



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/15/25

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

SBH Verano LP

***Project Title/Description:**

Master Wastewater Service Agreement between Pima County and SBH Verano LP for Construction of Improvements to the Public Sewage Conveyance System and Provision of Wastewater Service for Verano Section 10

***Purpose:**

This is Item #3 of 4 for Verano Section 10 for this board meeting.

This Master Wastewater Service Agreement is between Pima County and SBH Verano LP for the off-site sewer construction, capacity allocation and sewer connection fee discount related to development of Verano, Section 10.

***Procurement Method:**

This contract is a non-procurement contract and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

Increase Housing Mobility and Opportunity

***Public Benefit:**

Approval of this Master Wastewater Service Agreement enables construction of improvements to the public sewage conveyance system and provision of wastewater service for Verano Section 10. The project increases the supply of available housing in an area that lacks housing choices.

***Metrics Available to Measure Performance:**

Increase Housing Mobility and Opportunity

***Retroactive:**

No

TO: COB 4-8-2025 (1)
VERS: 0
PGS: 15 ADDENDUM

APR08 25AM1049 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: DSD Contract Number (i.e., 15-123): SC2500000135
Commencement Date: 04/15/2025 Termination Date: 04/14/2045 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 0 * ☒ Revenue Amount: \$ 0

*Funding Source(s) required: No Cost

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Tom Drzazgowski

Department: Development Services

Telephone: 520-724-9522

Department Director Signature: _____ Date: 4-7-25

Deputy County Administrator Signature: _____ Date: 4/7/2025

County Administrator Signature: _____ Date: 4/8/2025

**Master Wastewater Service Agreement
between**

Pima County

and

SBH Verano LP

for

Construction of Improvements to the Public Sewage Conveyance System

and

**Provision of Wastewater Service
for**

Verano Section 10

Master Wastewater Service Agreement

Between

Pima County
and

SBH Verano LP
for
Construction of Improvements to the Public Sewage Conveyance System
and
Provision of Wastewater Service
for
Verano Section 10

This Agreement is made this ____ day of _____, 2025, between Pima County, a body politic and corporate of the State of Arizona ("County"), on behalf of its Regional Wastewater Reclamation Department ("Department") and SBH Verano LP, an Arizona limited partnership (hereinafter "Applicant"), as owner.

Recitals

A. Applicant is the owner of the property commonly referred to as Verano Section 10 (hereinafter called the "Development"), a development in Pima County, Arizona.

B. The Development encompasses approximately 700 acres of land located in Section 10, Township 16 South, Range 14 East; bounded on the north by Singing Cactus Ln and private land; east by Swan Road; south by private land; and the west by State Trust Land as depicted on Exhibit A, attached hereto and incorporated herein by this reference.

C. The Development is within the Swan Southlands Specific Plan area, as approved by the Pima County Ordinance 2005-2, recorded in Docket 12469 at Page 2349, as modified on June 15, 2010 and December 13, 2016, and located generally between S. Swan Road and S. Wilmot Road and approximately one mile south of E. Old Vail Connection Road in Sections 10 (portion), 12 (portion), 13, 14, and 15, T16S, R14E.

D. The Development is also subject to the terms and provisions of a Development Agreement currently being negotiated between Applicant and County (the "DA").

E. Applicant intends to construct the on-site public gravity sewers and the off-site system improvements as described herein to serve the Development as well as the South Wilmot Land Investors LLC parcel (tax parcel No. 30309003A) located easterly of Development in Section 13, Township 16 South, Range 14 East. Additionally, the system

improvements will serve a portion of State Trust Land (tax parcels No. 303091060 and 30309002K) adjacent to the west of Development and located in Sections 4 and 9, Township 16 South, Range 14 East, collectively the **"Adjacent Development."**

F. Applicant will construct and thereafter transfer title to the County an on-site public gravity sewer G-2024-076, referred to herein and defined as the "Verano Section 10 Block 1 Sewer" and an off-site public sewer G-2023-023, referred to herein and defined as the "Verano Offsite Sewer" to provide capacity and service to the Development and Adjacent Development area.

G. The Verano Offsite Sewer shall be located within the dedicated public sewer easement (SEQ 20182750351) located on the state trust land and leased by the Arizona State Trust Land Department to the County under conditions and reservations of contract R/W No. 16-119-180-00. The public sewer easement runs perpendicularly across parcel 303091060, extends through a small portion of parcel 30309002K, and runs north-south within the existing right of way, commonly known as Country Club Road.

H. Applicant designed and will construct the Verano Section 10 Block 1 Sewer and Verano Offsite Sewer of a size sufficient to provide capacity and service to the Development and Adjacent Development as determined by the approved 2024 Design Report by Westland Engineering and Environmental Services.

I. Construction of the above-mentioned Verano Section 10 Block 1 Sewer and the Verano Offsite Sewer shall be subject to and comply with all conditions stated in R/W No. 16-119-180-00 as if the Applicant were the Grantee. Conditions include ARTICLES 4, 5, 7, 9, 10, 11, and 12. Also included as ADDITIONAL CONDITIONS: 2. CONSTRUCTION, MAINTENANCE AND OPERATION, 3. ENVIRONMENTAL MATTERS AND INDEMNITY, 4. CULTURAL RESOURCES AND NATIVE PLANTS, 5. SERVICE / ACCESS ROADS, AND 6. TEMPORARY CONSTRUCTION EASEMENTS.

J. Pima County Code, Title 13, Chapter 20, authorizes a developer to construct system improvements to the Public Sewage Conveyance System under private contract where no existing sewer is available. Upon the completion of the system improvements and final approval by the Pima County Regional Wastewater Reclamation Department (PCRWD), the Ordinance requires the transfer of title of the system improvement to County.

K. In consideration for Applicant's construction of and transfer of the Verano Section 10 Block 1 Sewer and the Verano Offsite Sewer into County ownership, County shall thereafter operate, maintain, and service both the Verano Section 10 Block 1 Sewer and the Verano Offsite Sewer, including maintenance of the Arizona State Land Department Right of Way No. 16-119-180-00 ("ROW"). Applicant will be responsible for complying with the conditions in the ROW and bear any expenses in maintaining the area during the construction process and prior to the transfer of the completed sewer.

Agreement

Wherefore, in consideration of the recitals and the mutual covenants, terms and conditions in this Agreement, the parties agree as follows:

1 Definitions.

- 1.1 ADEQ Design Requirements means minimum design requirements promulgated by the Arizona Department of Environmental Quality that are set forth as state rules in the Arizona Administrative Code.
- 1.2 HCS means the privately maintained portion of the sewer between the structure being served and the public sewer.
- 1.3 Verano Offsite Sewer means a system improvement outside of the boundaries of the Development necessary to connect the Development to the public sewage conveyance system. The proposed off-site system improvements consist of 18" and 21" diameter sewer lines designed to serve the Development and the adjacent South Wilmot Land Investors LLC parcel. Applicant is not required to construct any additional off-site system improvements.
- 1.4 On-site Verano Section 10 Block 1 Sewer means public sewer facilities to be constructed under this Agreement that are located on the site of the Development. The proposed on-site Verano Section 10 Block 1 Sewer system improvements consist of a combination of 8", 15", and 18" diameter sewer lines designed to serve the Development and the South Wilmot Land Investors LLC parcel.
- 1.5 Public Sewage Conveyance System means public gravity or pressure sewers, manholes and other access structures, chemical feed stations, flow metering stations, pumping facilities, treatment facilities, and other appurtenances that are or will be owned and operated by Pima County.
- 1.6 Regional Wastewater Reclamation Standards means Pima County Regional Wastewater Reclamation Department's Engineering Design Standards (2022 Edition) as amended or augmented by Department Directive or special design requirements issued by Department prior to County approval of the system improvements, which by this reference are made a part of this Agreement.
- 1.7 Definitions of other terms used in this Agreement will have the same meaning as provided in Pima County Code Title 13, Chapter 20.

2 Components of Required Construction. Design standards specific to this project include the requirement that gravity sewer pipe capacity is based on a design Peak

Dry Weather Flow that does not exceed 0.75 d/D where d = flow depth and D = pipe diameter.

- 2.1 Verano Offsite Sewer (G-2023-023). The off-site gravity sewer will be constructed to provide capacity and service in conformance with the Sewer Basin Study (Final Design Report Revision 3 Verano Offsite Sewer, Westland, April 1, 2024). Here, the off-site Verano Offsite Sewer consists of 18" diameter pipes with the lowest reach being a 21" diameter sewer line designed to adequately serve the Development and Adjacent Development, including a portion of state land adjacent to the east and south of E Old Vail Connection Road and S Country Club Road, T16SR14E04 (Final Design Report Revision 3 Verano Offsite Sewer, WestLand, April 1, 2024).
- 2.2 Verano Section 10 Block 1 Sewer (G-2024-076). The on-site public gravity sewers will be located in the paved portions of new streets to the maximum extent possible. Any public sewers traversing recreational open space areas will be within easements and have maintenance vehicle access provided to the manholes by appropriately designed all-weather drivable surfaces. The public gravity sewers to be constructed under this agreement include the public gravity sewers that serve each development, but not the public sewers within each development that are to be constructed at a later date by others. Here, the Verano Section 10 Block 1 Sewer consists of a combination of 8", 15", and 18" diameter sewer lines designed to serve the Development and the adjacent South Wilmot Land Investors LLC parcel (Preliminary Sewer Report for Verano Section 10 Tentative Block Plat, GM Civil, September 2024).
- 2.3 Flow-through. When requested by the Department, capacity and service for adjacent parcels up-gradient of the Development shall be designed and constructed as part of the on-site public gravity sewers.

3 County Wastewater Collection and Treatment Capacity.

- 3.1 County will allocate 381,200 gallons per day (Average Dry Weather Flow (ADWF) of treatment and conveyance for the Development and 853,500 gallons per day (ADWF) for the adjacent South Wilmot Land Investors LLC parcel in the public sewer system downstream from manhole 2474-25 for a period of twenty (20) years ("Allocation of Capacity"), contingent upon completion of the performance milestones listed in 3.2.
- 3.2 This Allocation of Capacity is contingent upon the Applicant reaching the Milestones within the prescribed times as described in this Section and pursuant to Section 12 (Term of Agreement).
 - 3.2.1 Milestone (Phase 1): Within the first 10 years from the execution of this Agreement, Applicant will construct and turn to County the

Verano Offsite Sewer and secure 23.8% of the reserved capacity for the Development or 90,720 gallons per day allocated by a Type III Sewerage Capacity Allocation Letter to trigger an additional five (5) year extension to this Agreement. This will mark phase 1 of capacity allocation.

3.2.2 Milestone (Phase 2): During this five-year period, Applicant will secure 50% of the reserved capacity or 190,600 gallons per day allocated by a Type III Sewerage Capacity Allocation Letter to trigger a final five (5) year extension of this Agreement. This will mark phase 2 of capacity allocation.

3.2.3 Milestone (Phase 3): If the Milestones are completed as described above, the Allocation of Capacity for the Development will have been allocated over a term of twenty (20) years from the execution of this Agreement. Allocation of discharge capacity is made at the time of building permit issuance for commercial or Construction Authorization for residential development, provided the project finalizes construction. The 20-year anniversary of this Agreement will mark the expiration of Phase 3 and the availability of any remaining capacity not utilized.

3.3 Capacity allocation amounts outside of those reserved for the Development and the South Wilmot Land Investors LLC parcel referenced in this Agreement will be based on the Department's first-come, first-served capacity allocation process.

4 Governmental Standards. The on-site public sewer facilities will be designed and constructed in accordance with the applicable provisions of Pima County Code Title 13, Chapter 20, Regional Wastewater Reclamation Design Standards, and all applicable State of Arizona, Pima County and Pima County Flood Control District standards, rules and regulations.

5 Construction Plans and Specifications. The Verano Offsite Sewer and Verano Section 10 Block 1 Sewer will be constructed in accordance with final construction plans and specifications prepared, sealed and signed by a qualified registered professional engineer (the Engineer) and approved by the Department. Applicant shall instruct the Engineer to include the following note on the cover sheet of the construction plans:

Immediately report any release of sewage, and/or any damage to, or the dropping of debris into, the public sanitary sewage conveyance system to Pima County Regional Wastewater Reclamation Field Operations (520-724-6500) and request a Pima County Regional Wastewater Reclamation representative be dispatched to the site. Take immediate action to prevent or contain the sanitary sewage overflow (SSO) from the sewer system. The

Contractor shall be responsible for all costs to repair the sewer system, for all expenses to mitigate the release and to disinfect the release area, and for any regulatory penalties levied to Pima County Regional Wastewater Reclamation because the SSO entered a natural or constructed storm water drainage system. The Contractor shall repair all damage as directed and approved by the Pima County Regional Wastewater Reclamation Field Engineering Manager.

- 6 Construction of the Public On-site Sewer Facilities.** The facilities will be constructed by a qualified registered contractor (the Contractor). The County will be named as a third-party beneficiary in the contract between Applicant and the Contractor. Construction shall not commence until approval of the plans by Pima County Department of Environmental Quality has been received by the Department, inspection fees have been paid and the permit to construct has been issued.

- 6.1 Storm Water Permits. Applicable storm water permits must be obtained by both applicant and the Department prior to commencement of construction. In addition to obtaining Applicant's own required permit, Applicant shall provide the Department with all required plans and documentation, the completed application, and the necessary fees that the Department must submit. Department will sign and submit the application and notify Applicant when the permit has been received.

7 Service.

7.1 Sewer Connection Permits.

7.1.1 Physical Connection of Public On-site Sewer Facilities to Public Sanitary Sewer System. Physical connection of any facility within the Development to the on-site public collector sewers shall not be made until the related on-site public collector sewers and the tributary off-site public sewers pursuant to the applicable sewer plan have been constructed, inspected and released for service by the Department and ADEQ. Release for HCS connections by Regional Wastewater Reclamation shall be predicated on the satisfactory compliance with the provisions of Arizona Administrative Code Rule R18-9- E301 and other associated and/or applicable rules administered by ADEQ.

7.1.2 Regional Wastewater Reclamation Obligations. The Department shall not unreasonably delay inspection or unreasonably withhold, delay or condition acceptance of the sewerage facilities or the issuance of sewer connection permits.

7.2 County Wastewater Collection and Treatment Service. After final

approval and release by Department and transfer of all of the right, title and interest of Applicant in and to the sewerage facilities to the County as evidenced by a bill of sale, County shall provide wastewater collection and treatment service to the Development. Upon acceptance of this transfer, the County agrees to operate, maintain, and service both the Verano Section 10 Block 1 Sewer and the Verano Offsite Sewer, including maintenance of the Arizona State Land Department Right of Way No. 16-119-180-00.

8 Assurances.

- 8.1 Off-site. Upon execution of this Agreement, Applicant shall furnish County security that guarantees Applicant's performance of all the construction described in this Agreement necessary for the Off-site Public Sewer System. The security shall specify the date by which the construction of the off-site shall be completed.
- 8.2 Form of securities. The security may be in the form of a performance bond executed by a company authorized and licensed to do business in the state of Arizona, irrevocable letters of credit in favor of Pima County from a third-party financial institution authorized and licensed to do business in the state of Arizona, trust assurance agreements, or other security acceptable to the County Attorney.

9 Wastewater Fees and Discounts

- 9.1 Utility Fees. Applicant shall pay all wastewater utility fees as required by Pima County Code, Chapter 13.20, *Sanitary Sewer Construction, Connections and Fees*, applicable at the time of application for connection to the public sanitary sewer system.
- 9.2 User Fees. Applicant acknowledges and agrees that all lots in the Development shall be subject to Pima County Code, Chapter 13.20, *Wastewater Utility Fee*, as amended.
- 9.3 Discounts. The Development will receive a wastewater utility fee discount calculated as follows:

9.3.1 Eligible Units. For each 25 feet of qualifying public sanitary sewer installed by Applicant, inclusive of the Verano Offsite Sewer (estimated to be 10,277 linear feet), one dwelling unit or one commercial/industrial/multi-family unit within the Development will receive a wastewater utility fee discount of one thousand one hundred dollars (\$1,100.00) each, if the Public System Improvement is completed per design. The final discount amount will be calculated and assigned to the Development after the Verano Offsite Sewer has been transferred to the County and the discount calculation will be based on the length of qualifying System Improvements

at the time of transfer to the County. The Department will issue a letter confirming the number of dwelling units or commercial/industrial units that are deemed to qualify for a Wastewater Utility Fee Discount.

- 10 Funding of Acquisition Expenses.** If applicable, Applicant shall secure necessary sewer easements from third parties. Applicant shall be responsible for all costs of acquisition and applications. In this regard Applicant shall coordinate all easement acquisitions with the County's Real Property Services Division to provide guidance and approval for the required acquisitions or easement applications. The County acknowledges that the required Arizona State Land Department right of ways are already secured and it is unlikely that any additional third party easements will be necessary.

11 Indemnification.

- 11.1 Applicant will indemnify, defend, and hold harmless Pima County, its officers, departments, employees, and agents from and against any and all third party suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which arise out of this Agreement but only to the extent caused by any negligent or intentional act or omission of Applicant, its agents, employees, or anyone acting under its direction, control, or on its behalf except to the extent due to County negligence.
- 11.2 Preexisting Environmental Conditions. To the fullest extent permitted by law, Applicant shall indemnify, defend, and hold harmless Pima County, its officers, departments, employees, and agents from and against any claims and damages resulting from or arising out of the existence of any substance, material, or waste, regulated pursuant to federal, state, or local environmental laws, regulations, or ordinances, that is present on, in, below, or originates from property owned or controlled by Applicant prior to the execution of this Agreement.
- 11.3 Survival of Termination. This section shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement for two (2) years after cancellation, revocation or expiration of this Agreement.

12 Term of Agreement and Cancellation.

- 12.1 Term of Agreement. The term of this Agreement is twenty (20) years from the date of this executed agreement by the Pima County Board of Supervisors.
- a. Cancellation for Failure to Construct. In the event Applicant does not start construction of the Verano Offsite Sewer within (5) years from the effective

date of this Agreement, this Agreement shall be null and void, canceled, and of no further force and effect, unless the parties agree to extend the time of completion by mutual written agreement.

- b. Remedy of County. Notwithstanding anything to the contrary contained in this Agreement, in the event Applicant does not complete the Verano Offsite Sewer, termination of this Agreement shall be the sole and exclusive remedy of County, and in no event shall County have the right to seek specific performance of Applicant's obligations hereunder with respect to construction of the Verano Section 10 Block 1 nor shall it have the right to seek monetary damages arising from Applicant's failure to timely construct any portion of the Verano Offsite Sewer.
- c. Cancellation for Conflict. This Agreement is subject to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

13 Construction of Agreement.

- 13.1 Entire Agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- 13.2 Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.
- 13.3 Negotiation. This Agreement has been arrived at by negotiation and shall not be construed against the party who prepared the last draft.
- 13.4 Intentions. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof.
- 13.5 Captions and Headings. Captions and headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- 13.6 Severability. If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.
- 13.7 Governing Law. This Agreement is entered into under and shall be

governed by the laws of the State of Arizona and any action concerning this Agreement will be brought in a State of Arizona court in Pima County.

- 14 Compliance with Laws.** The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.
- 14.1 Anti-Discrimination. The provisions of Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- 14.2 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR. Parts 35 and 36.
- 15 No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement. This Agreement shall not create any right to any person or entity as a third party beneficiary.
- 16 Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 17 Remedies.** Except as otherwise provided herein, either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.
- 18 Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of successors and assigns of the parties. Applicant may not assign this Agreement without prior written approval by County, which approval shall not be unreasonably withheld.
- 19 Notice.** All notices, demands, instructions, approvals or other communications required or permitted to be given hereunder shall be in writing and shall become effective seventy-two (72) hours after such are deposited in the United States mail, certified, postage prepaid, addressed as shown below, or to such other address as either party hereto may from time to time designate in writing:

To Applicant:
SBH Verano LP

To County:
Jackson Jenkins, Director

6720 N. Scottsdale Rd., Suite 250
Scottsdale, AZ 85253-4424
Attn: Sean Walters

Pima County Regional Wastewater
Reclamation Department
201 N. Stone Ave., 8th floor
Tucson, AZ 85701-1207

With Copy to:
Fennemore Craig P.C.
Attn: Jay Kramer
1 S. Church Ave., Suite 1010
Tucson, AZ 5701

- 20 Termination With Cause.** If Applicants default under any provision of this Contract, Applicant has 60 calendar days following written notice from County to cure the default. County may include a stop work order with the written notice of the default. If Applicants does not timely cure the default, County may terminate this Contract by serving a written notice upon Applicants without further obligation other than payment for services rendered to the date of termination.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year last written below.

SBH Verano LP:

By: 
Sean Walters, Authorized Representative

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 27th day of March, 2025, by Sean Walters.


Notary Public



PIMA COUNTY:

Rex Scott, Chair, Board of Supervisors


Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:



Jackson Jenkins, Director
Regional Wastewater Reclamation Department

3/31/25

Date

APPROVED AS TO FORM:



Bobby Yu, Deputy County Attorney

3/31/2025

Date

Exhibit A

Map of Area Encompassed by this Agreement

