

COB - BOSAIR FORM

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



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

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

Award Type: Agenda Item

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 12/16/2025

Project Title / Description: P24FP00016 - VERANO, SECTION 10, BLOCK 1, PARCEL I, LOTS 1-78 COMMON AREA 'A', 'C', 'D', AND 'E'

Agenda Item Report

Introduction / Background: FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY RE-SUBDIVIDED PROPERTY.

Discussion: N/A

Conclusion: N/A

Recommendation: STAFF RECOMMENDS APPROVAL

Fiscal Impact: N/A

Support of Prosperity Initiative: 1. Increase Housing Mobility and Opportunity

Provide information that explains how this activity supports the selected Prosperity Initiative APPROVING THIS PLAT PROVIDES 78 UNITS OF ADDITIONAL HOUSING WITHIN PIMA COUNTY.

Board of Supervisor District: • 2

Department: DEVELOPMENT SERVICES

Name: Thomas Drzazgowski


Telephone: 5207246490

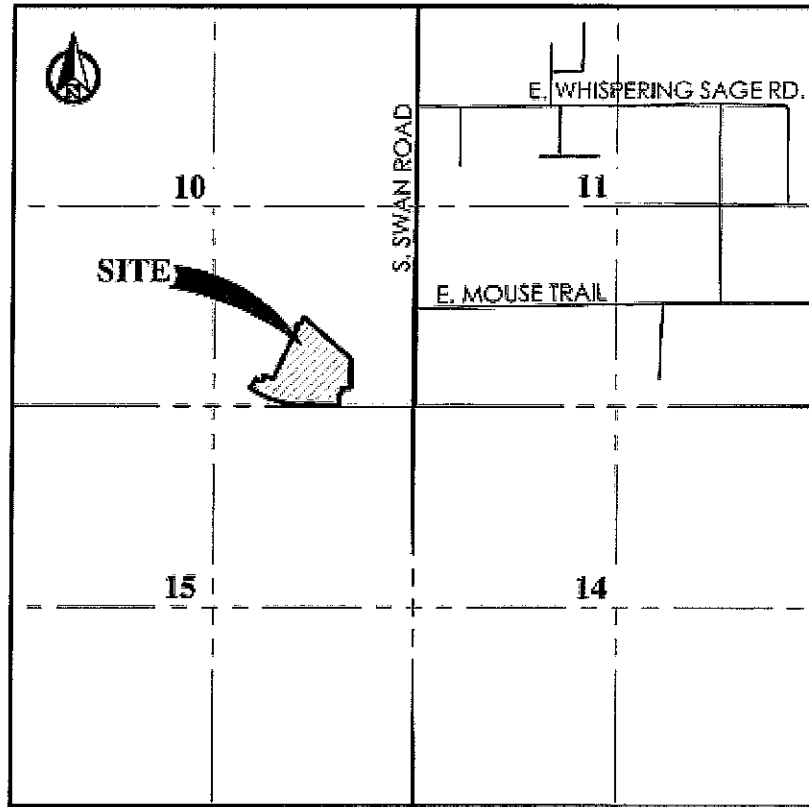
Department Director Signature: _____

Date: 11/25/25

Deputy County Administrator Signature: _____

Date: 11/20/2025

County Administrator Signature:  Date: 11/24/2025



VICINITY MAP

N.T.S.

PORTION OF THE SE 1/4 OF SEC. 10, T16S, R14E.
GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

P24FP00016

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

**LOTS 1-78, COMMON AREA 'A' (OPEN SPACE),
COMMON AREA 'C' (OPEN SPACE & TRAIL),
COMMON AREA 'D' (RECREATIONAL OPEN SPACE)
AND COMMON AREA 'E' (OPEN SPACE & PRIVATE
DRAINAGE, & TRAIL).**

FINAL PLAT

OF
"VERANO, SECTION 10, BLOCK 1, PARCEL 1"
 1.075, COMMON AREA "W" (OPEN SPACE & TRAIL), COMMON AREA "Y" (RECREATIONAL OPEN SPACE)
 AND COMMON AREA "E" (OPEN SPACE & PRIVATE DRAINAGE, & TRAIL).
 BEING A RE-PLAT OF BLOCK 1, PARCEL 1 OF THE "VERANO, SECTION 10, FINAL BLOCK PLAT"
 AS RECORDED IN SEQUENCE NO. 20251270445, PIMA COUNTY RECORDS,
 SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 14 EAST
 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

ASSURANCES:

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 2304,
 AS RECORDED IN SEQUENCE NO. 20251270445, HAS BEEN PROVIDED TO
 GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE
 CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

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

ATTEST:

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

BY: _____
 CLERK, BOARD OF SUPERVISORS DATE _____

DEDICATION:

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

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

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

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

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

COMMON AREAS "A-1", "C-1", "D-1", "E-1", AND "E-2", (AS SHOWN IN THE "COMMON AREA SUMMARY
 TABLE" PROVIDED HEREON ON PAGE 2 OF THIS FINAL PLAT), ARE HEREBY DECLARED AS COMMON
 AREAS FOR THE USE AND BENEFIT OF THE VERANO COMMUNITY ASSOCIATION, INC., AS MORE
 FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
 ASSESSMENTS, CHARGES, SERVICEDUES, USES, RESERVATION AND EASEMENTS FOR VERANO,
 RECORDED IN SEQUENCE NUMBER 20251270445, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS
 ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND VALUATION
 TAXES AND LIABILITY FOR THE COMMON AREAS AND PRIVATE EASEMENTS, WITHIN THE
 SUBDIVISION.

TITLE 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 NUMBER 20251270445, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS
 ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND VALUATION
 TAXES AND LIABILITY FOR THE COMMON AREAS AND PRIVATE EASEMENTS, WITHIN THE
 SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY
 COMPANY, AS TRUSTEE UNDER TRUST NO. 2304, AND NOT OTHERWISE

BY: _____
 TRUST OFFICER DATE 11/5/2025

ACKNOWLEDGEMENT

STATE OF ARIZONA

_____, PIMA COUNTY
 appeared before me, _____, on this _____ day of _____, 20____, before me personally
 appeared _____, who acknowledged to be the TRUST
 OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA
 LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE
 FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN.

NOTARY PUBLIC
 MY COMMISSION EXPIRES 10/13/2026



BENEFICIARY

FURTHER TO SECTION 33-404, ARE, THE NAME AND ADDRESS OF THE BENEFICIARY
 OF SAID TRUST IS: SBH VERANO LP, AN ARIZONA LIMITED PARTNERSHIP, 6720 N.
 SCOTTSDALE ROAD, SUITE 250, SCOTTSDALE, AZ 85263, UNDER TRUST NO. 2004

RECORDING:

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

PIMA COUNTY RECORDS

GABRIELLA CAZARES-RELY, PIMA COUNTY RECORDER

BY: _____
 DEPUTY DATE _____

VERANO COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION GREGORY MOHL, FULLY ELECTED PRESIDENT OF THE VERANO
 COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION,
 ACKNOWLEDGES THE RESPONSIBILITIES DEICATED HEREON.

VERANO COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____
 GREGORY MOHL, PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA

PIMA COUNTY
 ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY
 APPEARED GREGORY MOHL, WHO ACKNOWLEDGED TO BE THE PRESIDENT OF
 VERANO COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION,
 AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR
 THE PURPOSE THEREIN.

NOTARY PUBLIC
 MY COMMISSION EXPIRES 10/17/2026

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 20,177 ACRES (878,927 SQ. FT.).
2. ALL PROPOSED STREETS ARE TO BE PUBLIC. TOTAL MILES OF NEW PUBLIC STREETS IS 0.66 MILES.
3. ALL NEW PUBLIC STREET WILL BE DESIGNED IN CONFORMANCE WITH THE LATEST VERSION OF THE PIMA COUNTY
 SUBDIVISION AND DEVELOPMENT STREET STANDARDS, PIMA COUNTY ROADWAY DESIGN MANUAL, AND THE SWAN
 SOUTHLANDS CONDITIONAL PLAN REQUIREMENTS.
4. THE WATER COMPANY THAT WILL SERVE THE SUBDIVISION IS GLOBAL WATER - SAOUIQARO DISTRICT WATER COMPANY, INC.
5. NO REGULATED RIPARIAN HABITAT AREAS ARE WITHIN THE BOUNDARY OF THIS PLAT.
6. ALL LOT CORNERS AND RIGHT-OF-WAY PLS WILL BE SET WITH A 1/2" IRON ROD STAMPED BEARING THE REGISTRATION
 NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT THE COMPLETION OF GRADING.
7. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

PERMITTING NOTES

1. ZONING FOR THIS DEVELOPMENT IS SWAN SOUTHLANDS SPECIFIC CONDITIONAL PLAN SP/MU & SP/CRS.
2. GROSS DENSITY IS 3.67 RAC (78 LOTS/20,177 ACRES = 3.67).
3. GROSS SUBDIVISION PLAT AREA (SQ. FT.) / PROPOSED NUMBER OF RESIDENTIAL LOTS = THE AVERAGE AREA PER
 DWELLING UNIT (878,927 SQ. FT. / 78 LOTS = 11,268 SQ. FT.).
4. DEVELOPMENT STANDARDS FOR SP/MU
 - 1.1. AVERAGE AREA LOT SIZE = 1,000 SQ. FT.
 - 1.2. BUILDING HEIGHT - STORIES/FEET = 4 / 40
 - 1.3. MINIMUM YARD SETBACKS - FRONT = 20 FEET, SIDE = 7 FEET, STREET SIDE = 10 FEET, REAR = 10 FEET.
 - 1.4. DISTANCE BETWEEN BUILDINGS = 10 FEET.
 - 1.5. MAXIMUM LOT COVERAGE = 70%
5. DEVELOPMENT STANDARDS FOR SP/CRS
 - 5.1. AVERAGE AREA LOT SIZE = 3,000 SQ. FT.
 - 5.2. MINIMUM AREA LOT SIZE = 2,000 SQ. FT.
 - 5.3. MINIMUM LOT WIDTH = 40 FEET
 - 5.4. BUILDING HEIGHT - STORIES/FEET = 2 / 34
 - 5.5. MINIMUM YARD SETBACKS - FRONT = 10 FEET, SIDE = 0 FEET, TOTAL SIDE = 6 FEET, STREET SIDE = 10 FEET, REAR = 10
 FEET.
 - 5.6. DISTANCE BETWEEN BUILDINGS = 10 FEET.
 - 5.7. MAXIMUM LOT COVERAGE = 60%.
6. SETBACKS FOR CORNER LOTS ARE EQUAL TO THE SIGHT VISIBILITY TRIANGLE OR THE ZONING DESIGNATION SETBACKS,
 WHICHEVER ARE GREATER.
7. THIS PLAT IS SUBJECT TO THE SECOND AMENDED AND RE-STATED DECLARATION OF COVENANTS, CONDITIONS, AND
 RESTRICTIONS FOR VERANO RECORDED IN SEQUENCE NUMBER 20251270445 WITH THE PIMA COUNTY RECORDS
 OFFICE.
8. THIS SUBDIVISION IS SUBJECT TO THE BOARD OF SUPERVISORS REOPENING CONDITIONS AS FOUND IN CASE NUMBER
 C00204-001 AS APPROVED ON DECEMBER 7, 2004 AND AMENDED ON JUNE 15, 2010 AND DECEMBER 13, 2016. THE
 FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS: "12. NO BUILDING PERMITS WITHIN A SECTION
 OF LAND SHALL BE ISSUED UNLESS ALL APPLICABLE SPECIFIC PLANNING REQUIREMENTS THAT SECTION OF LAND, OR PARCEL
 ACCORDING TO THE EXCEPTION SPECIFIED IN SECTION 10.7.2 OF THE SPECIFIC PLAN, ARE SATISFIED AND THE
 PLANNING OFFICIAL ISSUES A CERTIFICATE OF REOPENING COMPLIANCE."
9. PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS, A DISTRICT AS-BUILT CERTIFICATION FORM SHALL BE COMPLETED BY
 A PROFESSIONAL CIVIL ENGINEER REGISTERED IN THE STATE OF ARIZONA FOR ALL DETENTION BASINS INCLUDING THEIR
 RESPECTIVE DRAINAGE CONVEYANCES AND GRADING REQUIRED TO CONVEY STORMWATER TO THE BASINS.
10. THE RECREATION AREA AMENITIES WITHIN THE INDIVIDUAL TENTATIVE BLOCK PLATS MUST BE FULLY CONSTRUCTED WITHIN
 70% OF THE LOTS HAVE BEEN RELEASED. ADDITIONALLY, AT 75% RELEASE OF ASSURANCES FOR THE TOTAL NUMBER OF
 LOTS (2004) IN THE VERANO MASTER PLANNED COMMUNITY, THE COMMUNITY PARK APPROVED UNDER P225FP00006
 MUST BE FULLY CONSTRUCTED.

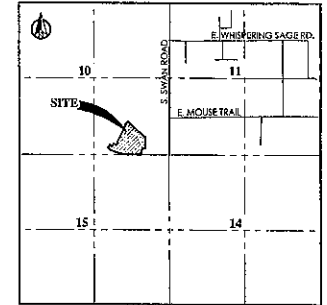
OWNER/DEVELOPER:

SBH VERANO LP

6720 N Scottsdale Road Suite 250

Scottsdale, Arizona 85253

ATTN: Bob Bamberg



VICINITY MAP

N.T.S.
 PORTION OF THIS SE 1/4 OF SEC. 10, T16S, R14E,
 GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

CERTIFICATION OF ENGINEERING:

I, WARREN C. RUSSELL, HEREBY CERTIFY THAT THE GEOMETRIC DESIGN,
 FLOODPLAIN LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON
 THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

BY: WARREN C. RUSSELL, R.P.E., #37620

GARCIA

44 E BROADWAY BLVD, SUITE 200-C

TUCSON, ARIZONA 85701

(520)-347-1074

NOTE:

A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR
 "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING
 THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE,
 EXPRESS OR IMPLIED.

CERTIFICATION OF SURVEY:

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

BY: PATRICIA GARCIA, R.L.S., #46278

ALTA ENVIRONMENTAL

& INFRASTRUCTURE

2025 W RUTHAUFF RD., STE. 125

TUCSON, ARIZONA 85705

(520) 398-6651

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND
 SURVEYOR IN THE STATE OF ARIZONA. DO HEREBY DECLARE THAT THE
 INTERIOR GEOMETRY AND EASEMENTS, WERE THOROUGHLY REVIEWED AND
 PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH
 THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.

BY: JOHN N. ROGERS, R.L.S., #54392

GARCIA

44 E BROADWAY BLVD, SUITE 200-C

TUCSON, ARIZONA 85701

(520)-347-1074

NOTE:

A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR
 "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING
 THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE,
 EXPRESS OR IMPLIED.

P24FP00016 P23TP00007

September 2025

PREPARED BY:



SURVEYED BY:



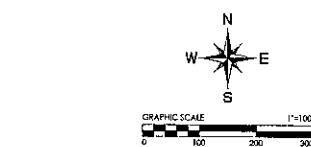
SHEET 1 OF 4

PARCEL I CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	25.00	39.38	90°15'10"	N44°53'40"W
C2	25.00	39.16	89°44'50"	S45°06'20"W
C3	62.50	166.74	15°52'22"	N71°57'15"E
C4	54.33	10.39	10°48'47"	N00°56'05"E
C5	25.00	41.75	95°40'55"	N33°31'27"E
C6	277.50	68.56	1°41'43"	N20°33'44"E
C7	62.50	88.14	80°46'05"	S28°45'08"W
C8	300.00	104.32	1°15'52"	N21°24'11"E
C9	300.00	255.87	48°52'00"	N34°12'05"W
C10	300.00	68.36	1°03'31"	N63°42'09"E
C11	600.00	258.99	2°43'54"	N77°24'08"W
C12	600.00	129.49	2°43'54"	S12°35'52"W
C13	300.00	65.85	1°02'46"	N33°09'52"E
C14	25.00	30.53	88°59'52"	N44°16'01"W
C15	25.00	39.76	91°10'28"	N45°49'09"E
C16	25.00	39.27	90°00'00"	S44°48'05"E

PARCEL I CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C17	25.00	39.27	90°00'00"	S45°13'55"W
C18	62.50	238.33	23°46'39"	S78°52'38"E
C19	677.50	237.44	23°33'26"	S78°48'54"E
C20	64.50	36.31	32°15'08"	N01°04'53"W
C21	25.00	39.27	90°00'00"	S20°02'11"E
C22	52.50	141.48	15°42'43"	S20°02'12"E
C23	64.50	36.25	32°11'21"	N41°03'56"E
C24	25.00	39.27	90°00'00"	S49°57'49"W
C25	25.00	39.27	90°00'00"	S20°02'11"E
C26	277.50	54.68	11°17'22"	S30°36'30"W
C27	32.50	71.42	12°41'21"	S31°15'30"W
C28	25.00	41.30	95°06'44"	S83°48'33"W
C29	25.00	37.85	88°17'18"	N05°02'37"W
C30	25.00	37.43	89°52'28"	S05°41'51"E
C31	322.50	88.92	15°47'55"	N29°20'23"E
C32	25.00	39.27	90°00'00"	N88°21'55"E

PARCEL I CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C33	25.00	39.27	90°00'00"	S03°38'05"E
C34	322.50	275.04	48°02'00"	N24°12'05"W
C35	277.50	236.48	40°52'00"	N24°12'05"W
C36	64.50	36.25	32°12'18"	S15°52'13"E
C37	25.00	34.01	79°46'39"	N40°07'15"E
C38	52.50	132.39	144°26'18"	N10°14'49"E
C39	64.50	31.05	27°34'39"	N61°19'22"W
C40	322.50	30.68	9°20'37"	N87°33'37"E
C41	277.50	49.51	10°13'21"	N89°07'15"E
C42	277.50	87.35	18°02'05"	N09°14'57"E
C43	322.50	138.88	24°40'23"	S12°04'02"W
C44	64.50	42.28	57°32'24"	S37°02'12"W
C45	25.00	39.34	89°56'29"	N20°03'57"W
C46	52.50	140.34	15°02'00"	N20°43'01"W
C47	64.50	36.25	32°12'15"	S81°08'19"E

PARCEL I LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°41'54"W	45.00
L2	S89°58'45"W	24.47
L3	N46°28'05"W	34.08
L4	N41°21'55"E	45.00
L5	N21°26'28"E	29.65
L6	N21°26'28"E	18.90
L7	N41°21'55"E	22.50
L8	N41°21'55"E	23.00
L9	N81°17'51"W	15.53
L10	N77°10'24"E	25.18
L11	N89°57'49"E	16.97
L12	S46°57'49"W	16.97
L13	N45°02'11"W	27.43
L14	N21°26'28"E	10.74
L15	S24°57'49"W	35.00
L16	S24°57'49"W	3.60



- MONUMENT NOTES**
- FOUND 2" BRASS CAP SURVEY MONUMENT "LS 4765" EAST 1/4 CORNER SEC. 10, T16S, R14E.
 - FOUND 1/2" IRON ROD "LS 27739" BEARS N42°09'50"E - 0.85 NOT ACCEPTED - HELD CALC POSITION MEASURES 7.9 FROM MONUMENT NO. 9 SOUTHEAST CORNER SEC. 10, T16S, R14E.
 - FOUND 3" ALUMINUM CAPPED PIPE "LS 4785" SOUTHWEST CORNER SEC. 10, T16S, R14E.
 - FOUND 1/2" IRON ROD "LS 21781".

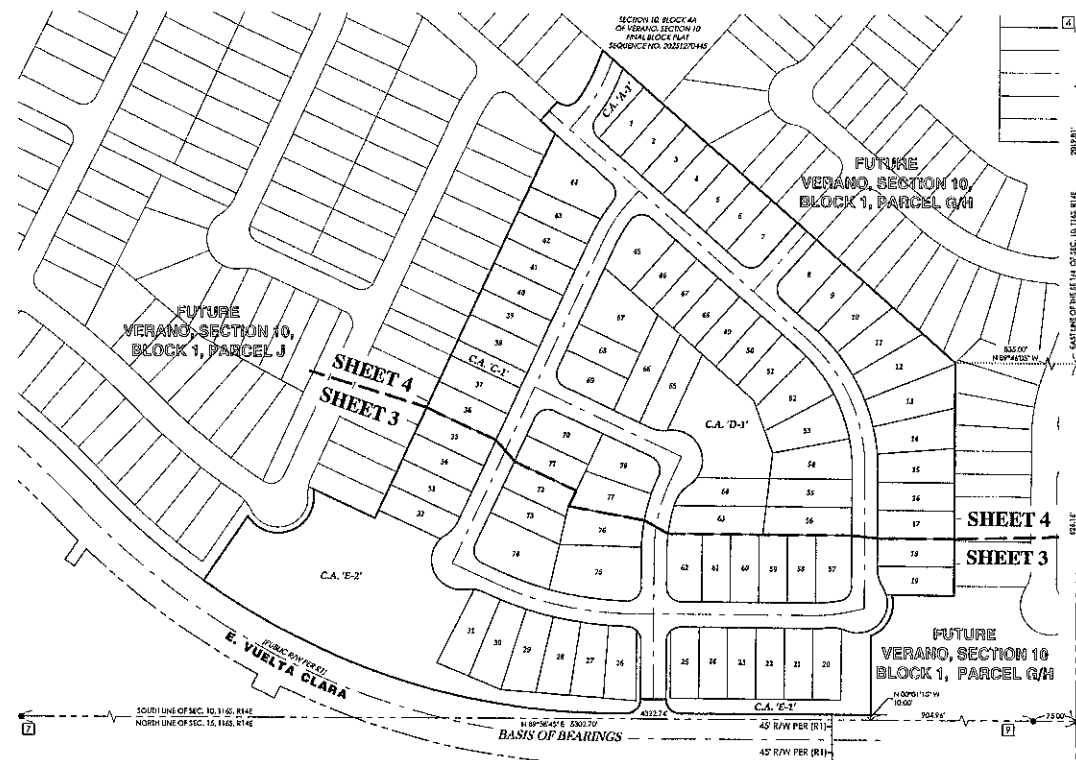
REFERENCES
(1) VERANO SECTION 10, FINAL BLOCK PLAT SEQUENCE NO. 2023120445

LEGEND	
⊙	FOUND MONUMENT AS NOTED
○	BOUNDARY CORNER TO BE SET BY SURVEYOR FOLLOWING COMPLETION OF CONSTRUCTION
●	7" BRASS CAP TO BE SET BY SURVEYOR AT COMPLETION OF PAVING IMPROVEMENTS AND STAMPE
*	DEMONSTRATES H. OF LINE
*	GENERAL LOCATION OF ACCESS
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
P.M.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICLE WITH ACCESS EASEMENT
DTI	DOCKING
PS	PAGE
---	ADJACENT LINE
---	RIGHT-OF-WAY LINE
---	ADJACENT LINE
---	SECTION LINE
---	EASEMENT LINE
---	CENTER LINE
---	MATCH LINE

COMMON AREA SUMMARY TABLE		
OPEN SPACE		
C.A. 'A'	3,922 SQ. FT.	0.090 AC.
C.A. 'A-1'	3,922 SQ. FT.	0.090 AC.
OPEN SPACE & TRAIL		
C.A. 'C'	4,019 SQ. FT.	0.092 AC.
C.A. 'C-1'	4,019 SQ. FT.	0.092 AC.
RECREATIONAL OPEN SPACE		
C.A. 'D'	2,547.3 SQ. FT.	0.589 AC.
C.A. 'D-1'	2,547.3 SQ. FT.	0.589 AC.
OPEN SPACE, PRIVATE DRAINAGE, & TRAIL		
C.A. 'E-1'	17,217 SQ. FT.	0.395 AC.
C.A. 'E-2'	103,079 SQ. FT.	2.356 AC.

BASIS OF BEARINGS
THE SOUTH LINE OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 14 EAST, SAID BEARING BEING S 89°58'45"W AS MEASURED BETWEEN MONUMENTS NUMBER 7 AND 9 SHOWN HEREIN AND DESCRIBED UNDER MONUMENT NOTES.

FLOODPLAIN
ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 040122001, DATED JUNE 15, 2011, THE PLAT IS LOCATED IN FLOOD INSURANCE ZONE 'X', DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

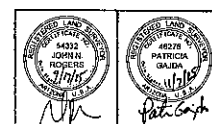


P24FP00016
P23TP00007

SHEET 2 OF 4

PREPARED BY:

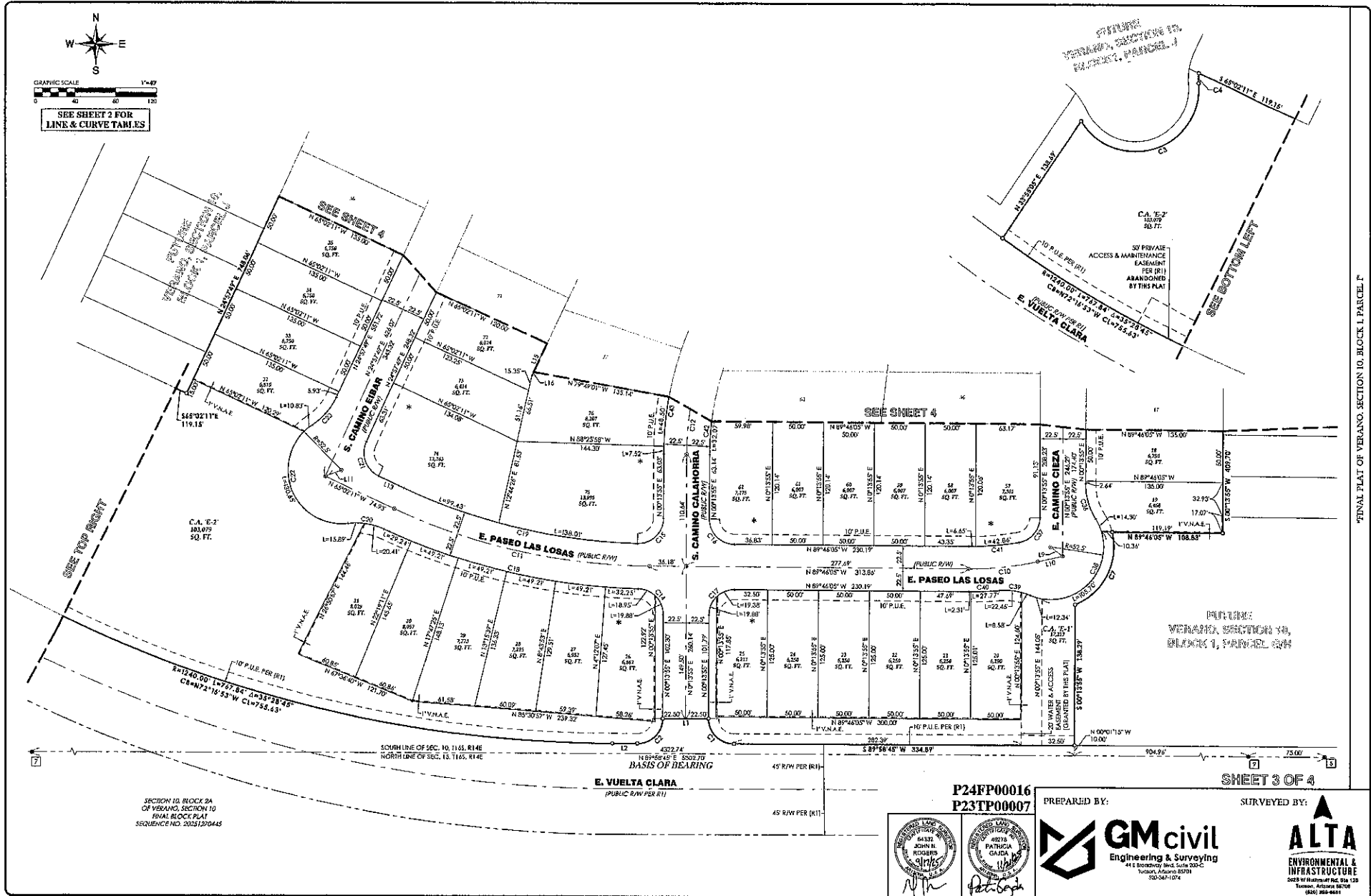
SURVEYED BY:



FINAL PLAT OF VERANO, SECTION 10, BLOCK 1, PARCEL 'I'



GRAPHIC SCALE
0 40 80 120
SEE SHEET 2 FOR
LINE & CURVE TABLES



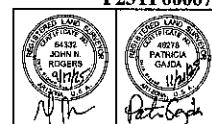
SECTION 10, BLOCK 2A
OF VERANO, SECTION 10,
RYAL BLOCK PLAT
SEQUENCE NO. 2023120445

E. VUELTA CLARA
(PUBLIC R/W PER R1)

P24FP00016
P23TP00007

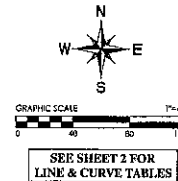
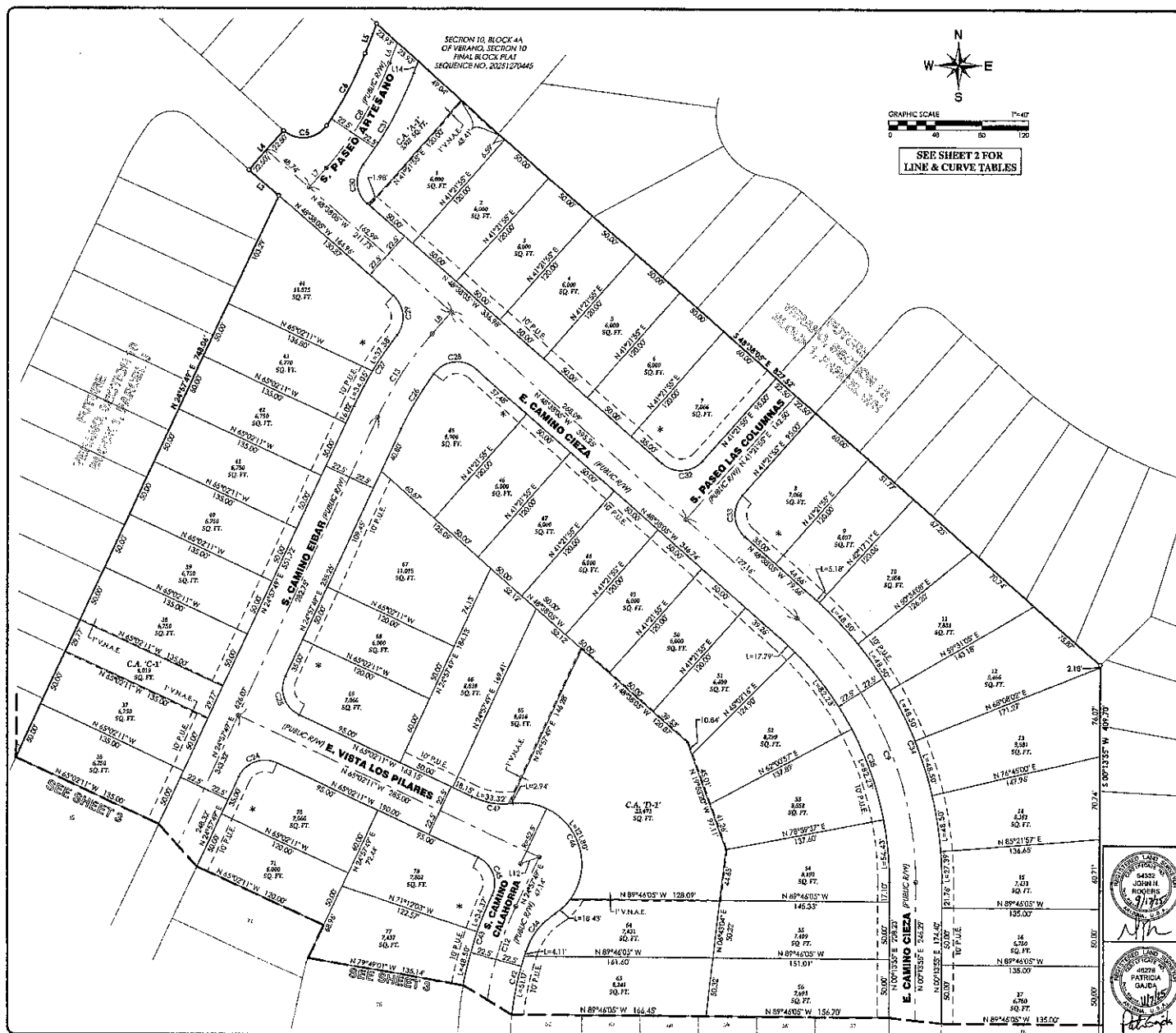
PREPARED BY:

SURVEYED BY:



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

W:\10544 - Verano\10544-FLAT\BNA BLOCK 1\BNA-FLAT\PARCEL 1 SHEET 3.DWG



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

W:\1994-2000\1994-2000-PLAT-FINAL-BLOCK 1-Parcel 1-Parcel 1-Sheet 4 of 4.dwg

P24FP00016
P23TP00007

SHEET 4 OF 4

PREPARED BY:

SURVEYED BY:

GMcivil
Engineering & Surveying
414 E. Highway 100, Suite 200-C
Tucson, Arizona 85703
520-367-1014

ALTA
ENVIRONMENTAL &
INFRASTRUCTURE
2028 W. McDowell Rd., Ste. 100
Tucson, Arizona 85703
(520) 291-0601

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS** (Third Party Trust)
[P24FP00016,P23TP00007]

THIS AGREEMENT is made and entered into by and between SBH Verano LP, an Arizona limited liability company or successors in interest ("Subdivider"), Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company ("Trustee"), as trustee under Trust No. 2304; and Pima County, Arizona ("County").

1. RECITALS

1.1. Subdivider is the beneficiary and Trustee is the trustee of a trust which owns land ("the Land") located in Pima County, Arizona and described in paragraph 2.1 of this agreement.

1.2. County, Subdivider and Trustee wish to establish specific terms, conditions, and guidelines relating to the subdivision of the Land and construction of related improvements to comply with A.R.S. § 11-821.

2. AGREEMENT

Based on the foregoing recitals, which are incorporated here as the intent of the parties, and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. *Property Description.* The Land is all of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as Final Plat of "Verano, Section 10, Block 1, Parcel I" Lots 1-78, Common Area "A" (Open Space), Common Area "C" (Open Space & Trail), Common Area "D" (Recreational Open Space) and Common Area "E" (Open Space & Private Drainage, & Trail)" recorded in Sequence number _____ on the _____ day of _____, 20____, in the Office of the Pima County Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PIMA COUNTY, ARIZONA

SUBDIVIDER: SBH Verano LP, an Arizona limited liability company

Chair, Board of Supervisors

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

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

ATTEST:

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

Clerk of the Board

By: _____
Name: Shaun Tessensohn
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 26th day of September, 2025, by Sean T. Walters, the Manager of AGS LLC, an Arizona limited liability company, the General Partner of SBH Verano LP ("Subdivider"), an Arizona limited partnership.

My Commission Expires:

3/14/2029

STATE OF ARIZONA)
County of Pima)

Julie M. King
Notary Public



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

Notary Public

My Commission Expires:

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

PIMA COUNTY, ARIZONA

SUBDIVIDER: SBH Verano LP, an Arizona limited liability company

Chair, Board of Supervisors

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

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

ATTEST:

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

Clerk of the Board

By: Shaun Tessensohn
Name: Shaun Tessensohn
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

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

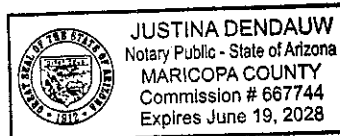
Notary Public

My Commission Expires:

STATE OF ARIZONA)
County of ~~Pima~~ MARICOPA)

The foregoing instrument was acknowledged before me this 24TH day of September, 2025, by Shaun Tessensohn, Trust Officer of Landmark Title Assurance Agency of Arizona, LLC ("Trustee"),
an Arizona limited liability company, as trustee under trust number 2304, only and not otherwise.

My Commission Expires:
June 19, 2028



Justin Dendauw
Notary Public