



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 8/16/2021

Title: FINAL PLAT (P21FP00006) PABST RIDGE, LOTS 1-126, BLOCK "1" & COMMON AREA "A".

Introduction/Background:

Provide a brief overview of the issue, assuming that the reader has no prior knowledge of the topic. Inform the reader about why you are writing this memorandum.

Final Plat process to create a legally subdivided property.

Discussion:

Start with the basic key points that you must communicate. Provide data and study results, analysis, arguments, and descriptions.

N/A

Conclusion:

Summarize and/or reemphasize the main points explained in the 'Discussion' section. Discuss the implications of your analysis.

N/A

Recommendation:

Provide a concise recommendation of what you are asking be done. The recommendation should be written in such way that it could be used for the motion.

Staff recommends approval.

Fiscal Impact:

N/A

Board of Supervisor District:

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

Department *Development Services*

Telephone: 724-6490

Department Director

Signature/Date:

Deputy County Administrator

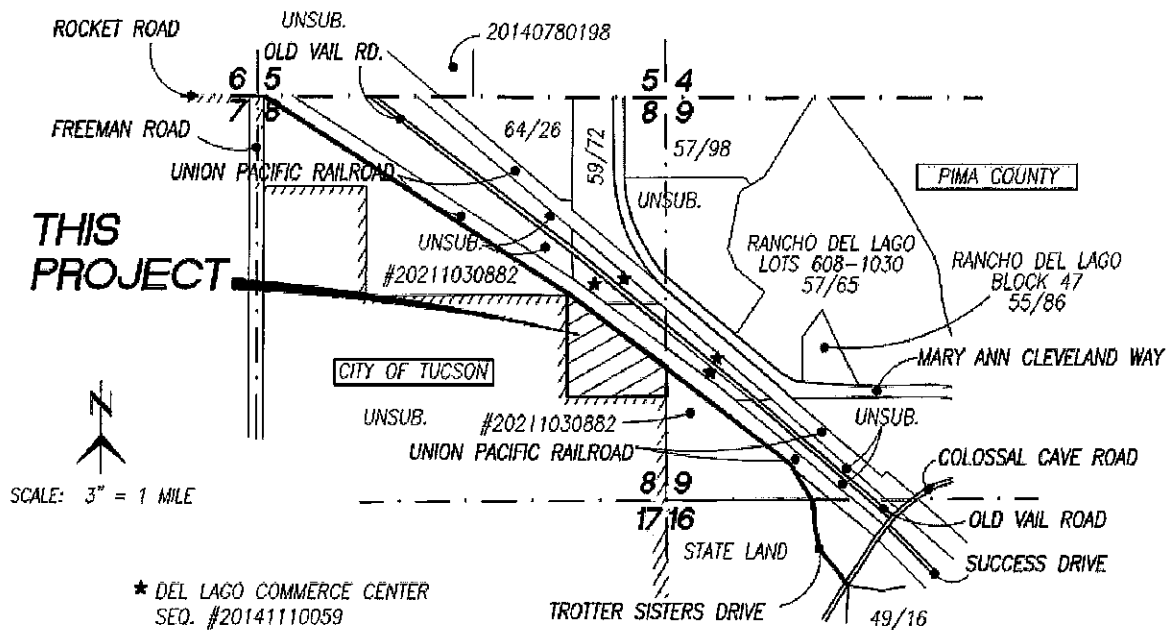
Signature/Date:

County Administrator

 7/16/21

 7/19/2021

 7/19/21



LOCATION PLAN

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

P21FP00006

Pabst Ridge

Lots 1-126, Blocks "1"

And Common Area "A"

DEDICATION

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

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

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

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

ALL COMMON AREAS, 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 PUBLIC AND PRIVATE UTILITY COMPANIES, FOR THE PURPOSES OF ACCESS, INSTALLATION, CONSTRUCTION AND MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND UTILITIES, DRAINAGE FACILITIES AND PUBLIC SEWER SYSTEMS.

WILE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. 20200500000, AS AMENDED IN SEQUENCE NO. 20201540000, AND AS AMENDED IN SEQUENCE NO. 20210300000, AND SEQUENCE NO. 20210300000, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONDOMINIUM, 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.

[Signature]
TRUST OFFICER

BENEFICIARY - TRUST #3758
VAL UPRR SOUTH, LLC AND VAL UPRR RUSSO, LLC
P.O. BOX 64132, TUCSON, ARIZONA 85728

ACKNOWLEDGMENT - TRUST #3758

STATE OF ARIZONA J.S.S.
COUNTY OF PIMA

ON THIS 10th DAY OF July, 2021, BEFORE ME PERSONALLY APPEARED WHO ADMITTEDLY OF STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 3758 AND WILL BE ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUSTEE 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 Feb 7, 2023
[Signature]
NOTARY PUBLIC

GENERAL NOTES

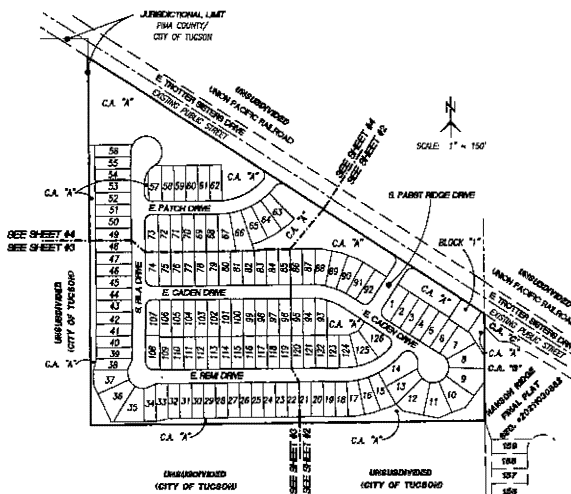
- THE GROSS AREA OF THE SUBDIVISION IS 1,056,513 ACRES (24.3 ACRES).
- TOTAL MILES OF NEW PUBLIC STREETS IS 0.68 MILES.
TOTAL MILES OF NEW PRIVATE STREETS IS ~0.4 MILES.
- THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- IN ADDITION TO THE ITEMS SHOWN ON THE FOLLOWING SHEETS, THIS PROJECT IS SUBJECT TO THE FOLLOWING BLANKET EASEMENTS:
- FUELER CASINO PER FILED 10/10/14
- COMMERCIAL EASEMENT PER DOCKET 8041/1022, 1044, 1063, 1087, 1115 AND 1185.
- ALL SUBDIVISION SHEETS WILL BE DESIGNED IN CONFORMANCE WITH THE SUBDIVISION AND DEVELOPMENT STREET STANDARDS.
- THIS PROJECT IS IMPACTED BY REGULATED RIPARIAN HABITAT AS DEFINED ON THE 2005 PPMHDM CLASSIFICATION MAPS AND SHOWN ON THIS PLAN AND IS SUBJECT TO ORDINANCE NO. 2010-FC3, TITLE 16 OF THE PIMA COUNTY CODE. THIS PLAN IS SUBJECT TO AN APPROVED RIPARIAN HABITAT MITIGATION PLAN.
- TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT WITHIN THE PROJECT BOUNDARY IS 3.0 ACRES.
- AMOUNT OF REGULATED RIPARIAN HABITAT DISBURSED BY THIS PROJECT IS 2.5 ACRES.
- TOTAL AMOUNT OF MITIGATION AREA IS 1.4 ACRES.
- THIS PROJECT IS REQUIRED TO PROVIDE STORMWATER DETENTION AND/OR RETENTION. THE TOTAL VOLUME OF DETENTION PROVIDED IS 335,877 CUBIC FEET, THE TOTAL VOLUME OF RETENTION IS 175,612 CUBIC FEET.
- THIS PROJECT INCLUDES A DRAINAGE, INSPECTION AND MAINTENANCE PROTOCOL. HAS BEEN PROVIDED TO THE HOMEOWNERS ASSOCIATION. THE INSPECTION AND MAINTENANCE REQUIREMENTS ARE INCLUDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS WHICH HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF PIMA COUNTY.

PERMITTING NOTES

- THESE WILL BE NO FURTHER SUBDIVISIONS OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
- CONDITIONAL ZONING IS ON-S.
- CROSS COUNTRY IS 5.1 INCH FOR LOTS 1 - 126.
- THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS RECORDING CONDITIONS AS FOUND IN CASE NUMBER 008-09-01 AS APPROVED ON 1/10/19 AND AMENDED ON 2/17/19. THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS:
- FLOOD CONTROL DISTRICT ORDINANCE 80 - MOOR AND OUTDOOR MEASURES SHALL BE USED TO MEET THE 15 POINT WINDMILL TEST WATER CONSERVATION QUANTITY (WATER PLANT).
- NOISE ABATEMENT CONDITION 13.A - RESIDENCES IN THE FRONT ROW OF LOTS 1-8, 63, AND 81-82 ALONG THE HORIZON BOUNDARY OF THE SITE SHALL BE BUILT TO HAVE AN EXTENDED BUILDING ENVELOPE SOUND TRANSMISSION CLASS SUCH THAT THE INTERIOR NOISE LEVELS THAT ARE DUE TO EXTERIOR NOISE SHALL NOT EXCEED 45 DBA.
- NOISE ABATEMENT CONDITION 13.B - 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 5,176 SF.
- PRIVATELY OWNED RECREATION AREAS AND RECREATION FEATURES SHALL BE COMPLETED IN ACCORDANCE WITH THE 2/06/2021 RECREATION AREA PLAN (RAP), AND BE FULLY FUNCTIONAL BY THE TIME THE PLAN OF THE BUILDING PERMITS (ON LOTS) HAVE BEEN ISSUED.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 16 EAST, G&S&M, PIMA COUNTY, ARIZONA, AS DEFINED BY A 3" REBAR, TAGGED "S 14215" AT THE NORTH QUARTER CORNER TO A 1 3/8" ALUMINUM CAP STAMPED "S 1047" AT THE NORTHEAST CORNER, SAID BEARING BEING N 89°26'10" E. SEE ALSO DETAIL ON SHEET #4.



INDEX MAP

SHEET INDEX

- | | |
|-----|-------------------------------|
| 1 | COVER SHEET, NOTES, INDEX MAP |
| 2-4 | FINAL PLAT SHEETS |

RECORDING DATA

SEQUENCE NO. _____
FEE _____
STATE OF ARIZONA J.S.S.
COUNTY OF PIMA
I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER & ASSOCIATES ENGINEERING, INC. ON THIS _____ DAY OF _____, 2021, AT _____, ARIZONA.
GABRIELLA CAZARES-WELLY
BY _____ DEPUTY

CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS A BOUNDARY/CONTINUATION SURVEY (OF A BOUNDARY SURVEY BY JAMES DEAN 7815 14145, EDC JOB NUMBER 208144, DATED 11-11-09) MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

MICHAEL AMERSON
AMERSON SURVEYING, INC.
REGISTERED LAND SURVEYOR NO. 22245
STATE OF ARIZONA



I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAN WAS PREPARED UNDER MY DIRECTION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16794
STATE OF ARIZONA



ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 3758 FROM STEWART TITLE AND TRUST OF TUCSON AS RECORDED IN SEQUENCE NO. 20210300000, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

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

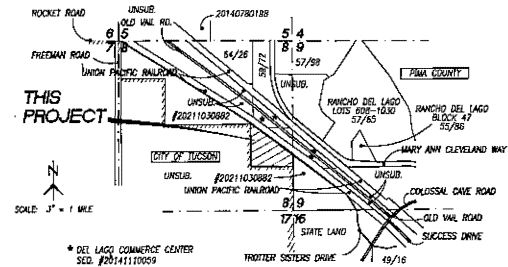
ATTEST

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

CLERK, BOARD OF SUPERVISORS
DATE: _____

ADMINISTRATIVE ADDRESS

12550 E. TROTTER SISTERS DRIVE



LOCATION PLAN

SECTION 8, T16S, R16E,
G&S&M, PIMA COUNTY, ARIZONA

LEGEND

- ▲ SET SURVEY MONUMENT
- △ 2" BRASS SURVEY MONUMENT TO BE SET
- SET PROPERTY CORNER, OR AS FOUND (SEE SHEETS 2-4)
- 1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
- OR
- ____ SUBDIVISION BOUNDARY
- CS CURVE DATA (SEE TABLE, SHEET 2)
- L10 LINE DATA (SEE TABLE, SHEET 2)
- ★ ADDRESSING/ACCESS LOCATION
- ____ NEW RIGHT-OF-WAY LINE
- ____ EXISTING RIGHT-OF-WAY LINE
- ____ STREET CENTERLINE
- ____ EASEMENT LINE AS SHOWN (SEE ALSO EASEMENT KEYNOTES)
- (S) RURAL
- ____ UNDISTURBED REGULATED RIPARIAN HABITAT AREA (RIPARIAN "C")
SEE ALSO GENERAL NOTE #6 AND RIPARIAN HABITAT "C" CONTINUATION.

FINAL PLAT for PABST RIDGE, LOTS 1 - 126, BLOCK "1" AND COMMON AREA "A" (OPEN/DRAINAGE/RECREATION)

BEING A RESUBDIVISION OF BLOCK 3 AS RECORDED IN HANSON RIDGE, LOTS 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200, BLOCKS "1", "2" AND "3" AND COMMON AREAS "A", "B" AND "C", SEC. #20211030882, BEING A PORTION OF SECTION 8, T16S, R16E, G&S&M, PIMA COUNTY, ARIZONA



Baker & Associates Engineering, Inc.

1651 E. GARDNER DRIVE, SUITE #203 TUCSON, ARIZONA 85718 (520) 218-1550 FAX (520) 218-1550

#P21FP00006

REF: #P21FP00005, #P21FP00011

JDS #2456.3

DATE: JUNE 30, 2021

SHEET 1 OF 4

SEQUENCE

SEQUENCE #

RIPARIAN 'C' KEYNOTE

- 1 1744 RIPARIAN 'C' AREA UNITS (CONSIDERED WITH LOT LINES WHERE APPLICABLE)

EASEMENT KEYNOTES

- 1 OFFSITE 'C' 30' GAS EASEMENT (UNDER MORGAN) PER DKT. 13304/2054 TO REMAIN
- 2 NEW 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- 3 NEW SIGHT VISIBILITY TRIANGLE ('SIT') EASEMENT AREA, GRANTED BY THIS PLAT (SEE ALSO DETAILS, THIS SHEET)

NUMBER	DIRECTION	DISTANCE
L1	S32°53'37"W	27.28'
L2	S37°04'51"E	22.91'
L3	N67°04'23"W	31.19'
L4	S61°42'42"W	14.22'
L5	N167°40'36"E	4.87'
L6	S87°40'55"W	27.53'
L7	N15°01'32"E	27.63'
L8	S72°07'59"W	37.63'
L9	S76°02'06"W	27.63'
L10	N88°13'24"E	7.23'
L11	N88°55'10"E	33.61'
L12	N85°37'35"E	33.30'
L13	N85°03'27"E	36.22'
L14	S77°44'54"W	28.25'
L15	S87°13'24"W	3.59'
L16	S00°26'06"E	15.00'
L17	S88°33'24"W	20.00'
L18	N67°10'06"W	16.33'
L19	S87°30'05"E	27.63'
L20	S35°04'53"E	6.79'
L21	S67°52'02"W	28.25'
L22	N88°13'02"E	22.63'
L23	S34°12'36"W	27.63'
L24	S44°12'35"W	37.63'
L25	S45°53'44"W	27.63'
L26	S82°17'17"W	82.67'
L27	S32°00'47"E	47.85'
L28	S37°04'20"E	83.91'
L29	N57°04'16"E	25.44'
L30	N55°08'34"W	31.42'
L31	S04°11'31"W	31.16'
L32	S00°26'06"E	20.12'
L33	S04°11'24"W	31.16'
L34	S00°26'36"E	20.14'

LINE TABLE

NUMBER	DELTA ANGLE	BEGINS	ARC LENGTH
C1	36°30'11"	222.62	61.69
C2	13°42'13"	222.50	138.88
C3	56°17'47"	222.50	218.62
C4	24°52'17"	25.40	10.69
C5	17°44'46"	222.00	61.65
C6	17°10'56"	200.00	40.70
C7	04°17'49"	200.00	13.00
C8	69°40'00"	25.00	38.72
C9	92°20'00"	25.00	39.42
C10	17°39'55"	206.00	44.04
C11	27°57'40"	200.00	78.69
C12	15°04'33"	250.00	158.17
C13	36°30'11"	73.00	42.17
C14	86°40'00"	25.00	36.12
C15	92°20'00"	63.00	63.42
C16	02°14'30"	245.00	73.86
C17	08°32'24"	245.00	37.02
C18	08°32'24"	245.00	37.02
C19	08°32'24"	245.00	37.02
C20	04°28'31"	245.00	18.21
C21	00°00'00"	25.00	39.27
C22	00°00'00"	25.00	39.27
C23	03°15'00"	250.00	17.35
C24	02°22'23"	35.00	28.52
C25	26°26'13"	52.50	28.88
C26	208°35'51"	35.00	192.05
C27	06°50'13"	54.50	7.10
C28	27°37'10"	64.50	26.59
C29	27°47'47"	59.50	24.50
C30	34°33'51"	50.50	30.46
C31	34°33'51"	50.50	30.46
C32	34°16'28"	50.50	23.00
C33	18°18'58"	50.50	16.15
C34	16°12'52"	64.50	16.25
C35	14°33'48"	64.50	16.28
C36	24°23'59"	245.00	794.53
C37	08°39'24"	245.00	37.02
C38	08°39'24"	245.00	37.02
C39	08°39'24"	245.00	37.02
C40	01°30'22"	245.00	6.39
C41	96°22'09"	26.00	42.09
C42	34°30'26"	36.00	47.70
C43	26°42'16"	33.50	23.50
C44	33°12'11"	52.50	30.42
C45	33°12'11"	52.50	30.42
C46	33°12'11"	52.50	30.42
C47	33°12'11"	52.50	30.42
C48	33°12'11"	52.50	30.42
C49	33°12'11"	52.50	30.42
C50	33°12'11"	52.50	30.42
C51	90°00'00"	25.00	39.27
C52	89°00'00"	25.00	39.27
C53	86°12'00"	25.00	42.86
C54	44°49'53"	200.00	158.50
C55	84°41'14"	25.00	36.85
C56	07°18'51"	245.00	37.02
C57	08°39'24"	245.00	37.02
C58	08°39'24"	245.00	37.02
C59	08°39'24"	245.00	37.02
C60	08°39'24"	245.00	37.02
C61	08°39'24"	245.00	37.02
C62	27°03'41"	73.00	38.04
C63	33°20'24"	128.64	74.87
C64	08°49'00"	62.78	121.07
C65	35°35'56"	73.00	46.29
C66	22°42'27"	75.00	29.31

CURVE TABLE

A1 - SIGHT VISIBILITY TRIANGLE

FINAL PLAT for PABST RIDGE, LOTS 1 - 126, BLOCK "I" AND COMMON AREA "A" (OPEN/DRAINAGE/RECREATION)

BEING A RESUBDIVISION OF BLOCK 3 AS RECORDED IN HANSON RIDGE, LOTS 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200, BLOCKS "1", "2" AND "3" AND COMMON AREAS "A", "B" AND "C", SEQ. #20211030882, BEING A PORTION OF SECTION 8, T18S, R15E, G&SRB&M, PIMA COUNTY, ARIZONA



Baker & Associates Engineering, Inc.
1581 E. Sanabria Drive, Suite #205 Tucson, Arizona 85718 PH (520) 318-1900 FAX (520) 318-1900

#P21FP00006

REF.: #P21FP00005, #P21FP00011

JOB #24563

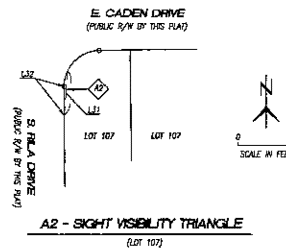
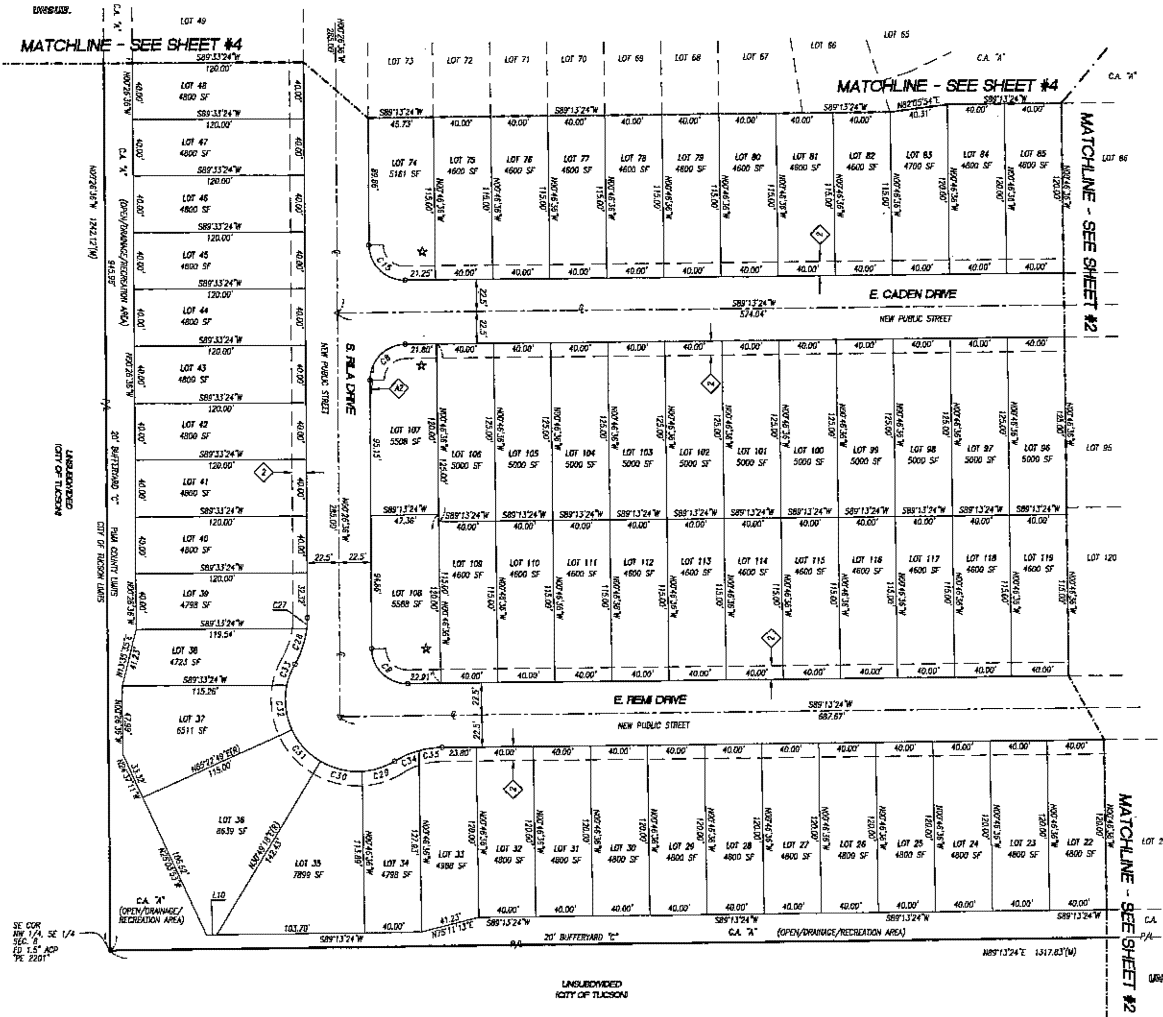
DATE: JUNE 30, 2021

SHEET 2 OF 4

SEQUENCE #

EASEMENT KEYNOTES

- OFFSHORE EX. 30' GAS EASTMENT (UNDER MORGAN) PER LOT 133/4/5/6/4 TO REMAIN
- NEW 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- NEW SIGHT VISIBILITY TRIANGLE ("A2") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, THIS SHEET)



FINAL PLAT for PABST RIDGE, LOTS 1 - 126, BLOCK "A" AND COMMON AREA "A" (OPEN/DRAINAGE/RECREATION)

BEING A RESUBDIVISION OF BLOCK 3 AS RECORDED IN HANSON RIDGE, LOTS 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200, BLOCKS "1", "2" AND "3" AND COMMON AREAS "A", "B" AND "C", SEC. #20211030882, BEING A PORTION OF SECTION 8, T16S, R16E, G&SRB&M, PIMA COUNTY, ARIZONA

FOR INTERIOR GEOMETRY ONLY



Baker & Associates Engineering, Inc.
3661 E. Sunrise Drive, Suite 402S, Tucson, Arizona 85718 (520) 218-1550 Fax (520) 218-1530

#P21FP00006

REF: #P21FP00005; #P20FP00011

JOB #2456.3

DATE: JUNE 30, 2021

SHEET 3 OF 4

SEQUENCE #

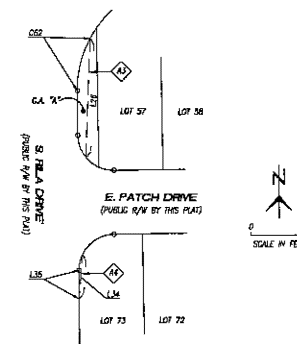
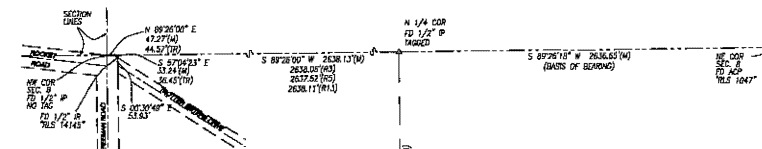
SEQUENCE #

EASEMENT KEYNOTES

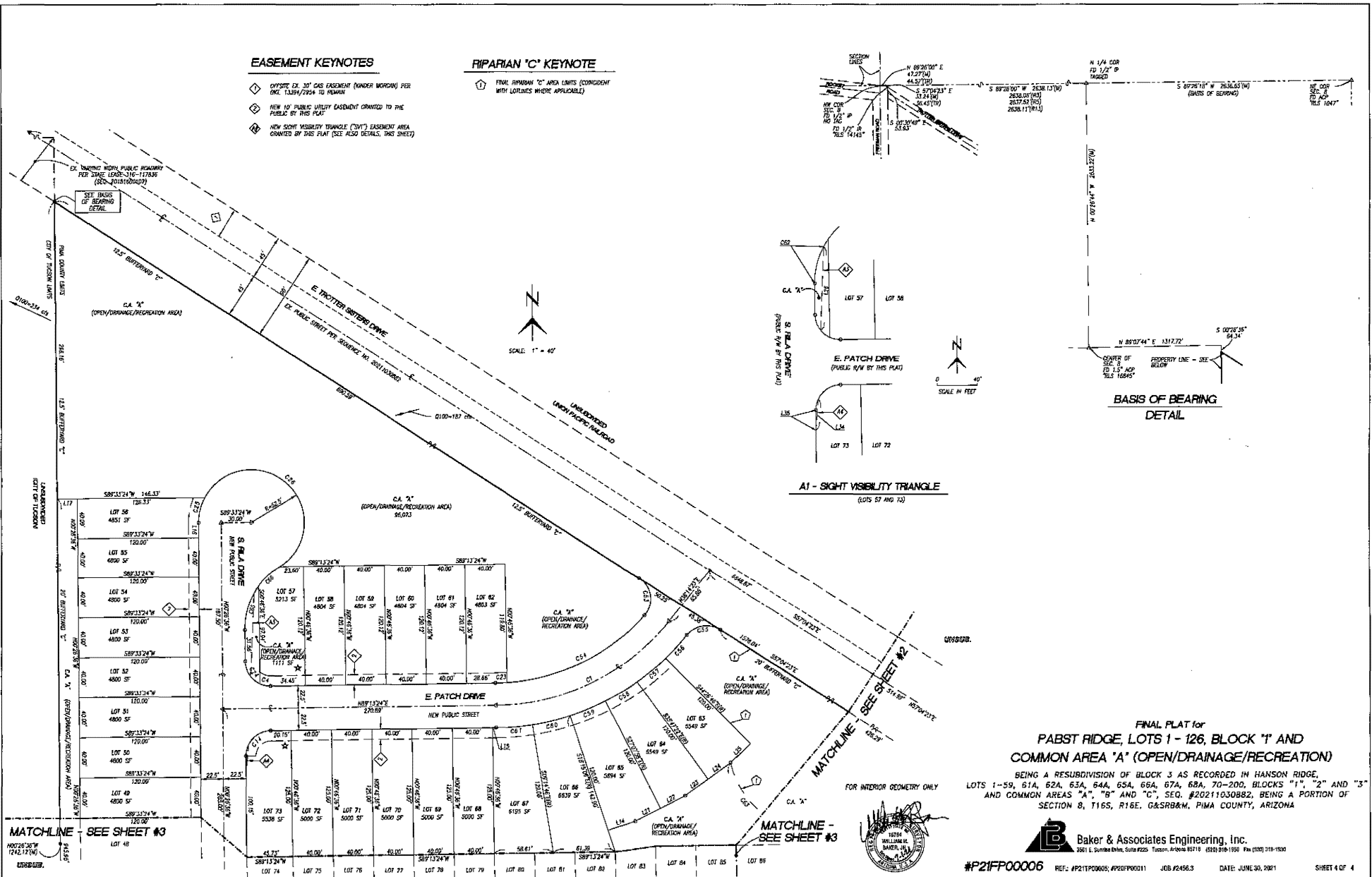
- 1 OFFSET EX. 30' GAS EASEMENT (UNDER WORKING) PER DCL 1339/7954 TO REMAIN
- 2 NEW 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- 3 NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO DETAILS, THIS SHEET)

RIPARIAN "C" KEYNOTE

- 1 FINAL RIPARIAN "C" AREA LIMITS (CONGRUENT WITH LOTLINES WHERE APPLICABLE)



A1 - SIGHT VISIBILITY TRIANGLE (LOTS 57 AND 73)



FINAL PLAT for PABST RIDGE, LOTS 1 - 126, BLOCK "T" AND COMMON AREA "A" (OPEN/DRAINAGE/RECREATION)

BEING A RESUBDIVISION OF BLOCK 3 AS RECORDED IN HANSON RIDGE, LOTS 1-59, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 70-200, BLOCKS "1", "2" AND "3" AND COMMON AREAS "A", "B" AND "C", SEQ. #20211030882, BEING A PORTION OF SECTION 8, T16S, R16E, G&SR&M, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3001 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 818-1550 Fax (520) 218-1530

#P21FP00006 REF: #P21FP00005; #P21FP00011 JOB #2456.3 DATE: JUNE 30, 2001 SHEET 4 OF 4

SEQUENCE #

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P21FP00006]

THIS AGREEMENT is made and entered into by and between Vail UPRR South, L.L.C., an Arizona limited liability company, and Vail UPRR Russo, L.L.C., an Arizona limited liability company, or successors in interest ("Subdivider"), Stewart Title & Trust of Tucson, 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 Pabst Ridge, Lots 1-126, Block 1 and Common Area A (Open Space/Drainage/Recreation) recorded in Sequence number _____ on the _____ day of _____, 2021, in the Office of the Pima County Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PIMA COUNTY, ARIZONA

SUBDIVIDER: Vail UPRR South, L.L.C., an Arizona limited liability company, and Vail UPRR Russo, L.L.C., an Arizona limited liability company

Chair, Board of Supervisors

By: The Hearon Company, as manager of Ashland Group-Millennium Successor to Ashland Group LLC, as Manager

ATTEST:


By: Duff C. Hearon
Its: President

Clerk of the Board

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

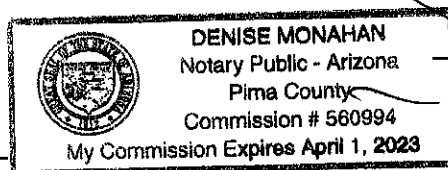

By: Teresa M. Ives
Its: Trust Officer

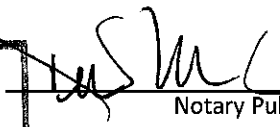
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of June, 2021, by Duff C. Hearon, President of

The Hearon Company, an Arizona corporation, as Manager of Vail UPRR South, L.L.C., an Arizona limited liability company, and as Manager of Vail UPRR Russo, L.L.C., an Arizona limited liability company ("Subdivider"),

My Commission Expires: 4/1/23



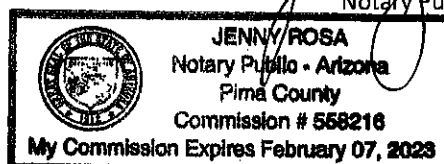

Notary Public

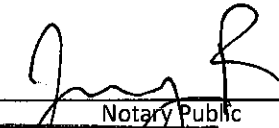
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 1st day of July, 2021, by Teresa M. Ives of

Stewart Title and Trust of Tucson, an Arizona corporation ("Trustee"),
on behalf of the corporation, as Trustee under Trust No. 3758.

My Commission Expires: Feb. 7, 2023




Notary Public