent caused by the act or negligence of such owner of a Lot or the agents, customers, invitees, licensees and employees of such owner of a Lot or its tenants.

4. **Eminent Domain.** Nothing herein shall be construed to give the owner of a Lot any interest in any award or payment made to Developer in connection with any exercise of eminent domain or transfer in lieu thereof affecting the Easement Areas giving the public or any government any rights in the Easement Areas. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common, the award attributable to the land and improvements of such portion of the Easement Areas shall be payable only to the owner thereof, and no claim thereon shall be made by any other owner of a Lot thereto.

5. **Breach.** In the event of breach or threatened breach of this Agreement by a party hereto, the other party shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

6. **Rights of Successors.** The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, tenants, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

7. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

9. **Transfer of Interests.** In the event that any person or entity ("Acquiring Party") shall acquire a fee or mortgage interest in a Lot, or any portion thereof, the Acquiring Party shall execute and file in the land records of Pima County, Arizona, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in the other Lots, as reflected by the Notice Statements then of record in the land records of Pima County, Arizona ("Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 9, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 9 regarding the recordation of the Notice Statement are satisfied with respect to Developer and Initial Lot Owner. The rights and obligations of Developer in this Agreement may be assigned, in whole or in part, at any time and from time to time by Developer and by the assignees of Developer and its assignees; provided that an assignee of all or any portion of the rights and obligations of Developer in this Agreement shall be a person or entity who owns fee title to a portion of the Shopping Center.

10. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

Developer: ADG Ajo LLC
2601 North Campbell Avenue, Suite 200
Tucson, Arizona 85719
Attn: Stephen F. Grimm

Initial Lot Owner: Sixteenth & Ajo, L.L.C.
5902 East Pima Street
Tucson, Arizona 85712
Attn: Peter T. Villaescusa

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest

in the Shopping Center, said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the land records of Pima County, Arizona. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the land records of Pima County, Arizona. Until such time as the notice of change is effective pursuant to the terms of this Section 10 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

11. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

12. Incorporation of Recitals. The recitals of fact and intention on the first page of this Agreement are true and correct, and constitute an integral part of this Agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

In witness whereof, the parties have executed this Agreement the day and year first written above.

DEVELOPER:

ADG Ajo LLC, an Arizona limited liability company

By: The Aspen Development Group LLC, an Arizona limited liability company, Manager

By: [Signature]
Stephen F. Grimm, Manager

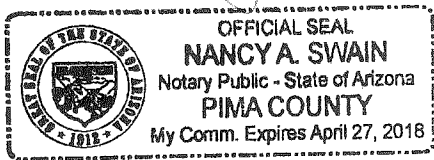
By: [Signature]
Marcel Dabdoub, Manager

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 2nd day of August, 2017, by Stephen F. Grimm, as Manager of The Aspen Development Group LLC, an Arizona limited liability company, as Manager of ADG Ajo LLC, an Arizona limited liability company.

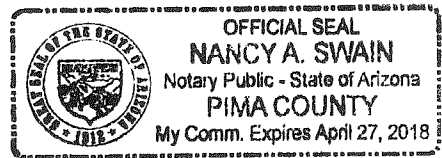
My Commission Expires: _____
Nancy A. Swain
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)



The foregoing instrument was acknowledged before me this 2nd day of August, 2017, by Marcel Dabdoub, as Manager of The Aspen Development Group LLC, an Arizona limited liability company, as Manager of ADG Ajo LLC, an Arizona limited liability company.

My Commission Expires: _____
Nancy A. Swain
Notary Public



INITIAL LOT OWNER:

Sixteenth & Ajo, L.L.C., an Arizona limited liability company

By: *Peter Villaescusa*
Peter T. Villaescusa, Manager

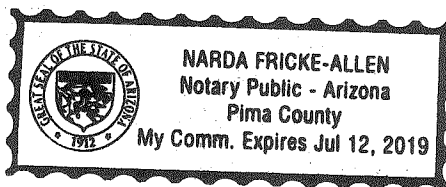
By: *Pat McConaughy*
Pat McConaughy, Manager

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 31 day of July, 2017, by Peter T. Villaescusa, as Manager of Sixteenth & Ajo, L.L.C., an Arizona limited liability company.

My Commission Expires: 7-12-19 *Narda Fricke-Alen*
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)



The foregoing instrument was acknowledged before me this 31 day of July, 2017, by Pat McConaughy, as Manager of Sixteenth & Ajo, L.L.C., an Arizona limited liability company.

My Commission Expires: 7-12-19 *Narda Fricke-Alen*
Notary Public

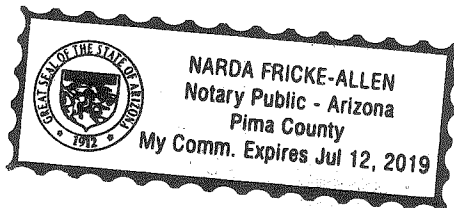


EXHIBIT "A"
DEVELOPER PARCEL
LEGAL DESCRIPTION

SE4 NE4 LYG S AJO RD EXC E45' & W623.46'
THEREOF 15 AC SEC 36-14-12

EXHIBIT B

INITIAL LOT LEGAL DESCRIPTION

Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION JOB NO.17294

September 29, 2017

Lot 1

All that part of the Northeast Quarter of Section 36, Township 14 South, Range 12 East, Gila and Salt river Meridian, Pima County, Arizona, described as follows:

Commencing at the East One-Quarter corner of said Section 36, which is monumented by a two inch Brass Capped Survey Monument stamped "PCHD", From which the Northeast Corner of said Section 36 bears North 00°22'40" West, 2639.25 feet distant;

Thence North 00°22'40" West, upon the east line of said Section 36, a distance of 60.00 feet;

Thence South 89°21'36" West, upon the north right of way line of Calle Don Miguel, a distance of 698.13 feet to the southwest corner of that certain Parcel as described in Sequence Number 20130730626 in the office of the Recorder, Pima County, Arizona;

Thence North 00°23'29" West, upon said west line, a distance of 948.09 feet to the northwest corner thereof, being on the south right of way of Ajo Way (State Route 86);

Thence North 71°36'24" East, upon said south right of way, a distance of 366.88 feet to the **POINT OF BEGINNING**;

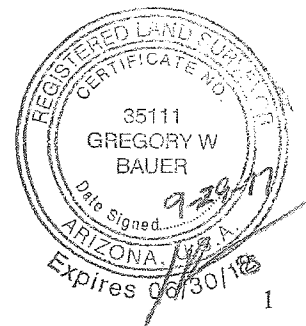
Thence continue North 71°36'24" East, upon said south right of way, a distance of 320.15 feet to the northeast corner of said parcel on the east line of the abandoned west 30.00 feet of Camino De Oeste, Docket 5816 at page 843, Pima County, Arizona;

Thence South 00°22'40" East, upon said line, a distance of 373.15 feet;

Thence South 71°36'24" West a distance of 204.79 feet;

Thence North 18°23'07" West a distance of 354.86 feet to the **POINT OF BEGINNING**.

Said parcel contains 93140.6 square feet or 2.14 Acres as described.



Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION JOB NO.17294

September 29, 2017

Lot 2

All that part of the Northeast Quarter of Section 36, Township 14 South, Range 12 East, Gila and Salt river Meridian, Pima County, Arizona, described as follows:

Commencing at the East One-Quarter corner of said Section 36, which is monumented by a two inch Brass Capped Survey Monument stamped "PCHD", From which the Northeast Corner of said Section 36 bears North 00°22'40" West, 2639.25 feet distant;

Thence North 00°22'40" West, upon the east line of said Section 36, a distance of 60.00 feet;

Thence South 89°21'36" West, upon the north right of way line of Calle Don Miguel, a distance of 698.13 feet to the southwest corner of that certain Parcel as described in Sequence Number 20130730626 in the office of the Recorder, Pima County, Arizona;

Thence North 00°23'29" West, upon said west line, a distance of 948.09 feet to the northwest corner thereof, being on the south right of way of Ajo Way (State Route 86);

Thence North 71°36'24" East, upon said south right of way, a distance of 225.98 feet to the **POINT OF BEGINNING**;

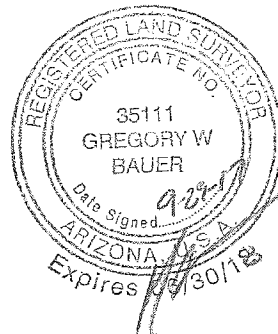
Thence continue North 71°36'24" East, upon said south right of way, a distance of 140.90 feet;

Thence South 18°23'07" East a distance of 354.86 feet;

Thence South 71°36'24" West a distance of 140.90 feet;

Thence North 18°23'07" West a distance of 354.86 feet to the **POINT OF BEGINNING**.

Said parcel contains 49998.8 square feet or 1.15Acres as described.



Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION JOB NO.17294

September 29, 2017

Lot 3

All that part of the Northeast Quarter of Section 36, Township 14 South, Range 12 East, Gila and Salt river Meridian, Pima County, Arizona, described as follows:

Commencing at the East One-Quarter corner of said Section 36, which is monumented by a two inch Brass Capped Survey Monument stamped "PCHD", From which the Northeast Corner of said Section 36 bears North 00°22'40" West, 2639.25 feet distant;

Thence North 00°22'40" West, upon the east line of said Section 36, a distance of 60.00 feet;

Thence South 89°21'36" West, upon the north right of way line of Calle Don Miguel, a distance of 698.13 feet to the southwest corner of that certain Parcel as described in Sequence Number 20130730626 in the office of the Recorder, Pima County, Arizona;

Thence North 00°23'29" West, upon said west line, a distance of 948.09 feet to the northwest corner thereof, being on the south right of way of Ajo Way (State Route 86);

Thence North 71°36'24" East, upon said south right of way, a distance of 45.54 feet to the **POINT OF BEGINNING**;

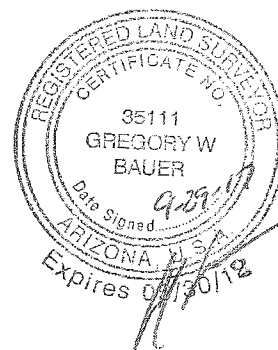
Thence North 71°36'24" East, upon said south right of way, a distance of 180.44 feet;

Thence South 18°23'07" East a distance of 354.86 feet;

Thence South 71°36'24" West a distance of 180.44 feet;

Thence North 18°23'07" West a distance of 354.86 feet to the **POINT OF BEGINNING**.

Said parcel contains 64,031.0 square feet or 1.47 Acres as described.



Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION JOB NO.17294

September 29, 2017

Lot 4

All that part of the Northeast Quarter of Section 36, Township 14 South, Range 12 East, Gila and Salt river Meridian, Pima County, Arizona, described as follows:

Commencing at the East One-Quarter corner of said Section 36, which is monumented by a two inch Brass Capped Survey Monument stamped "PCHD", From which the Northeast Corner of said Section 36 bears North 00°22'40" West, 2639.25 feet distant;

Thence North 00°22'40" West, upon the east line of said Section 36, a distance of 60.00 feet;

Thence South 89°21'36" West, upon the north right of way line of Calle Don Miguel, a distance of 698.13 feet to the southwest corner of that certain Parcel as described in Sequence Number 20130730626 in the office of the Recorder, Pima County, Arizona;

Thence North 00°23'29" West, upon the west line of said parcel, a distance of 574.96 feet to the **POINT OF BEGINNING**;

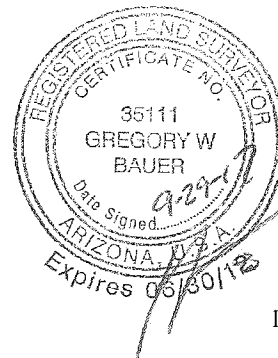
Thence continue North 00°23'29" West, upon said west line, a distance of 373.13 feet to the northwest corner thereof, being on the south right of way of Ajo Way (State Route 86);

Thence North 71°36'24" East, upon said south right of way, a distance of 45.54 feet;

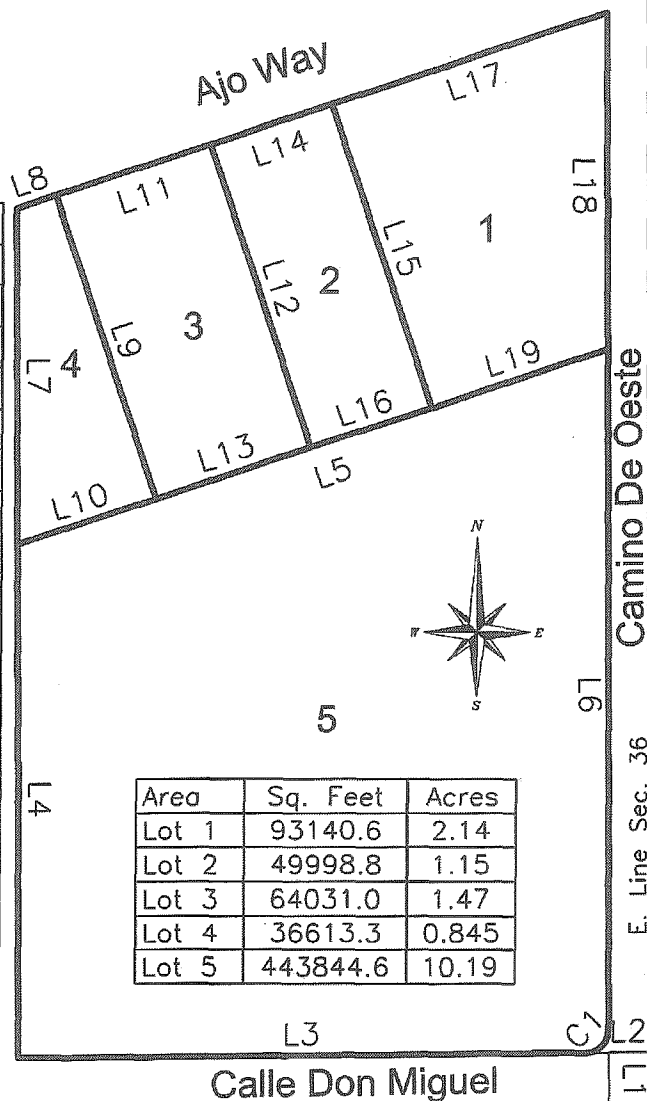
Thence South 18°23'07" East a distance of 354.86 feet;

Thence South 71°36'24" West a distance of 160.81 feet to the **POINT OF BEGINNING**.

Said parcel contains 36,613.3 square feet or 0.85 Acres as described.



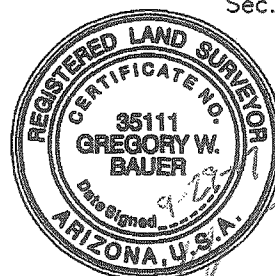
LINE	BEARING	DISTANCE
L1	N 00°22'40" W	60.00'
L2	S 89°21'36" W	69.89'
L3	S 89°21'36" W	628.24'
L4	N 00°23'29" W	574.96'
L5	N 71°36'24" E	686.94'
L6	S 00°22'40" E	759.54'
L7	N 00°23'29" W	373.13'
L8	N 71°36'24" E	45.54'
L9	S 18°23'07" E	354.86'
L10	S 71°36'24" W	160.81'
L11	N 71°36'24" E	180.44'
L12	S 18°23'07" E	354.86'
L13	S 71°36'24" W	180.44'
L14	N 71°36'24" E	140.90'
L15	S 18°23'07" E	354.86'
L16	S 71°36'24" W	140.90'
L17	N 71°36'24" E	320.15'
L18	S 00°22'40" E	373.15'
L19	S 71°36'24" W	204.79'



Area	Sq. Feet	Acres
Lot 1	93140.6	2.14
Lot 2	49998.8	1.15
Lot 3	64031.0	1.47
Lot 4	36613.3	0.845
Lot 5	443844.6	10.19

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	25.00'	39.16'	89°44'16"

E. 1/4 Cor.
Sec. 36



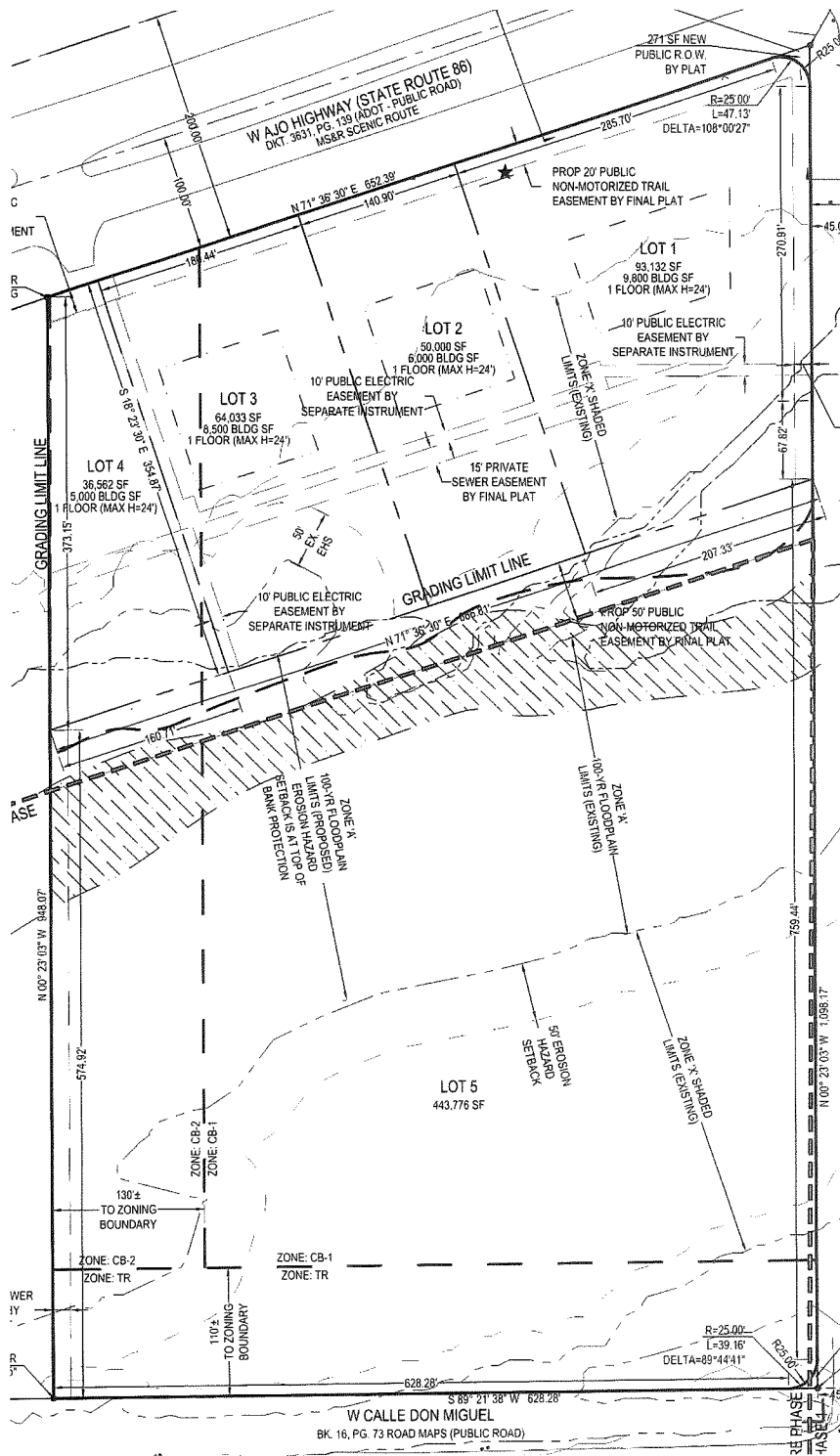
Expires 06-30-2018

Exhibit
Portions of the Southeast Quarter of the
Northeast Quarter of Section 36, Township
14 South, Range 12 East,
Gila and Salt River Meridian

Arrow Land Survey, Inc.
3121 E. KLEINDALE RD. PHONE(520)881-2155
TUCSON, AZ. 85716 FAX(520)881-2466
LAND SURVEYING
CONSTRUCTION STAKING

EXHIBIT C

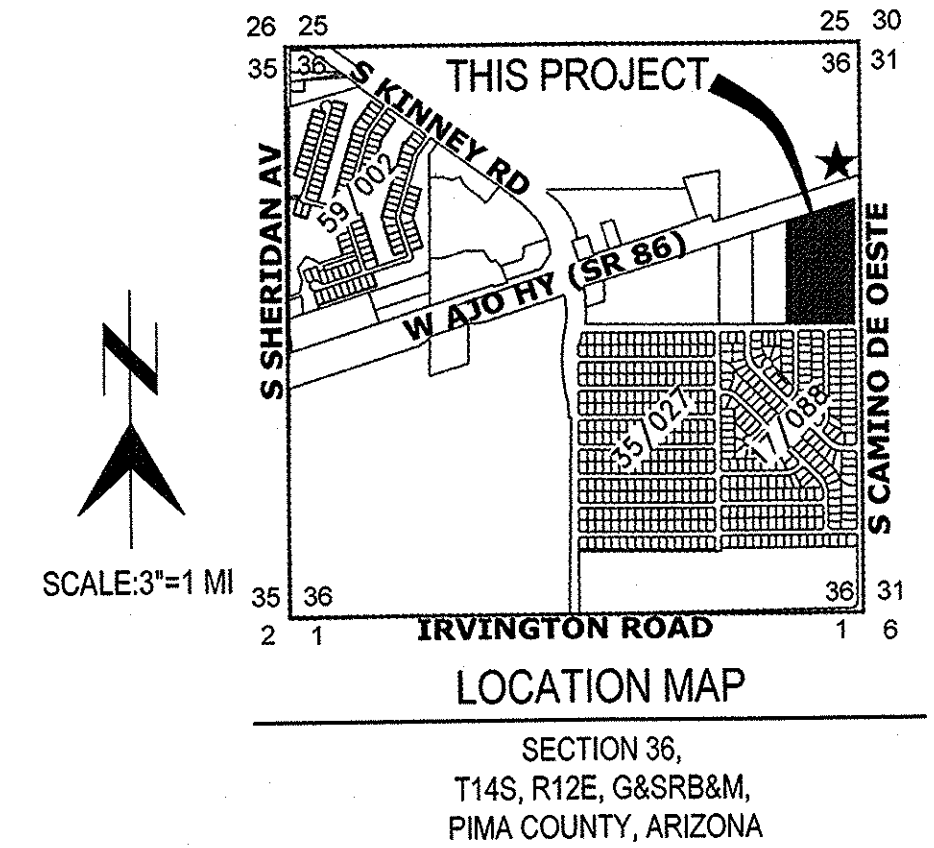
SITE PLAN



FINAL PLAT FOR EL PORTAL DORADO

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF
AJO WAY SITUATED IN SECTION 36, TOWNSHIP 14 SOUTH, RANGE 12 EAST, OF
THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

LOTS 1 THRU 5



GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 15.78 ACRES.
2. THE TOTAL NUMBER OF LOTS IS 5
3. TOTAL MILES OF NEW PUBLIC STREETS AREA 0 MILES.
4. TOTAL MILES OF NEW PRIVATE STREETS ARE 0 MILES.
5. THIS PLAT IS SUBJECT TO THE CONDITIONS OF CASE NUMBER CO20-07-14, UNLESS SUPERCEDED BY A SUBSEQUENT CASE.
6. THERE WILL BE NO FURTHER DIVISION OF LOTS WITHOUT THE EXPRESSED APPROVAL OF PIMA COUNTY.
7. ANY RELOCATION, MODIFICATION, ETC., OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
8. STORMWATER RUNOFF SHALL BE TO FLOW BETWEEN LOTS IN AN UNOBSTRUCTED MANNER.
9. BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS PROJECT IS THE LINE BETWEEN PCDOT/COTDOT GEODETIC CONTROL POINT (D) V01 (NORTHEAST CORNER OF SECTION 36, T-14-S, R-12-E) AND PCDOT/COTDOT GEODETIC CONTROL POINT (D) X01 (WEST 1/4 CORNER OF SECTION 31, T-14-S, RANGE-13-E).
10. THE BEARING OF SAID LINE IS N 00°23'03" W.
11. SHOPPING CENTER EASEMENT AREA AGREEMENT: THE SHOPPING CENTER EASEMENT AREA AGREEMENT, PER SEQUENCE NUMBER 20172760214, INCLUDING ACCESS AND PARKING EASEMENTS, UTILITY EASEMENTS, SIGNS, AND MAINTENANCE APPLIES TO THIS SUBDIVISION.
12. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ONSITE: 1.08 ACRES
13. AMOUNT OF REGULATED RIPARIAN HABITAT DISTURBED ONSITE BY THIS PROJECT: 0 ACRES
14. AMOUNT OF REGULATED RIPARIAN HABITAT DISTURBED ONSITE DOES NOT REQUIRE A RIPARIAN HABITAT MITIGATION PLAN.

ASSURANCES

NO ASSURANCES ARE REQUIRED FOR THIS SUBDIVISION. ALL NECESSARY IMPROVEMENTS ARE EXISTING.

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

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 THIS THE _____ DAY OF _____, 20____.

CLERK, BOARD OF SUPERVISORS DATE

RECORDING DATA

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

COUNTY RECORDER DATE

CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

GREG BAUER



CERTIFICATION OF FLOODPLAIN

I HEREBY CERTIFY THAT FLOODPLAIN INFORMATION AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

ERIN E. HARRIS



CERTIFICATION OF TITLE

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

ADG AJO LLC.

DEDICATION

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

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

EASEMENTS, ARE GRANTED AS SHOWN, TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

STATE OF ARIZONA) S.S.:

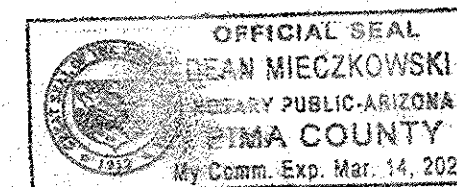
PIMA COUNTY)

ON THIS 4th DAY OF June, 2018, BEFORE ME PERSONALLY APPEARED Stephen Grison WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF ADG AJO LLC AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: March 14, 2021

NOTARY PUBLIC De Min.

ADG AJO LLC. DATE 6/4/18



LEGEND:

- SUBDIVISION BOUNDARY LINE
- - - CENTERLINE OF EXISTING RIGHT-OF-WAY
- LOT LINE
- SECTION TIE
- - - ZONE X FLOODPLAIN LIMITS
- - - ZONE A FLOODPLAIN LIMITS
- - - EROSION HAZARD SETBACK
- - - 2005 RIPARIAN HABITAT BOUNDARY
- EASEMENT
- ZONING BOUNDARY
- 1/2 FOUND REBAR
- 1/2" IRON ROD TO BE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UPON COMPLETION OF CONSTRUCTION
- BRASS CAPPED SURVEY MONUMENT TO BE SET AT CENTERLINE POINTS UPON COMPLETION OF CONSTRUCTION
- FOUND BRASS CAPPED SURVEY MONUMENT TO STAMPED R.L.S. 10171
- ★ DRIVEWAY RESTRICTED TO SIDE OF LOT AS SHOWN

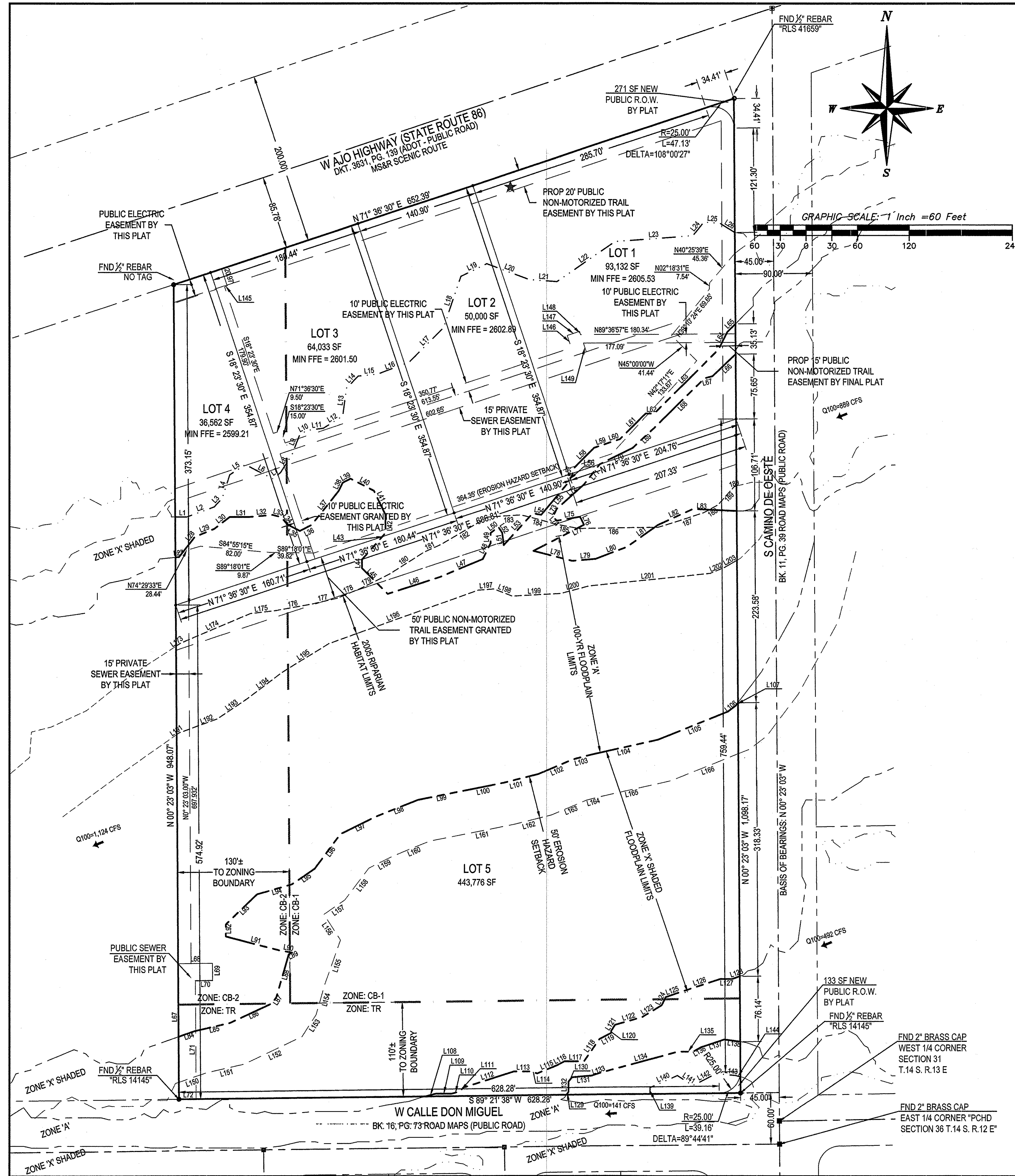
STAR CONSULTING
1200 N. EL DORADO PLACE
SUITE H-820B
TUCSON, AZ 85715
(520) 425-3795
PROJECT NO. 15056

Arrow Land Survey, Inc.
3121 E. KLEINDALE RD.
TUCSON, AZ 85716
(520) 881-2155
(520) 881-2468 FAX
LAND SURVEYING
CONSTRUCTION STAKING

EL PORTAL DORADO
LOTS 1 THRU 5

FINAL PLAT

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF AJO WAY
SITUATED IN SECTION 36, TOWNSHIP 14 SOUTH, RANGE 12 EAST,
OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA
P16FP00004



LINE	LENGTH	BEARING
L1	13.72	N90° 00' 00.00"E
L2	33.78	N69° 44' 36.74"E
L3	13.33	N42° 48' 20.43"E
L4	29.10	N18° 07' 56.81"E
L5	21.56	N57° 08' 39.40"E
L6	35.67	S62° 40' 33.99"E
L7	11.46	N52° 13' 27.54"E
L8	25.05	N32° 49' 42.75"E
L9	25.08	N21° 09' 40.54"E
L10	10.19	N62° 40' 33.99"E
L11	18.26	N82° 38' 24.17"E
L12	26.64	N58° 12' 03.91"E
L13	33.06	N7° 52' 16.26"E
L14	19.53	N44° 03' 38.91"E
L15	22.76	N84° 08' 01.35"E
L16	39.22	N69° 08' 10.75"E
L17	56.57	N45° 00' 00.00"E
L18	63.25	N18° 26' 05.82"E
L19	33.52	N64° 00' 06.21"E
L20	53.20	S69° 24' 21.28"E
L21	31.78	S85° 46' 43.25"E
L22	82.47	N55° 26' 14.91"E
L23	90.82	N85° 34' 06.37"E
L24	20.18	N39° 08' 49.76"E
L25	19.02	S85° 08' 29.50"E
L26	19.88	S58° 31' 50.50"E
L27	4.37	N84° 06' 01.35"E
L28	29.58	N37° 44' 48.50"E
L29	24.50	N67° 32' 35.02"E
L30	22.91	N52° 13' 27.54"E
L31	22.64	N90° 00' 00.00"E
L32	27.27	N85° 04' 42.02"E
L33	9.35	S75° 30' 54.96"E
L34	13.02	S44° 03' 38.91"E
L35	15.29	S62° 40' 33.99"E
L36	15.29	N62° 40' 33.99"E
L37	50.85	N38° 33' 12.90"E
L38	10.39	N25° 49' 15.57"E
L39	10.19	N62° 40' 33.99"E
L40	30.58	S62° 40' 33.99"E
L41	31.18	S25° 49' 15.57"E
L42	21.05	S0° 00' 00.00"E
L43	41.55	S41° 16' 14.62"W
L44	10.00	S0° 00' 00.00"W
L45	42.43	S45° 00' 00.00"E
L46	63.93	N71° 59' 21.98"E
L47	54.07	N67° 05' 05.62"E
L48	20.79	N25° 49' 15.57"E
L49	11.70	N0° 00' 00.00"E
L50	11.46	N52° 13' 27.54"E

LINE	LENGTH	BEARING
L51	14.36	S8° 37' 01.66"E
L52	8.35	S32° 49' 42.75"E
L53	50.08	N42° 19' 57.43"E
L54	10.04	S80° 13' 41.71"E
L55	49.04	N40° 15' 25.43"E
L56	10.39	N25° 49' 15.57"E
L57	5.94	N2° 34' 13.59"E
L58	35.36	N45° 00' 00.00"E
L59	15.81	N71° 33' 54.18"E
L60	15.81	N71° 33' 54.18"E
L61	42.43	N45° 00' 00.00"E
L62	10.00	N90° 00' 00.00"E
L63	105.94	N45° 00' 00.00"E
L64	22.48	N26° 04' 04.40"E
L65	13.37	N45° 00' 00.00"E
L66	37.20	S46° 27' 11.84"W
L67	9.35	S75° 30' 54.96"W
L68	82.29	S45° 19' 53.45"W
L69	34.42	S46° 56' 15.64"W
L70	43.10	S63° 29' 46.02"W
L71	29.58	S37° 44' 48.50"W
L72	42.34	S48° 28' 05.63"W
L73	10.39	S25° 49' 15.57"W
L74	6.51	S44° 03' 38.91"E
L75	27.57	N80° 13' 41.71"E
L76	10.39	S25° 49' 15.57"E
L77	66.25	S62° 40' 33.99"W
L78	46.76	S75° 30' 54.96"E
L79	27.27	N85° 04' 42.02"E
L80	38.85	N68° 49' 07.14"E
L81	44.43	N54° 36' 33.76"E
L82	44.84	N65° 19' 57.39"E
L83	50.87	S87° 21' 52.29"E
L84	19.80	S70° 59' 38.46"W
L85	41.81	S77° 04' 02.61"W
L86	55.02	S64° 50' 26.51"W
L87	8.35	S32° 49' 42.75"W
L88	51.50	S16° 05' 50.96"W
L89	4.31	S62° 40' 33.99"W
L90	13.78	S80° 13' 41.71"E
L91	65.47	S75° 30' 54.96"E
L92	14.04	S0° 00' 00.00"E
L93	50.43	S45° 54' 33.77"W
L94	42.39	S73° 59' 04.42"W
L95	31.91	S55° 21' 16.41"W
L96	50.00	S36° 52' 11.63"W
L97	44.72	S63° 26' 05.82"W
L98	53.85	S68° 11' 54.93"W
L99	50.99	S78° 41' 24.24"W
L100	50.99	S78° 41' 24.24"W

LINE	LENGTH	BEARING
L101	41.23	S75° 57' 49.52"W
L102	43.18	S66° 58' 06.09"W
L103	18.71	S75° 30' 54.96"W
L104	83.62	S77° 04' 02.61"W
L105	87.83	S88° 06' 25.85"W
L106	11.46	S52° 13' 27.54"W
L107	4.18	S37° 00' 10.61"W
L108	13.24	N75° 30' 54.96"E
L109	18.11	N90° 00' 00.00"E
L110	9.35	N75° 30' 54.96"E
L111	6.51	N44° 03' 38.91"E
L112	61.76	N72° 21' 43.22"E
L113	18.11	N90° 00' 00.00"E
L114	9.35	S75° 30' 54.96"E
L115	24.50	N67° 32' 35.02"E
L116	10.19	N62° 40' 33.99"E
L117	22.64	N90° 00' 00.00"E
L118	31.47	N35° 08' 18.08"E
L119	15.29	N62° 40' 33.99"E
L120	2.34	N0° 00' 00.00"W
L121	8.35	N32° 49' 42.75"E
L122	33.05	N73° 33' 05.01"E
L123	26.64	N58° 12' 03.91"E
L124	10.39	N25° 49' 15.57"E
L125	14.37	N70° 59' 38.46"E
L126	52.43	N71° 47' 59.14"E
L127	13.58	N90° 00' 00.00"E
L128	9.71	N70° 59' 38.46"E
L129	4.08	S35° 32' 15.64"W
L130	6.40	S38° 39' 35.31"W
L131	23.09	S85° 01' 48.93"W
L132	12.00	S0° 00' 00.00"E
L133	9.49	S71° 33' 54.18"W
L134	94.37	S74° 38' 18.18"W
L135	18.00	N90° 00' 00.00"W
L136	10.30	S60° 56' 43.43"W
L137	28.46	S71° 33' 54.18"W
L138	18.80	N82° 23' 43.65"W
L139	7.40	N0° 00' 00.00"E
L140	34.66	N66° 06' 48.60"E
L141	21.56	S57° 08' 39.40"E
L142	30.58	N62° 40' 33.99"E
L143	22.76	S84° 06' 01.35"E
L144	5.61	S75° 30' 54.96"E
L145	3.35	S71° 36' 30.00"W
L146	15.00	N18° 23' 30.00"W
L147	15.00	N71° 36' 30.00"E
L148	3.87	S18° 23' 30.00"E
L149	10.62	N18° 23' 30.00"W
L150	33.99	N18° 23' 21.54"E

LINE	LENGTH	BEARING
L151	44.51	N12° 55' 57.39"E
L152	74.72	N25° 09' 33.49"E
L153	30.05	N57° 10' 17.25"E
L154	37.34	N73° 54' 09.54"E
L155	54.23	N70° 31' 59.49"E
L156	35.45	N32° 55' 59.32"W
L157	29.57	N34° 38' 43.59"E
L158	47.33	N53° 07' 48.37"E
L159	30.84	N28° 33' 54.18"E
L160	47.18	N21° 48' 05.07"E
L161	98.58	N11° 18' 35.76"E
L162	46.35	N14° 02' 10.48"E
L163	43.37	N23° 01' 53.91"E
L164	14.24	N14° 29' 05.04"E
L165	86.86	N12° 55' 57.39"E
L166	84.86	N21° 33' 34.15"E
L167	157.50	N00° 22' 39.81"W
L168	39.98	N00° 33' 22.05"E
L169	20.00	N00° 23' 03.00"W
L170	20.00	N00° 38' 22.05"E
L171	137.50	N00° 23' 03.00"W
L172	25.21	N00° 38' 22.05"E
L173	6.37	N33° 02' 42.10"E
L174	88.33	N23° 00' 21.90"E
L175	29.44	N06° 39' 25.43"E
L176	42.16	N10° 18' 51.47"E
L177	30.82	N13° 09' 51.73"E
L178	29.49	N22° 28' 46.56"E
L179	46.67	N25° 41' 57.37"E
L180	47.10	N32° 42' 38.24"E
L181	20.99	N24° 28' 40.72"E
L182	63.65	N30° 24' 29.70"E
L183	38.62	N03° 30' 41.41"E
L184	41.99	S75° 4' 39.91"E
L185	27.52	S78° 23' 13.25"E
L186	91.99	N01° 03' 08.75"E
L187	55.39	N17° 45' 28.23"E
L188	19.21	N28° 21' 13.17"E
L189	28.35	N48° 12' 25.55"E
L190	2.77	N14° 01' 39.28"E
L191	3.58	N35° 04' 56.41"E
L192	47.21	N19° 51' 37.42"E
L193	41.98	N34° 04' 40.39"E
L194	50.38	N37° 13' 01.56"E
L195	64.12	N31° 41' 05.85"E
L196	184.83	N19° 44' 51.83"E
L197	56.44	N04° 14' 01.25"E
L198	23.22	S68° 58' 29.46"E
L199	56.44	N03° 02' 47.08"E
L200	33.81	N14° 50' 58.14"E
L201	141.85	N06° 04' 06.90"E
L202	17.65	N22° 11' 26.21"E
L203	17.26	N30° 03' 09.32"E

STAR CONSULTING
 1200 N. EL DORADO PLACE
 SUITE H-820B
 TUCSON, AZ 85715
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 PROJECT NO. 15056

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 TUCSON, AZ 85716
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 (520) 881-2466 FAX

LAND SURVEYING CONSTRUCTION STAKING



EL PORTAL DORADO
LOTS 1 THRU 5
FINAL PLAT

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF AJO WAY SITUATED IN SECTION 36, TOWNSHIP 14 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA P16FP00004