



## BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 8/2/2022

\*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

**\*Title:**

FINAL PLAT (P22FP00008) PONTATOC RANCH LOTS 1-10 COMMON AREA "A"

**\*Introduction/Background:**

FINAL PLAT PROCESS TO CREATE LEGALLY SUBDIVIDED PROPERTY

**\*Discussion:**

N/A

**\*Conclusion:**

N/A

**\*Recommendation:**

STAFF RECOMMENDS APPROVAL

**\*Fiscal Impact:**

N/A

**\*Board of Supervisor District:**

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ All

Department: DEVELOPMENT SERVICES

Telephone: 724-6490

Contact: THOMAS DRZAZGOWSKI

Telephone: 724-9522

Department Director Signature:

*Carol A. Blackwell*

Date:

7/7/22

Deputy County Administrator Signature:

*Co*

Date:

7/12/2022

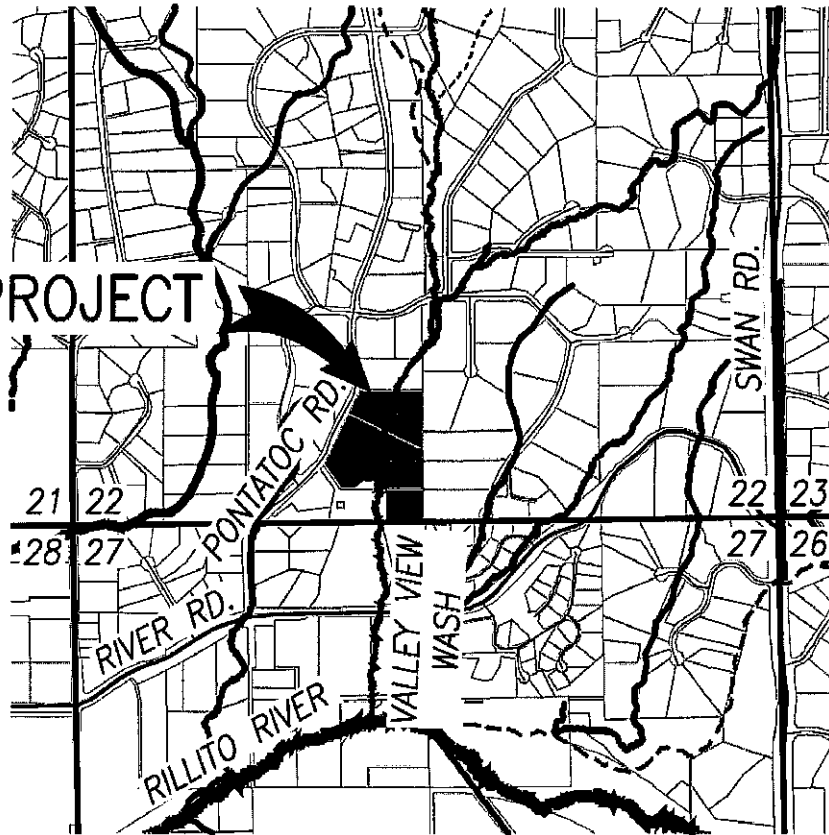
County Administrator Signature:

*Ru*

Date:

7/13/22

THIS PROJECT



P22FP00008

Pontatoc Ranch

Lots 1 – 10 & Common Area "A" (Private Streets)

## ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. TR503-244439 FROM PIONEER TITLE AGENCY INC., AN ARIZONA CORPORATION AS RECORDED IN SEQUENCE NO. \_\_\_\_\_ 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, MELISSA MANRIQUEZ, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CLERK, BOARD OF SUPERVISORS DATE

## RECORDING

STATE OF ARIZONA } S.S.:  
PIMA COUNTY }

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_\_, IN SEQUENCE NO. \_\_\_\_\_  
PIMA COUNTY RECORDS

COUNTY RECORDER

DATE

## ACKNOWLEDGEMENT

STATE OF ARIZONA ) S.S.:  
PIMA COUNTY )

ON THIS 30 DAY OF June, 2022, BEFORE ME PERSONALLY  
APPEARED Marlene Barden WHO ACKNOWLEDGED TO BE THE  
TRUST OFFICIAL OF Barrie Trust AND BEING AUTHORIZED SO  
TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 3-10-2005 Wette Jack  
NOTARY PUBLIC



**Grenier  
Engineering, Inc.**  
Professional Engineering Consultants

The first thing we design is your conference

THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL SEALED AND SIGNED BY  
 TEL: (506) 326-7082 FAX: (506) 326-7508

## DEDICATION

I/WE THE UNDERSIGNED, HEREBY WARRANT THAT I AM/WE ARE ALL AND THE ONLY (PARTY/PARTIES) HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE FLAT, AND I/WE, CONSENT TO THE SUBMISSION OF SAID LAND IN THE MANNER SHOWN HEREIN

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

THE 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 PLAN.

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

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 UNDER SEQUENCE NUMBER \_\_\_\_\_ IN THE OFFICE OF THE PINA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

TRUST:  
PIONEER TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST  
NO. TR503-24439

BY: McK 4/30/82  
Marjorie Buckner DATE  
 TITLE OFFICER  
 BENEFICIARY OF TRUST:  
 WESTERN INVESTMENT SERVICES UNITED PARTNERSHIP, L.L.P., AN ARIZONA LIMITED  
 LIABILITY CORPORATION  
 4042 N. PONTIAC ROAD  
 PHOENIX, AZ 85218

## GENERAL NOTES

1. THE GRASSY AREA OF THIS SUBDIVISION IS 504,085 S.F., 11.66 ACRES.
2. THE BEST USE OF BEARING FOR THIS SUBDIVISION IS NORTH AT 180°70".
3. THE BASIS OF BEARING FROM FIELD OBSERVATIONS BETWEEN MONUMENTS FOUND ON THE SOUTH LINE OF LOT 7 OF FORMERLY UPBURNS IN BLOCK 10 OF MAPS AND PLATS LIES AT PAGE 42. AS SHOWN, REWARD BEARING IS NORTH 64°45'25" WEST.
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0. TOTAL MILES OF NEW PRIVATE STREETS IS 0.23.
5. THIS SUBDIVISION LIES WITHIN THE TULSAWATER SERVICE AREA WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
6. THE TOTAL AMOUNT OF REGULATED RAINFALL HARBOR CANISTER IS 4.20 CANISTERS PER YEAR. THE TOTAL AMOUNT OF REGULATED RAINFALL HARBOR CANISTER BY THIS PROJECT IS 0.68 ACRES. APPROXIMATE INDIANT MIGRATION HAS BEEN ADDRESSED THROUGH AN IN-LEU FEE.
7. NATURAL RESOURCES PARK AND RECREATION IN-LEU FEE OF \$22,500 PER ACRE HAS BEEN PAID FOR THE ENTIRE SUBDIVISION. APPROXIMATELY 60% OF THE IN-LEU FEE HAS BEEN PAID FOR THE ENTIRE SUBDIVISION.

## PERMITTING NOTES

1. EXISTING ZONING IS CR-1.
2. GROSS DENSITY IS 1.17 RAC.
3. THERE SHALL BE NO FURTHER LOT SPLITTING OR SUBDIVIDING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.

## CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CONSPICUOUSLY SHOWN

TAYLOR J. WEBB  
SURVEYOR

52809  
R.T.S. NUMBER

CERTIFICATION OF ENGINEERING

VERIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

JASON RAY MORSE  
ENGINEER  
53209  
REGISTRATION NUMBER

## LEGEND

- NEW SUBDIVISION BOUNDARY  
 NEW LOT LINE  
 CENTER LINE / MONUMENT LINE  
 EASEMENT LINE  
 1/2" FEARS TRACED BY AN P.L.S. TO BE SET UPON COMPLETION OF CONSTRUCTION  
 FOUND CORNER, AS NOTED  
 GENERAL ACCESS LOCUTION  
 POST-DEVELOPED TOPOGRAPHY LIMITS  
 EROSION HAZARD SETBACK  
 REGULATED DEBRISH HABITAT (XEROPHYTUM CLASS C)  
 (R)

FINAL PLAT FOR  
PONTATOC RANCH  
LOTS 1 - 10, & COMMON AREA "A"  
(PRIVATE ROAD)

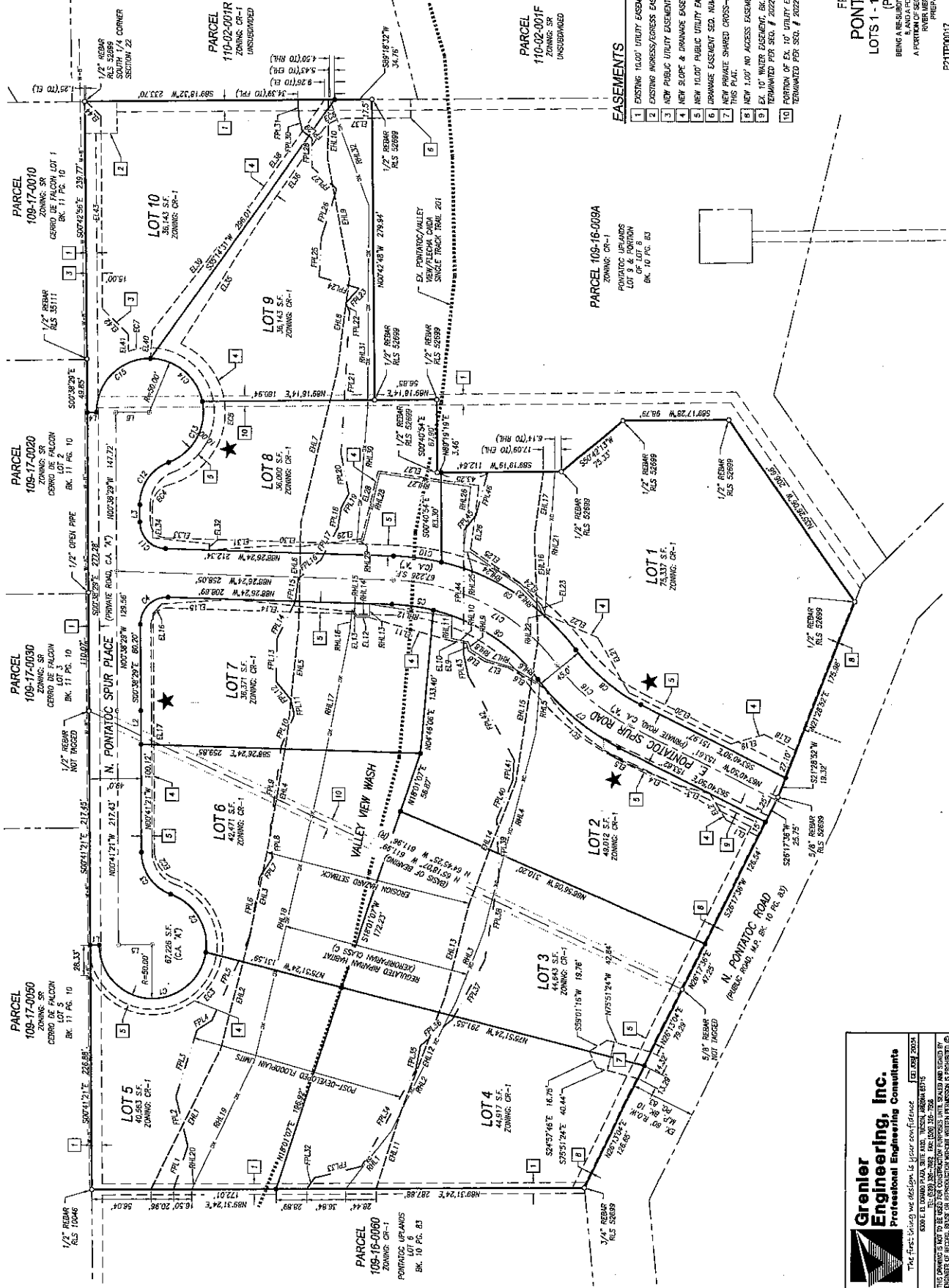
BEING A RE-SUBDIVISION OF PONTIAC UPLANDS LOTS 7,  
8, AND A PORTION OF 9 (M&P, BK. 10 PG. 83)  
A PORTION OF SECTION 22, T-13-S, R-14-E, GILA AND SALT  
RIVER MERIDIAN, PINA COUNTY, ARIZONA  
PREPARATION DATE: 11/13/2022

P21TF00017  
P21SC00071 CoX-XX-XX SHEET 1 OF 3

#0ES



SCALE 1"=40'



EASEMENTS

- 1 EXISTING 10.0' UTILITY EASEMENT, M.P. BK. 10, PG. 83
- 2 EXISTING INDESTRUCTIBLE EASEMENT, M.P. BK. 10, PG. 83
- 3 NEW PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT
- 4 NEW SLOPE AND DRAINAGE EASEMENT GRANTED BY THIS PLAT
- 5 NEW 10.0' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT
- 6 DRAINAGE EASEMENT SEE N.M.A. 2020047072
- 7 NEW PRIVATE SHARED CROSS-ACCESS EASEMENT GRANTED BY THIS PLAT
- 8 NEW 1.0' NO ACCESS EASEMENT GRANTED BY THIS PLAT
- 9 EX. 10' WATER EASEMENT, BK. 10, M.P. PG. 83
- 10 PORTION OF EX. 10' UTILITY EASEMENT, BK. 10, M.P. PG. 83
- 11 TERMINATED PER S.D. # 20221500462

FINAL PLAT FOR  
PONTATOC RANCH  
LOTS 1 - 10, & COMMON AREA "A"  
(PRIVATE ROAD)

BEING A RESUBDIVISION OF PONTATOC RANCH, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, & COMMON AREA "A", BEING A PORTION OF SECTION 22, T4S, R4E, B1A AND SALT RIVER MERIDIAN, PHOENIX COUNTY, ARIZONA  
PREPARATION DATE: 11/15/2022

P211P00017  
PHS000011  
C04-XX-XX  
SHEET 2 OF 3



**Grenier Engineering, Inc.**  
Professional Engineering Consultants

The firm hereby certifies that the design is its own work and that it is not a copy of any other work.

THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS IT IS SIGNED AND SEALED BY AN ENGINEER OF RECORD. REUSE OR REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED.

DATE: 11/15/2022  
BY: [Signature]  
FOR: [Signature]  
SCALE: 1"=40'

# LOT LINE & ROAD CENTER LINE

LINE #	DISTANCE	BEARING
L1	8.50'	S89°12'35"W
L2	37.22'	S54°12'17"E
L3	15.94'	N67°38'29"W
L4	8.50'	N89°21'31"E
L5	32.00'	S88°18'35"W
L6	32.00'	N69°21'31"E

CURVE #	RADIUS	LENGTH	DELTA
C1	50.00'	149.73'	171°34'46"
C2	50.00'	87.84'	77°44'01"
C3	42.00'	50.81'	89°18'47"
C4	25.00'	40.21'	92°12'05"
C5	177.50'	38.24'	12°20'43"
C6	177.50'	103.80'	25°37'24"
C7	222.50'	86.41'	25°57'24"
C8	222.50'	152.77'	38°20'20"
C9	222.50'	44.18'	11°22'38"
C10	25.00'	36.31'	87°47'35"
C11	25.00'	70.21'	80°28'57"
C12	42.00'	50.81'	89°18'47"
C13	50.00'	70.21'	80°28'57"
C14	50.00'	87.84'	77°18'36"
C15	50.00'	79.92'	91°35'14"
C16	200.00'	96.61'	25°57'24"
C17	200.00'	177.03'	50°42'58"

# EROSION HAZARD SETBACK

LINE #	DISTANCE	BEARING
ER1	14.87'	S25°53'33"W
ER2	105.04'	S14°07'28"W
ER3	88.87'	S11°26'48"W
ER4	103.34'	S9°28'32"W
ER5	102.40'	S9°46'50"W
ER6	95.61'	S25°14'37"W
ER7	147.18'	S13°19'40"W
ER8	86.16'	S7°16'35"W
ER9	111.66'	S10°51'26"E
ER10	55.27'	S2°59'03"W
ER11	74.93'	S17°00'11"W
ER12	113.08'	S20°11'39"W
ER13	90.13'	S13°58'13"W
ER14	121.42'	S20°43'30"W
ER15	132.34'	S2°38'44"W
ER16	88.36'	S21°10'27"E
ER17	59.09'	S7°41'50"W

LINE #	DISTANCE	BEARING
E1	33.81'	S55°40'59"E
E2	29.05'	S32°15'48"E
E3	23.32'	S75°18'54"E
E4	45.16'	S87°38'04"E
E5	22.21'	S55°40'59"E
E6	40.52'	S67°04'13"E
E7	22.52'	S75°28'51"E
E8	18.04'	S55°40'59"E
E9	7.42'	S1°01'35"E
E10	13.81'	S7°47'20"E
E11	78.94'	S7°47'20"E
E12	11.73'	S89°50'13"E
E13	6.77'	S39°05'46"E
E14	12.77'	S8°22'14"E
E15	65.75'	N69°03'41"E
E16	11.93'	N47°03'35"E
E17	218.63'	N07°40'15"W
E18	33.66'	S53°40'50"E
E19	32.87'	N74°18'39"E
E20	106.11'	S53°40'50"E
E21	99.40'	S30°58'27"E
E22	53.48'	S89°41'38"E
E23	9.64'	S27°17'50"E
E24	29.05'	S49°04'48"E
E25	55.64'	S55°33'42"E
E26	59.78'	S5°49'45"W
E27	92.97'	S97°54'16"E
E28	64.72'	N13°15'40"E
E29	37.53'	N62°33'52"E
E30	25.25'	S89°28'24"E
E31	60.35'	N65°51'24"E
E32	5.403'	S13°11'15"W
E33	52.83'	S94°25'10"E
E34	29.83'	S9°38'29"E
E35	136.62'	S32°12'55"W
E36	98.75'	S35°14'31"W
E37	24.15'	S89°16'32"W
E38	122.54'	N35°14'31"E
E39	144.72'	N37°35'26"E
E40	28.25'	N4°02'23"E
E41	15.88'	N07°38'29"W
E42	34.03'	N45°38'29"W
E43	178.20'	N04°25'35"W
E44	19.45'	S45°25'35"E

CURVE #	RADIUS	LENGTH	DELTA
EC1	185.78'	88.48'	27°17'17"
EC2	28.00'	34.64'	70°52'33"
EC3	65.00'	253.27'	23°00'46"
EC4	20.00'	26.36'	75°31'21"
EC5	70.00'	171.76'	142°35'10"
EC6	27.50'	25.95'	54°04'01"
EC7	60.00'	22.06'	21°04'07"

# REGULATED RIPARIAN HABITAT

LINE #	DISTANCE	BEARING
RH1	68.24'	S38°07'06"W
RH2	134.07'	S25°49'26"W
RH3	71.35'	S21°16'43"W
RH4	188.97'	S14°21'12"W
RH5	45.47'	S4°16'59"W
RH6	30.05'	S50°36'06"E
RH7	25.67'	S73°30'41"E
RH8	17.21'	S57°37'32"E
RH9	7.88'	S19°32'19"E
RH10	15.43'	S75°54'44"E
RH11	20.42'	S9°18'56"W
RH12	76.00'	S51°41'16"E
RH13	11.05'	N0°45'25"E
RH14	11.08'	S89°22'30"E
RH15	8.11'	S42°31'24"E
RH16	18.83'	N47°14'17"E
RH17	143.94'	N10°55'29"E
RH18	255.35'	N13°02'14"E
RH19	125.16'	N25°30'30"E
RH20	8.10'	N65°51'14"E
RH21	138.19'	S74°16'16"W
RH22	13.41'	N28°47'47"W
RH23	24.30'	N45°08'48"W
RH24	56.42'	N85°55'30"W
RH25	6.40'	N86°03'27"W
RH26	62.81'	N53°34'31"E
RH27	83.71'	N01°54'16"W
RH28	64.40'	S13°16'40"W
RH29	6.04'	S82°04'11"W
RH30	123.84'	N41°11'17"E
RH31	189.37'	N07°17'16"E
RH32	105.03'	N07°29'16"W

FINAL PLAT FOR  
PONTATOC RANCH  
LOTS 1-10, & COMMON AREA "A"  
(PRIVATE ROAD)  
BEING A RESUBDIVISION OF PONTATOC UPLANDS LOTS 1,  
2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 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**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)**  
P22FP00008

THIS AGREEMENT is made and entered into by and between Weston Investment Services Limited Partnership, L.L.P., an Arizona limited liability company or successors in interest ("Subdivider"), Pioneer Title Agency, Inc., an Arizona corporation ("Trustee"), as trustee under Trust No. TR503-244439; 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 Pontatoc Ranch Lots 1-10 & Common Area "A" recorded in Sequence number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Weston Investment Services Limited Partnership, L.L.P., an Arizona limited liability company

\_\_\_\_\_  
Chairman, Board of Supervisors

By: Blue Jay Management Services, Inc., an Arizona limited liability company

\_\_\_\_\_  
Its: General Partner

ATTEST:

By: Cloud L. Cray  
Cloud L. Cray

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Its: President

TRUSTEE: Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust No TR503-244439, and not in its corporate capacity

By: P. Schuman  
Its: Trust Officer

STATE OF ARIZONA )  
County of Pima )

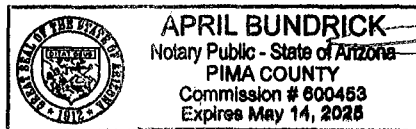
The foregoing instrument was acknowledged before me this 29 day of

June, 2022, by Cloud L. Cray of

Weston Investment Services Limited Partnership, L.L.P., an Arizona limited liability company  
("Subdivider"),

My Commission Expires:

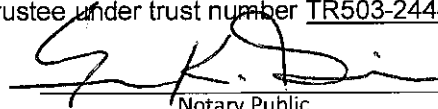
5.14.25



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

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2021, by ~~Ellen Gille~~ \* Rebecca Schueneman of Pioneer Title Agency, Inc. ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number TR503-244439.

  
Notary Public

My Commission Expires:

2/5/2023

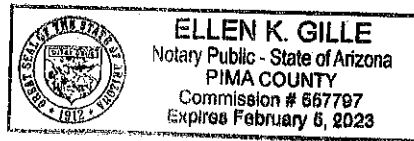


Exhibit A

Legal Description

PONTATOC RANCH LOTS 1-10 & COMMON AREA "A", being a re-subdivision of Pontatoc Uplands Lots 7, 8, and a portion of Lot 9 (M&P. BK. 10 PG. 83) a portion of Section 22, T0130S, R-14-E, Gila and Salt River Meridian, Pima County, Arizona, as recorded in the Pima County Recorder's Office on \_\_\_\_\_, 2022 at Sequence No. \_\_\_\_\_.