



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**

**Requested Board Meeting Date:** November 22, 2016

**Title:** Notice of Consent of Final Plat for Southern Arizona Land Trust, Inc. (SALT)

**Introduction/Background:**

SALT has requested Pima County Notice of Consent to its final plat for EMERY PARK PLACE; Lots 1-4 and COMMON AREA "A"; (PRIVATE DRAINAGE AND PUBLIC UTILITIES), located at 140 E. Drexel Road, Tucson, Arizona, 85706 (Subject Property).

**Discussion:**

SALT utilized US Housing and Urban Development (HUD) Neighborhood Stabilization Program 2 (NSP2) funds to conduct eligible land banking activities to acquire foreclosed and vacant properties for the purposes of redeveloping into affordable housing. Pima County is listed as a Beneficiary of a Master Performance Deed of Trust on all property purchased with NSP2 grant funds to secure the federal investment and development of affordable housing. This Notice of Consent request is subject to current Assessor Parcel Number 138-10-006B as identified on attached Master Performance Deed of Trust

**Conclusion:**

SALT is in the process of finalizing its re-platting of the Subject Property to create an additional 5 lots, and common area, to construct affordable housing (attached). Pima County's Notice of Consent to the final plat is required to finalize the land use development process. Pima County Community Development & Neighborhood Conservation (CDNC) staff has reviewed the request and has determined it meets the NSP2 national objective to redevelop foreclosed property into affordable housing opportunities for low income persons.

**Recommendation:**

Staff recommends that the Board of Supervisors approve and the Chair execute the Notice of Consent of Final Plat for EMERY PARK PLACE; Lots 1-4 and COMMON AREA "A" (PRIVATE DRAINAGE AND PUBLIC UTILITIES).

**Fiscal Impact:**

There is no fiscal impact. This was a previously funded NSP2 grant activity.

**Board of Supervisor District:**

- 1             2             3             4             5             All

Department: CDNC, John Matheny or Daniel Tylutki Telephone: 520.724.8779 or 520.724.6754

Department Director Signature/Date: Margaret M. Kim 10/31/2016

Deputy County Administrator Signature/Date: Jaur 11/1/2016

County Administrator Signature/Date: C. DeCortney 11/1/16

**NOTICE OF CONSENT**

**A Final Plat for**

**EMERY PARK PLACE**

**Lots 1-4 and COMMON AREA "A"**

**(PRIVATE DRAINAGE AND PUBLIC UTILITIES)**

The undersigned authorized party for **Pima County, a body politic and corporation of the State of Arizona**, hereby executes the following Notice of Consent.

1. **Background.** **Pima County, a body politic and corporation of the State of Arizona** is the Beneficiary of a Deed of Trust dated **October 12, 2012**, and recorded **November 15, 2012**, in Sequence Number 20123201098, in the Pima County, Arizona Recorder's Office, (the "Loan Documents"). **Southern Arizona Land Trust, Inc., an Arizona corporation** is the Trustor of the Loan Documents. The Trustor hereby requests the Beneficiary's consent to the development of **Lots 1-4 and COMMON AREA "A" (PRIVATE DRAINAGE AND PUBLIC UTILITIES) EMERY PARK PLACE**, as recorded in Sequence # \_\_\_\_\_ and the Declaration of Covenants, Conditions and Restrictions recorded in Sequence # \_\_\_\_\_ of the Pima County, Arizona Recorder's Office ("Covenants").

2. **Consent.** The Beneficiary hereby consents to the Covenants, the Plat and any dedications acquired by separate instrument or dedicated on the Plat in connection with the platting of the property subject to the Loan Documents.

3. Effect of Notice. This Notice is being made only so that in the event that the Loan Documents were foreclosed, the Plat, any dedications, and the Covenants would not be extinguished thereby. Nothing contained herein shall subordinate the lien of the Loan Documents to any lien created by the Covenants, and the foreclosure of any such lien encumbering the development property or the Covenants shall have no effect on the lien of those Loan Documents.

DATED this \_\_\_\_\_ day of November, 2016

**FOR: Pima County, a body politic and corporation of the State of  
Arizona**

BY: \_\_\_\_\_  
(Name)

AS: \_\_\_\_\_  
(Title)

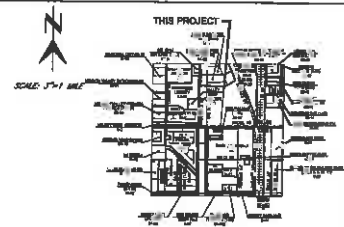
STATE OF ARIZONA     )  
                                  ) ss  
COUNTY OF PIMA    )

The forgoing instrument was acknowledged before me, the undersigned authority on this, the \_\_\_\_\_ day of November, 2016, by \_\_\_\_\_, as \_\_\_\_\_, for **Pima County, a body politic and corporation of the State of Arizona.**

Notary Public: \_\_\_\_\_

My Commission Expires:

# A FINAL PLAT FOR EMERY PARK PLACE LOTS 1-4 AND COMMON AREA 'A' (PRIVATE DRAINAGE & PUBLIC UTILITIES)



**LOCATION MAP**  
LOCATED IN THE 1/4 OF SEC. 12, T18N, R10E,  
COCONINO COUNTY, ARIZONA

SEQUENCE #

- GENERAL NOTES**
1. THE GROSS AREA OF THIS SUBDIVISION IS 1.324 ACRES
  2. THE TOTAL NUMBER OF LOTS IS 4
  3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.100
  4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.100
  5. POWER TO ESTABLISH AN ANY BUILDING PERMIT, A FLOODPLAIN USE PERMIT IS REQUIRED FOR LOTS 1-4
  6. THERE WILL BE NO FURTHER DIVISION OF LOTS WITHOUT THE EXPRESSED APPROVAL OF THE CITY OF TUCSON.
  7. ANY RELOCATION, MODIFICATION, ETC. OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
  8. THIS SUBDIVISION IS SUBJECT TO ORDINANCE NUMBER 2014 WHICH ESTABLISHED ZONING IN THE "NEXT TO BUNDLES ROAD AND SOUTH TO SAN JAVIER BOGAN RECREATION (ANNEXATION SITE) ANNEXATION AREA."
  9. THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 10 EAST, OLD AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID BEARING BEING NORTH 89°24'12" EAST, PER BOOK 7, PAGE 44, RECORD OF SURVEY.

**DEFINITION 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 "SAFETY MONUMENTS" AND MARKERS SHOWN ARE CORRECTLY LOCATED.

BY: DAVE L. PUTT 1209  
S.S. NUMBER

**DEDICATIONS**

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

WE HEREBY GRANT TO THE PUBLIC AND ALL UTILITY COMPANIES ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSES OF ACCESS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND OTHER USES AS DESCRIBED BY THIS PLAT.

COMMON AREAS, AS SHOWN HEREON, ARE DESCRIBED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THE SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF UTILITIES AND IRRIIGATION. TITLE TO THE LAND OF ALL PRIVATE COMMON AREAS SHALL BE VESTED IN AN INDIVIDUAL OR INDIVIDUALS WHOSE NAMES AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN RECORDS 8.

IF THE PIMA COUNTY RECORDS OFFICE, THE ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR COSTS, MAINTENANCE AND LIABILITY FOR THE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS THE CITY OF TUCSON, ITS SUCCESSORS AND AGENTS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY SHOWN ON THIS PLAT AND IN THE FUTURE BY REASON OF FLOODING, FLOWING, DRIFT, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR SINKHOLE.

THE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NO. 2018-0-4, AS TRUSTEE ONLY AND NOT OTHERWISE.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
TRUST OFFICER, DAVID L. BLAKE

**BENEFICIARY**

THE BENEFICIARY OF TITLE SECURITY AGENCY, LLC TRUST NO. 2018-0-4 (TRUST NO. 2018-0-4) IS: SOUTHERN ARIZONA LAND TRUST INC.  
ATTN: JEFFREY BRIDGEMAN  
2544 W. ALBUQUERQUE BLVD.  
TUCSON, AZ 85710-1431

STATE OF ARIZONA }  
COUNTY OF PIMA } SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICER FOR TITLE SECURITY AGENCY OF ARIZONA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND TITLE SECURITY AGENCY, LLC TRUST NO. 2018-0-4 AS TRUSTEE ONLY AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREON.

BY COMMISSION EXPRESSED: \_\_\_\_\_  
NOTARY PUBLIC

**ASSURANCES**

THIS IS TO CERTIFY THAT ALL IMPROVEMENTS, SUCH AS SEWER, SEWERLINES, WATERS, WATER AND UTILITY INSTALLATIONS, DRAINAGE AND FLOOD CONTROL FACILITIES AND MONUMENTS, REQUIRED BY THE CITY OF TUCSON HAVE BEEN COMPLETED OR THE FUTURE COMPLETION OF SUCH IMPROVEMENTS HAS BEEN ASSURED BY A LAND TRUST FINANCIAL ASSURANCE AGREEMENT, THE PORTING OF PERFORMANCE BOND, AN ESCROW ACCOUNT, LETTER OF CREDIT, OR OTHER SECURITY AS THE CITY OF TUCSON DEEMS NECESSARY AND FEASIBLE. IN THE EVENT THAT ANY SUCH ASSURANCE EXPENSES, LAUNDS ON IS OTHERWISE RESPONSIBLE TO ASSURE THE COMPLETION OF ALL SAID IMPROVEMENTS, THE CITY MAY WITHDRAW THE FAVORABLE OF BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY.

CITY OF TUCSON PLANNING & DEVELOPMENT SERVICES DEPARTMENT DIRECTOR \_\_\_\_\_  
CITY OF TUCSON CITY ENGINEER \_\_\_\_\_

**APPROVAL**

I, \_\_\_\_\_, BOARD MEMBER, CLERK OF THE CITY OF TUCSON, ARIZONA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD AND COUNCIL OF THE CITY OF TUCSON, ARIZONA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

CLERK, CITY OF TUCSON \_\_\_\_\_ DATE \_\_\_\_\_

**RECORD**

STATE OF ARIZONA  
COUNTY OF PIMA  
I HEREBY CERTIFY THAT THE INSTRUMENT HAS BEEN FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_ OF \_\_\_\_\_ ENGINEERING, LLC, SA# \_\_\_\_\_  
THE INSTRUMENT BY NAME AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN.  
I, \_\_\_\_\_, AM RECORDING COUNTY RECORDER BY \_\_\_\_\_ DEPUTY

**ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THAT THE FLOOD-PRONE LIMITS AND/OR FLOODING HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

BY: \_\_\_\_\_  
SEAL NUMBER 7280


- SHEET INDEX**
1. COVER NOTES
  2. PLAT, CURVE & LINE DATA LEGEND

**OWNER/DEVELOPER**

TITLE SECURITY AGENCY, LLC  
UNDER TRUST NO. 2018-0-4  
2544 W. ALBUQUERQUE BLVD. STE 100  
TUCSON, ARIZONA 85710  
PH (520) 920-1431  
FX (520) 891-1241  
david.blake@titlesec.com

BENEFICIARY TO TRUST NO. 2018-0-4  
SOUTHERN ARIZONA LAND TRUST INC.  
c/o JEFFREY BRIDGEMAN  
2544 W. ALBUQUERQUE BLVD.  
TUCSON, AZ 85710-1431  
PH (520) 920-1431  
jbr@saltr.com

ADDRESS: 140 E DREXEL ROAD

PREPARED BY:  GREG K. CARLSON ENGINEERING, L.L.C.  
140 E DREXEL ROAD, SUITE 100  
TUCSON, ARIZONA 85710-1431  
PH (520) 920-1431

S16-063  
CAL'S REG. 09-00-39

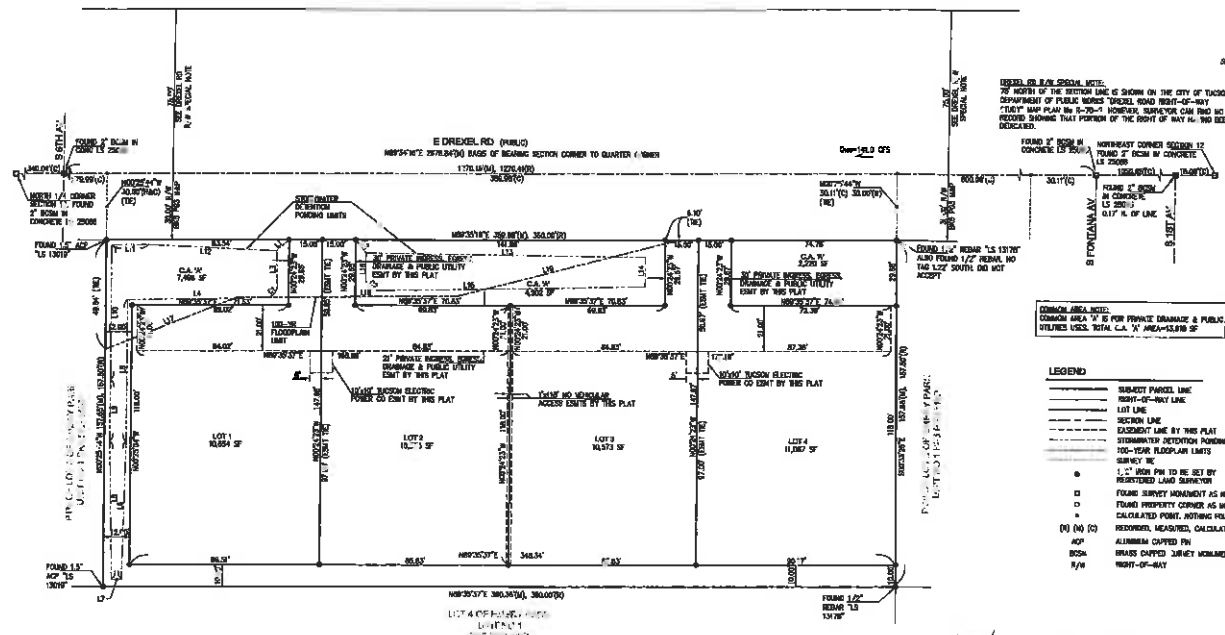
**A FINAL PLAT FOR  
EMERY PARK PLACE**  
LOTS 1-4 AND COMMON AREA 'A'  
OWNER/DEVELOPER & PUBLIC TRUSTEE  
A REPRESENTATIVE OF A PORTION OF ONE (1) OF SEVERAL BLOCKS, PARTS  
EMERY PARKWAY COUNTY TRUST NO. 1, PER BOOK 6, PAGE 4, RECORD OF SURVEY  
IN THE 1/4 OF SEC. 12, T18N, R10E, COCONINO COUNTY, ARIZONA

DATE: 11-18-20  
BY: J.A. [Signature]  
BY: J.A. [Signature]

SEQUENCE # 1/2

File Online Digitally Signed by: 10-200-014.pdf-102

SEQUENCE #



RECORD OR FILE ORIGINAL NOTE:  
 25' NORTH OF THE SECTION LINE IS SHOWN ON THE CITY OF TUCSON  
 DEPARTMENT OF PUBLIC WORKS "DREXEL ROAD RIGHT-OF-WAY  
 PLAT" MAP PLAN No. 10-79-1. HOWEVER, SURVEYOR'S CASE HAS NOT  
 RECORDED SHOWING THAT PORTION OF THE RIGHT OF WAY HAS NOT BEEN  
 RECORDED.

- COMMON AREA NOTE:**  
 COMMON AREA "X" IS FOR PRIVATE DRAINAGE & PUBLIC  
 UTILITIES USES. TOTAL "X" AREA=55,939 SF
- LEGEND**
- SURVEY PARCEL LINE
  - RIGHT-OF-WAY LINE
  - LOT LINE
  - SECTION LINE
  - EASEMENT LINE BY THIS PLAT
  - STORMWATER DETENTION PONDING LIMITS
  - 100-YEAR FLOODPLAIN LIMITS
  - SURVEY IR
  - 1" IR WITH PIN TO BE SET BY RESTRICTED LAND SURVEYOR
  - FOUND SURVEY MONUMENT AS MOVED
  - FOUND PROPERTY CORNER AS NOTED
  - CALCULATED POINT, NOTHING FOUND OR SET
  - (D) (M) (C) RECOVERED, RECALCULATED, CALCULATED PARADISE
  - APX ALUMINUM CAPPED PIN
  - BSM BRASS CAPPED SURVEY MONUMENT
  - R/W RIGHT-OF-WAY

**LINE DATA (DETENTION LIMITS)**

LINE	CHORD	BEARING
L1	10.00	S89°58'30"W
L2	10.00	S89°58'30"W
L3	10.00	S89°58'30"W
L4	10.00	S89°58'30"W
L5	10.00	S89°58'30"W
L6	10.00	S89°58'30"W
L7	10.00	S89°58'30"W
L8	10.00	S89°58'30"W
L9	10.00	S89°58'30"W
L10	10.00	S89°58'30"W
L11	10.00	S89°58'30"W
L12	10.00	S89°58'30"W
L13	10.00	S89°58'30"W
L14	10.00	S89°58'30"W
L15	10.00	S89°58'30"W
L16	10.00	S89°58'30"W
L17	10.00	S89°58'30"W
L18	10.00	S89°58'30"W
L19	10.00	S89°58'30"W
L20	10.00	S89°58'30"W

**LINE DATA (FLOODPLAIN)**

LINE	LENGTH	BEARING
L1	10.00	S89°58'30"W
L2	10.00	S89°58'30"W
L3	10.00	S89°58'30"W
L4	10.00	S89°58'30"W

**CURVE DATA (DETENTION LIMITS)**

CHORD RADIUS	ARC LENGTH	ANGLE	CHORD L	CHORD BEARING
75	3.42	6.24	3.28	N52°52'30"E
75	3.42	7.20	3.28	S67°07'30"W



ADDRESS:  
 140 S DREXEL ROAD

816-063  
 CASE NO. CD-60-50

PREPARED BY:

**CHRIS CARLSON ENGINEERING, L.L.C.**  
 140 S DREXEL ROAD, SUITE 100  
 TUCSON, ARIZONA 85701

**A FINAL PLAT FOR EMERY PARK PLACE**  
 (PRIVATE DRAINAGE & PUBLIC UTILITIES)  
 THIS IS A FINAL PLAT FOR A PORTION OF LOT 4 OF THE EMERY PARK PLACE  
 SUBDIVISION, PARCEL 100, IN THE EMERY PARK PLACE SUBDIVISION, AS SHOWN  
 HEREIN, BEING PART OF THE S.E. 1/4 OF SEC. 16, T. 10S, R. 10E, S. 10E, 1/4, P. 10A,  
 PIMA COUNTY, ARIZONA.

DATE: 11-07 BY: JLC  
 DATE: 11-08 BY: JLC

SCALE: 1"=40'

SEQUENCE #

F. ANN RODRIGUEZ, RECORDER  
Recorded By: LD  
DEPUTY RECORDER  
41

P0230  
PIMA CO CLERK OF THE BOARD  
PICKUP



SEQUENCE: 20123201098  
NO. PAGES: 14  
DOT 11/15/2012  
18:00  
PICK UP  
AMOUNT PAID: \$0.00

Neighborhood Stabilization 2 (NSP2)  
Community Development & Neighborhood Conservation  
Pima County  
Kino Service Center  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

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**MASTER PERFORMANCE DEED OF TRUST**  
**Neighborhood Stabilization 2**

**1. Definitions.**

1.1. *"Deed of Trust"* shall mean this Deed of Trust entered into as a regulatory agreement pursuant to the NSP2 Agreement, as hereinafter defined. To the extent allowed by law, the Parties intend that this Deed of Trust be treated as a master mortgage for purposes of Arizona Revised Statutes §33-415, so as to facilitate the inclusion of the provisions of the Deed of Trust by reference without setting them forth in full.

1.2. *"Trustor"* shall mean Southern Arizona Land Trust, Inc., an Arizona nonprofit corporation, whose mailing address is: 6700 N. Oracle Road, #100, Tucson, Arizona 85704.

1.3. *"Trustee"* shall mean Stewart Title and Trust of Tucson, whose mailing address is: 7225 N. Oracle Road, #105, Tucson, AZ 85704.

1.4. *"Beneficiary"* shall mean Pima County, a body politic and corporate of the State of Arizona, whose mailing address is: Pima County Community Development & Neighborhood Conservation, Neighborhood Stabilization 2 (*"NSP2"*), 2797 E. Ajo Way, 3<sup>rd</sup> Floor, Tucson, AZ 85713.

1.5. *"Parties"* shall mean collectively Trustor, Trustee and Beneficiary, and they are individually a *Party*.

1.6. *"Property"* shall mean the real property situated in the County of Pima, State of Arizona, as described in **Exhibit A** attached hereto and made a part hereof, together with all buildings, improvements and fixtures thereon or hereinafter erected

thereon, together with all real property for which a deed of trust in the form of **Exhibit B** is recorded that incorporates the provisions of this Master Performance Deed of Trust pursuant to A.R.S. §33-415. The street addresses of the property described on Exhibit A are: Property Street Address, City, State Zip Code.

1.7. "**Project**" shall mean the purchase, rehabilitation, rental or sale of single family homes (each such home is individually a "**Unit**" and collectively the "**Units**") in accordance with the NSP2 Agreement.

1.8. "**NSP2 Agreement**" shall mean the NSP2 Consortium Funding Agreement, as amended, between Trustor, as Subgrantee, and Beneficiary, as County, for the construction and completion of the Project, County Contract No. 02270-S-142867-0410/12\*347.

1.9. "**Covenants**" shall mean all of the terms, conditions, covenants, agreements, and obligations of Trustor under the NSP2 Agreement for the applicable Affordability Period set forth in the NSP2 Agreement (the "**Affordability Period**"). The Affordability Period shall remain in full force and effect regardless of any change(s) in ownership of the Property.

1.10. "**NSP2 Contribution**" shall mean the portion of the NSP2 Grant Funds which are contributed towards the Project.

2. **Parties.** This Master Deed of Trust is entered into by and among Trustor, Trustee and Beneficiary.

3. **Grant of Property.** Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the Property, together with leases, rents, issues, profits, or income therefrom (all of which are hereinafter called "**Property Income**"), subject to:

3.1. the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property Income as permitted under the NSP2 Agreement; and

3.2. current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

4. **Security.** The grant pursuant to Paragraph 3 above is for the purpose of securing:

4.1. performance of the Covenants;

4.2. the NSP2 Contribution, provided that the parties hereto acknowledge and agree Trustor has no obligation to repay the NSP2 Contribution to Beneficiary except as provided in this Deed of Trust; and

4.3. performance of each agreement of Trustor herein contained.

5. **Termination of Deed of Trust.** Notwithstanding any other provision of this Deed of Trust, this Deed of Trust shall terminate at the end of the Affordability Period as applicable to each Property covered by this Deed of Trust. After the expiration of the Affordability Period, Beneficiary will execute a release of this Deed of Trust as to the applicable Property within thirty (30) days after receiving a written request from Trustor.

6. **Obligations of Trustor to Protect Security.** To protect the security of this Deed of Trust, Trustor agrees:

6.1. to keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the Property in violations of law; and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

6.2. to provide, maintain, and deliver to Beneficiary, fire insurance satisfactory to Beneficiary and naming beneficiary as an additional insured. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

6.3. to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

6.4. to pay, before delinquent, all taxes and assessments affecting the Property; when due, all encumbrances, charges, and liens, with interest, on the Property or any



part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

**7. Right of Beneficiary or Trustee to Protect Security.**

7.1. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee are authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

7.2. Trustor shall pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the legal rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

7.3. As additional security, Trustor hereby gives to and confers upon Beneficiary, the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to an Event of Repayment as defined in paragraph 8 below, to collect and retain, to the extent allowed under the NSP2 Agreement, such property income as it becomes due and payable. Upon any such Event of Repayment, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

**8. Repayment of NSP2 Contribution.**

8.1. Trustor agrees that the NSP2 Contribution shall become immediately due and payable to County *only* upon the occurrence of any of the following (each of the following being an "**Event of Repayment**"):

8.1.1. a breach of the Covenants, federal regulations, and/or audit finding, provided that no such breach shall constitute an Event of Repayment until after the expiration of thirty (30) days after County shall deliver to Trustor a notice that such a breach has occurred, or such longer period of time as shall be reasonable under the circumstances, provided that Trustor shall commence the cure within such thirty (30) day period and thereafter diligently proceed to complete such cure ("**Cure Period**"); or

8.1.2. the commencement of a sale of the Property by a senior lienholder, either by Trustee's sale or by judicial foreclosure.

8.2. The obligation to repay the NSP2 Contribution shall cease if both (i) Trustor cures the Event of Repayment and (ii) no penalty is assessed by HUD or any other governmental entity as a result of the Event of Repayment, provided that the NSP2 Contribution shall again become immediately due and payable upon a subsequent Event of Repayment.

**9. Right to Sell Property.**

9.1. Upon the occurrence of an Event of Repayment, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold the Property under this Deed of Trust.

9.2. Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, the Property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

9.3. After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, including the County Contribution, with

accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. § 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

9.4. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosures of mortgages on real property. Beneficiary shall also have all other rights and remedies available hereunder and at law or in equity. All rights and remedies shall be cumulative.

10. **Injunctive Relief.** Trustor agrees that in the event of a breach or threatened breach of the Covenants, Beneficiary or Trustee may seek to enforce such obligations and may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach, and Trustor hereby consents to an order permanently enjoining Trustor from violating the Covenants during the term of this Deed of Trust. However, no specification in this Deed of Trust of a specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of a provision of this Deed of Trust.

11. **Subordinate Lien.** The lien of this Deed of Trust may be subordinated, at the option of County, to other liens, if County determines such subordination will not undermine the objectives of the NSP2 program.

12. **Miscellaneous.**

12.1. **Successor Trustee.** Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

12.2. **Binding Agreement.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

12.3. **Duties of Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

12.4. **Request for Notice by Trustor.** The undersigned Trustor requests that a

copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

12.5. Notices. All notices to be delivered under this Deed of Trust shall be by first class mail, registered mail or certified mail, postage prepaid, and delivered to the address set forth in this Deed of Trust, unless written notice of a change of address has been delivered.

The Parties have executed this Master Performance Deed of Trust on the dates set forth below.

**TRUSTOR: Southern Arizona Land Trust, Inc., an Arizona nonprofit corporation:**

  
Signature

10/12/12  
Date

Cecilia Cruz  
Print Name

President  
Its

State of Arizona )

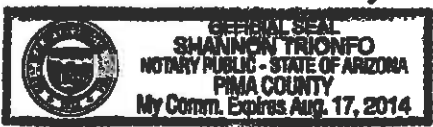
) ss.

County of Pima )


Acknowledged before me this 12<sup>th</sup> day of October, 2012 by Cecilia Cruz, President of Southern Arizona Landtrust, Inc., an Arizona nonprofit corporation.

  
Notary Public

My Commission Expires: August 17, 2014

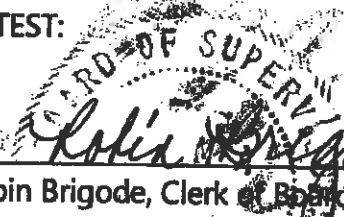



**BENEFICIARY: Pima County, a body politic and corporate of the State of Arizona:**

  
\_\_\_\_\_  
Ramón Valadez, Chairman, Board of Supervisors

AUG 07 2012  
Date

ATTEST:

  
  
\_\_\_\_\_  
Robin Brigode, Clerk of Board

AUG 07 2012  
Date

State of Arizona )  
                                  ) ss.  
County of Pima    )

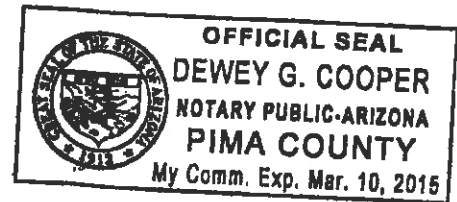
Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by Ramón Valadez, as Chairman of the Board of Supervisors of Pima County, a body politic and corporate of the State of Arizona, on behalf of the County.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: MARCH 10 - 2015

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Margaret Kish, Director, Pima County Community Development and Neighborhood Conservation Dept.



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Neil J. Konigsberg, Deputy County Attorney, Civil Division

**EXHIBIT A**

APN 138-21-3330

Lot 2, of Desert Vista, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 58 of Maps, page 43

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APN 138-29-4330

Lot 307 of Mission West, a subdivision of Pima County, Arizona, according to the map or plat of record in the office of the County Recorder in Book 33 of Maps and Plats at Page 93

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APN 138-19-1370

Lot 3 in Block B of the resubdivision of Lot 11 and 22 of Elstone Subdivision, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, in Book 12 of Maps and Plats, at page 17 thereof

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APN 119-22-1260

Lot 309 of Enchanted Hills, a subdivision of Pima County, Arizona, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 15 of Maps and Plats at Page 42 thereof

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APN 138-27-3750

Lot 202, of Mission Ridge, a subdivision of Pima County, Arizona, according to the map of plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 33 of Maps and Plats at Page 19 thereof; and as amended by Declaration of Scrivener's Error recorded in Docket Book 6399 at Page 894 and recorded in Docket 8401 at Page 1493

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APN 138-15-0830

Lot 52, of Hacienda Del Sol, according to the plat thereof, as recorded in Plat Book 55, Page 88, of the Public Records of Pima County, Arizona

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APN 137-31-1940

Lot 41 of Oakbrook Villas at Midvale Park, a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 37 of Maps and Plats at Page 15 thereof

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**APN 138-27-328A**

All of those portions of Lots 155 and 149 of Mission Ridge, a subdivision of Pima County, Arizona according to the map or plat thereof of records in the office of the County Recorder of Pima County, Arizona, in Book 33 of Maps and Plat at Page 19 thereof; and as amended by Declaration Scrivener's Error recorded in Docket 6399 at Page 894 and in Docket at Page 14 more particularly described as follows: Commencing at the Northwesterly corner of Lot 155, said point being the true point of beginning; run thence South 86 degrees 55 minutes 06 seconds East, along the Northerly line of Lot 155, 102.00 feet to the Northeast corner of lot 155; thence South 03 degrees 04 minutes 54 seconds West, 72.00 feet to the Southwest corner of Lot 155; thence South 89 degrees 48 minutes 19 seconds West, along the Southerly line of Lot 155, 14.05 feet to a point of curvature; thence Westerly along the Southerly line of Lot 155 and the Westerly extension thereof, around a curve to the right whose radius is 590.00 feet, 106.07 feet; then North 00 degrees 37 minutes 59 seconds West, 69.50 feet; thence South 86 degrees 55 minutes 06 seconds East, 22.40 feet to the true point of beginning

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**APN 138-29-2910**

Lot 165 of Mission West according to the map recorded in Book 33 of Maps, Page 93, records of Pima County, Arizona. Except all coal and other minerals as reserved in the patent from the United States of America.

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**APN 138-27-3590**

Lot 186, of Mission Ridge, as shown by subdivision map recorded in Book 33 of Mpas at Page 19 and Declaration of Scrivener's Error recorded in Docket 6399, Page 894, and in docket 8401, Page 1493, records of Pima County, Arizona. Except all coal and other minerals as reserved in the patent from the United States of America.

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**APN 138-22-0600**

Lot 25, of Las Montanas, according to the plat of record in the office of the County Recorder of Pima County, Arizona in Book 47 of Maps, Page 100

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**APN 138-27-4050**

Lot 232 of Mission Ridge, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 33 of Maps and Plat at page 19 thereof; and as amended by Declaration of Scrivener's Error recorded in Docket 6399 at Page 894 and in Docket at Page 1493

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**APN 129-07-0640**

Lot 58 of Casa De Kino, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 53 of Maps and Plats at Page 14 thereof

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**APN 140-40-0900**

Lot 20 of Empire Vista, a subdivision of Pima County, Arizona, according to the map or plat thereof or record in the office of the County Recorder of Pima County, Arizona, in Book 59 of Maps and Plats at Page 92 thereof

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APN 140-39-0740

Lot 22 of Valstate, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 55 of Maps, Page 51

APN 138-35-7700

Lot 73 of Presidio Ridge, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 59 of Maps, Page 73

APN 140-21-3090

Lot 66, of Arroyo Vista, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 56 of Maps, Page 57

APN 140-37-6950

Lot 212, of Julian Ranch West, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 56 of Maps, Page 57

APN 140-29-5260

Lot 325, of Tierra Vista Subdivision Phase II, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 58 of Maps, Page 77

APN 141-09-2170

Lot 136 of Vista Montana Estates, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 58 of Maps and Plats at Page 96 thereof; and as amended by Declaration of Scrivener's Error recorded in Docket 12773 at Page 5485

APN 140-56-3370

Lot 337, of Rancho Valencia, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 60 of Maps, Page 59

APN 137-27-3670

Lot 702, of Oaktree at Midvale, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 39 of Maps, Page 59

APN 137-32-2980

Lot 81 of Woodbridge at Midvale Park, a subdivision of Pima County, Arizona, according to the map or plat of record in the office of the County Recorder in Book 45 of Maps and Plats at Page 97

APN 137-29-4720

Lot 43 of Tres Rios, according to the map recorded in Book 58 of Maps, Page 7, records of Pima County, Arizona

APN 140-10-4220

Lot 75 of Rancho Reyes II, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 53 of Maps, Page 51 and Declaration of Scrivener's Error recorded in Docket 11437, Page 550



APN 141-09-2380

Lot 157 of Vista Montana Estates, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in book 58 of Maps and Plats at Page 96 thereof

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APN 137-29-1610

Lot 161, of Oak Tree at Midvale Park, according to the plat thereof, as recorded in Plat Book 35, Page 57, of the Public Records of Pima County, Arizona

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APN 137-11-5220

Lot 49, of Oakmore at Midvale, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 47 of Maps, Page 15

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APN 140-39-0720

Lot 20, of Valstate, a subdivision of Pima County, Arizona, according to the plat of record in the office of the County Recorder in Book 55 of Maps and Plats, Page 51

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APN 141-09-2400

Lot 159 Vista Montana Estates, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 58 of Maps and Plats at Page 96 thereof; and as Amended by Declaration of Scrivener's Error recorded in Docket 12773 at Page 5485

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APN 140-56-3140

Lot 314 of Rancho Valencia, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 60 of Maps, Page 17

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APN 120-01-1620

Lot 132, of Rancho Rio II, according to the plat thereof, as recorded in Plat Book 54, Page 7, of the Public Records of Pima County, Arizona

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APN 138-15-021G

Beginning at a point in the West line of Missiondale Avenue, said point being North 00 25' 00" West, 60 feet from the Northeast corner of Lot 1 of Valencia Subdivision. According to map recorded in Book 4 of Maps at Page 40, Pima County, Arizona; thence Westerly and parallel with the centerline of Elvira Road, 75 feet to a point; thence North 00 25' 00" West, 118 feet to a point; thence Easterly and parallel with the centerline of Elvira Road, 75 feet to a point on the Westerly right of way of Missiondale Avenue; thence South 00 25' 00" East, along the Westerly right of way of Missiondale Avenue, 118 feet to the true point of beginning; except that portion dedicated, according to the map recorded in Book 26 of Maps at Page 70, Pima County, Arizona

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APN 138-18-185A

Lot 87 and 88, in Resubdivision of Blocks 6 and 7, of Mitchell Addition, Pima County, Arizona, according to the Map or Plat thereof record in the office of the County Recorder of Pima County, Arizona, recorded in Book 13 of Maps and Plats at Page 4 thereof

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APN 138-05-0560

Lot 9, Block 19, Mission Manor No. 4, according to Book 9 of Maps and Plats, Page 97, records of Pima County, Arizona

APN 138-23-2730

Lot 73 of Los Reales Heights, a subdivision of Pima County, Arizona, according to the plat of record in the office of the County Recorder in Book 22 of Maps and Plats, Page 3

APN 119-22-394B

The Southerly 31.34 feet of the Northerly 68.01 feet of Lot 9 of the Resubdivision of Blocks 1 and 2, of Enchanted Hills a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 16 of Maps and Plats at Page 91 thereof

APN 137-31-1960

Lot 43 of Oakbrook Villas at Midvale Park, a subdivision of Pima County, Arizona, according to the plat of record in the office of the County Recorder in Book 37 of Maps and Plats, Page 15

APN 138-29-5020

Lot 4 of Mission View, Pima County, Arizona, according to the map of record in the office of the County Recorder, in Book 39 of Maps, Page 51. Except all coal and other minerals as reserved by the United States of America in Deed Book 137, Page 327

APN 138-25-1300

Lot 91, of Salida Del Sol, according to the map recorded in Book 22 of Maps, Page 99, records of Pima County, Arizona

APN 138-25-1170

Lot 78, of Salida Del Sol, according to the plat thereof, as recorded in Plat Book 22, Page 99, of the Public Records of Pima County, Arizona

APN 138-24-3130

Lot 22 of Valencia Place, according to the map recorded in Book 55 of Maps and Plats at Page 57, records of Pima County, Arizona; and thereafter by Declaration of Scrivener's Error recorded in Docket 11781 at Page 900 and in Docket 11939 at Page 282

APN 130-17-0770

Lot 26, in Block 9 of Alvernon Heights Addition, as shown by map recorded in Book 8 of Maps and Plats at Page 91, Pima County, Arizona

APN 138-06-0720

Lot 4, Block 23 of Mission Manor No. 5, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 9 of Maps and Plats, Page 125

APN 130-16-0180

Lot 18 of Carlita Village, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 13 of Maps and Plats at Page 2 thereof

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APN 138-13-2540

Lot 44 in Mission Heights No. 5, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 24 of Maps, Page 14

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APN 130-15-2670

Lot 11 in Block 12 of Resubdivision of Swan Park Addition, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 15 of Maps and Plats at Page 15 thereof

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APN 120-06-1930

Lot 11 and 12, in Block 14 of Amended Government Heights No. 2 Subdivision, a subdivision of Pima County, Arizona according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 5 of Maps and Plats at Page 65 thereof

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APN 132-08-002C

Parcel A of the record of survey recorded in Book 12 of Surveys, Page 57, and being a portion of the North Half of Section 29, Township 14 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona

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APN 138-10-006B

Lot 3, Unit 1, Emery Park "Judge Emery's Poultry Colony", according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 5 of Maps, Page 3. Except the West 240 feet thereof

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APN 129-13-2540

Lot 8 in Block 20 of Grand View Addition to the City of Tucson, Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 2 of Maps and Plats at Page 39 thereof

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APN 129-13-2530

Lot 7, Block 20, of Grand View Addition, a subdivision of Pima County, Arizona according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 2 of Maps and Plats at Page 39 thereof

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APN 141-31-1410

Lot 46 of Sycamore Park Village, a subdivision of Pima County, Arizona according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 59 of Maps and Plats at Page 82 thereof

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