



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 9/20/2022

**= Mandatory, information must be provided*

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

***Title:**

Senita Crossing, Lots 1-63 and Common Area "A" (P22FP00012)

***Introduction/Background:**

Final Plat Process to create a 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: _____

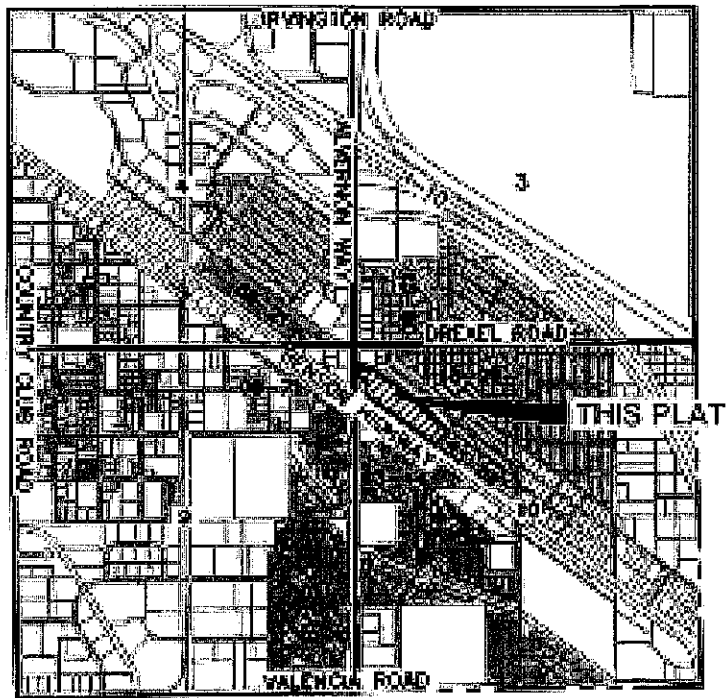
Date: 8/23/22

Deputy County Administrator Signature: _____

Date: 8/30/2022

County Administrator Signature: _____

Date: 8/21/2022



LOCATION MAP

LOCATED IN A PORTION OF SECTIONS 10
 TOWNSHIP 15 SOUTH, RANGE 14 EAST, GERM
 PIMA COUNTY, ARIZONA
 SCALE: 3" = 1 MILE



P22FP00012

Senita Crossing

Lots 1-63 and Common Area "A"

ASSURANCE

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 201827-T FROM TITLE SECURITY AGENCY OF AZ, LLC. 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

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 CORRECTLY SHOWN.

GENNY WALLACE MARTIN, R.L.S. ARIZONA REGISTRATION NO. 37933

CERTIFICATION OF ENGINEERING

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

KEVIN U. LETENDRE, P.E. ARIZONA REGISTRATION NO. 46896

RECORDING

STATE OF ARIZONA } S.S. PIMA COUNTY

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

GABRIELLA CÁZARES-KELLY COUNTY RECORDER 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, ASSIGNS, EMPLOYEES, 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, ROADS, PARKS, AND ALLEYS.

WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSES 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 THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE 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 NO. _____, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE DRAINAGEWAYS, AND PRIVATE EASEMENTS, WITHIN THIS SUBDIVISION.

BENEFICIARY

PURSUANT TO THE PROVISIONS OF A.R.S 33-404, NAME AND ADDRESS OF THE BENEFICIARY OF SAID TRUST IS: TITLE SECURITY AGENCY OF AZ, LLC A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201827-T. FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE LIMITED LIABILITY COMPANY, 333 E WETMORE ROAD, SUITE 245, AS TRUSTEE UNDER TRUST NO. 201827-T.

OWNER-TRUSTEE OF ASSESSORS PARCELS

TITLE SECURITY AGENCY OF AZ, LLC, AS TRUSTEE UNDER TRUST NO. 201827-T, AND NOT IN ITS CORPORATE CAPACITY

BY: *Crystal Salcido*

ITS: TRUST OFFICER DATE: 8/15/2022

FOR: FORESTAR (USA) REAL ESTATE GROUP INC.

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.

PIMA COUNTY

ON THIS 15 DAY OF August, 2022, BEFORE ME PERSONALLY APPEARED *Crystal Salcido*, WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FORESTAR (USA) REAL ESTATE GROUP INC., AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

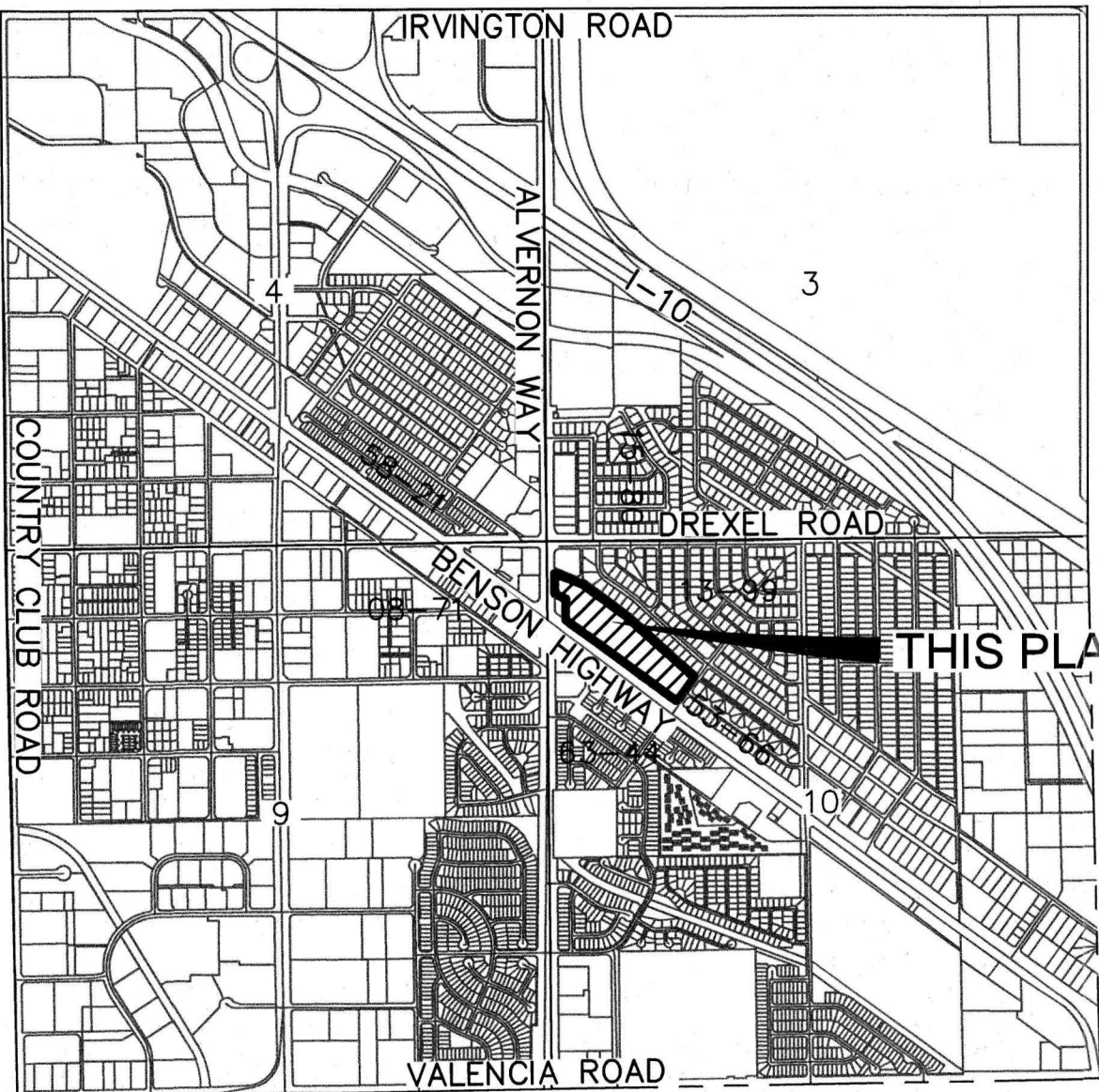
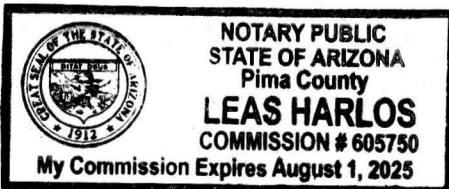
MY COMMISSION EXPIRES: 8/1/25 *Leas Harlos* NOTARY PUBLIC

GENERAL NOTES:

- THE GROSS AREA OF "SENITA CROSSING" IS 12.29 ACRES.
- THE BASIS OF BEARING FOR THIS SUBDIVISION: THE NORTH LINE OF THE NW ONE-QUARTER OF SECTION 10, TOWNSHIP-15-SOUTH, RANGE-14-EAST, FROM A 3-1/4" A.D.O.T. BRASS CAP IN HANDWELL WITH PUNCH MARK AT THE NORTHWEST CORNER OF SECTION 10, TO A 2" P.C.D.O.T. BRASS CAP IN CONCRETE STAMPED "3110" AT THE NORTH ONE-QUARTER CORNER OF SECTION 10. SAID BEARING BEING: S89°55'48"E.
- TOTAL MILES OF NEW PUBLIC STREETS FOR "SENITA CROSSING" = 0.31 MILES.
- "SENITA CROSSING" LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- THIS PROJECT IS REQUIRED TO PROVIDE STORMWATER DETENTION AND/OR RETENTION. THE TOTAL VOLUME OF DETENTION PROVIDED IS 30,056 CUBIC FEET. THE TOTAL VOLUME OF RETENTION PROVIDED IS 17,424 CUBIC FEET. THIS PROJECT INCLUDES LID PRACTICES. AN INSPECTION AND MAINTENANCE PROTOCOL HAS BEEN PROVIDED TO THE ENTITY RESPONSIBLE FOR MAINTENANCE. THE INSPECTIONS AND MAINTENANCE REQUIREMENTS WILL BE INCLUDED IN THE CONDITIONS, COVENANTS AND RESTRICTIONS WHICH WILL BE RECORDED IN THE PUBLIC RECORDS OF PIMA COUNTY.
- REGULATORY FLOODPLAINS AND EROSION HAZARDS ARE CONTAINED WITHIN THE COMMON AREAS/DRAINAGEWAYS, AND ANY DEVELOPMENT WITHIN THE AREAS CONTAINING FLOODPLAINS AND/OR EROSION HAZARDS REQUIRES REGIONAL FLOOD CONTROL DISTRICT REVIEW AND APPROVAL.

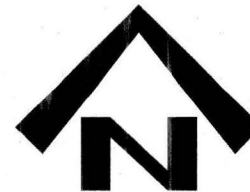
PERMITTING NOTES:

- ZONING: THIS PLAT CONTAINS APPROXIMATELY 12.29 ACRES OF LAND REGULATED BY PIMA COUNTY ZONING CODE CB-2.
- GROSS DENSITY IS: "SENITA CROSSING" = 5.13 (63 LOTS/12.29 AC).
- AVERAGE LOT AREA PER DWELLING FOR "SENITA CROSSING" IS 4,599 SQ. FT.
- PRIVATELY OWNED RECREATION AREAS, RECREATION FEATURES, AND PARKING IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE RECREATION AREA PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE TIME 75% OF THE BUILDING PERMITS (47 LOTS) HAVE BEEN ISSUED.
- PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS AN AS-BUILT CERTIFICATION (PLAN) OF THE DRAINAGE AND GRADING IMPROVEMENTS THAT ARE REQUIRED TO MITIGATE ADVERSE IMPACTS TO THE PROJECT SHALL BE PREPARED AND SUBMITTED TO THE FLOODPLAIN ADMINISTRATOR. UPON APPROVAL OF THE AS-BUILT PLAN BY THE FLOODPLAIN ADMINISTRATOR, THE HOLD TO THE ISSUANCE OF BUILDING PERMITS CAN BE REMOVED.
- PRIOR TO THE ISSUANCE OF THE FINAL RELEASE OF ASSURANCES AN AS-BUILT CERTIFICATION (PLAN) OF THE DRAINAGE AND GRADING IMPROVEMENTS THAT ARE REQUIRED TO MITIGATE ADVERSE IMPACTS TO ADJACENT PROPERTIES SHALL BE PREPARED AND SUBMITTED TO THE FLOODPLAIN ADMINISTRATOR. UPON APPROVAL OF THE AS-BUILT PLAN BY THE FLOODPLAIN ADMINISTRATOR, THE HOLD TO ISSUANCE OF THE FINAL RELEASE OF ASSURANCES CAN BE REMOVED.



LOCATION MAP

LOCATED IN A PORTION OF SECTIONS 10 TOWNSHIP 15 SOUTH, RANGE 14 EAST, G&SRM PIMA COUNTY, ARIZONA SCALE: 3" = 1 MILE



LEGEND

- | | | | |
|----|---|--|--------------------------------|
| 1 | LOT NUMBER | | SIGHT VISIBILITY EASEMENT |
| 2 | KEYNOTE | | CENTERLINE |
| 2 | 2" BRASS CAP SURVEY MONUMENT IN CONCRETE TO BE SET AT COMPLETION OF PAVING. | | RIGHT-OF-WAY LINE |
| 2 | 1/2" IRON PIN TO BE SET AT COMPLETION OF GRADING. | | EASEMENT LINE |
| 2 | FOUND SURVEY MONUMENT, AS NOTED | | SECTION LINE |
| L1 | LINE NUMBER - SEE LINE DATA TABLE | | PARCEL BOUNDARY |
| C1 | CURVE NUMBER - SEE CURVE DATA TABLE | | COUNTY/CITY LIMITS |
| | | | GENERAL ACCESS LOCATION |
| | | | EROSION HAZARD SETBACK |
| | | | 100 YEAR FLOODPLAIN LIMIT |
| | | | 100 YEAR STORM EVENT DISCHARGE |

OWNER

TITLE SECURITY AGENCY OF AZ, LLC, TRUST NO. 201827-T 6390 E. TANQUE VERDE RD TUCSON, AZ 85715 (520) 885-1600 ATTN: JOYCE RODDA

DEVELOPER

FORESTAR (USA) REAL ESTATE GROUP INC. 333 E WETMORE ROAD, SUITE 245 TUCSON, AZ 85705 (520) 496-3072 ATTN: BRIAN KONDERIK

ADMINISTRATIVE ADDRESS: 3915 E BENSON HIGHWAY

REF: P22TP00002

P22FP00012

FINAL PLAT	
SENITA CROSSING	
LOTS 1-63, COMMON AREA 'A' (OPEN SPACE, PRIVATE DRAINAGE AND LANDSCAPING), BEING A RESUBDIVISION OF A PORTION OF LOT (BLOCK) 'B' CORONET PARK NO. 1 BOOK 13, MAPS & PLATS PAGE 99	
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 10 TOWNSHIP 15 SOUTH, RANGE 14 EAST, G&SRM, PIMA COUNTY, ARIZONA	
PROJ NO: 7FOR210302	SCALE: HORIZ N/A
DATE: MAY 2022	C.I. = N/A
1 OF 4	

PSOMAS

333 E. Wetmore Road, Suite 450 Tucson, AZ 85705 (520) 292-2300 (520) 292-1290 fax www.psomas.com

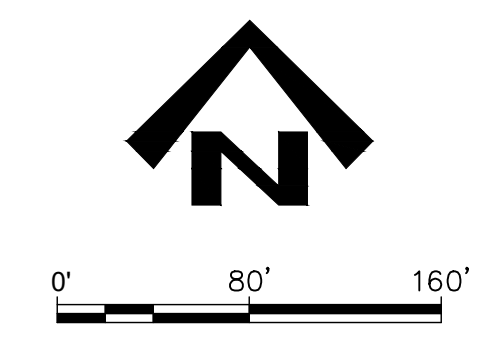
NW COR SEC 10
3/4" BRASS CAP A.D.O.T.
WITH PUNCH

CITY OF TUCSON
PIMA COUNTY

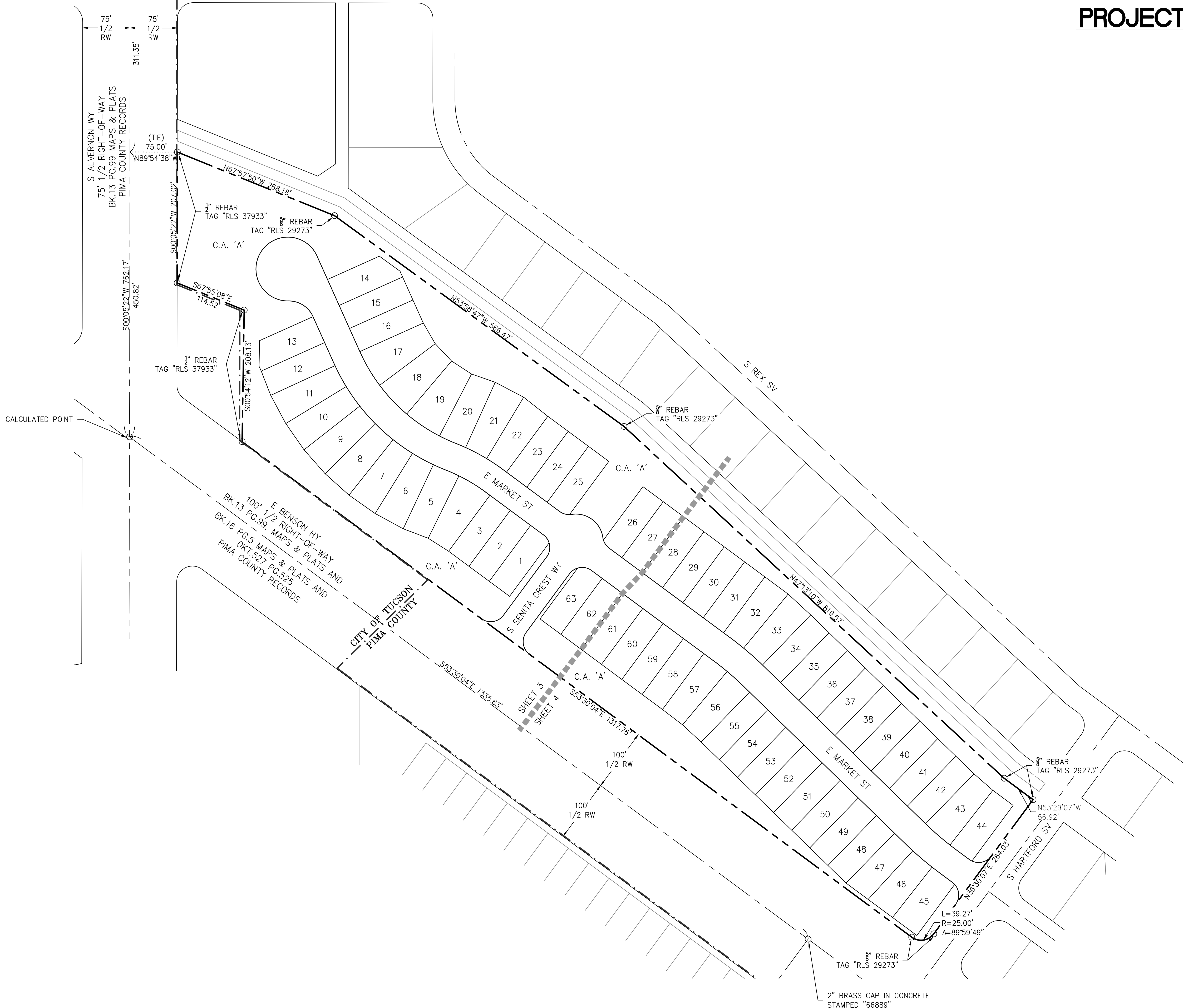
E DREXEL RD

(BASIS OF BEARING)
N89°55'48"W 2639.20'

N 1/4 COR SEC 10
2" P.C.D.O.T BRASS CAP IN CONCRETE
STAMPED "3110"



PROJECT OVERVIEW



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

REF: P22TP00002

P22FP00012

FINAL PLAT

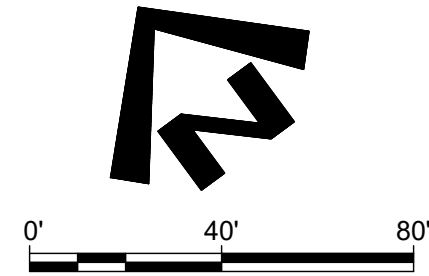
SENITA CROSSING

LOTS 1-63, COMMON AREA 'A' (OPEN SPACE, PRIVATE DRAINAGE AND LANDSCAPING),
BEING A RESUBDIVISION OF A PORTION OF LOT (BLOCK) "B" CORONET PARK NO. 1
BOOK 13, MAPS & PLATS PAGE 99

LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 10
TOWNSHIP 15 SOUTH, RANGE 14 EAST, G&SRM, PIMA COUNTY, ARIZONA

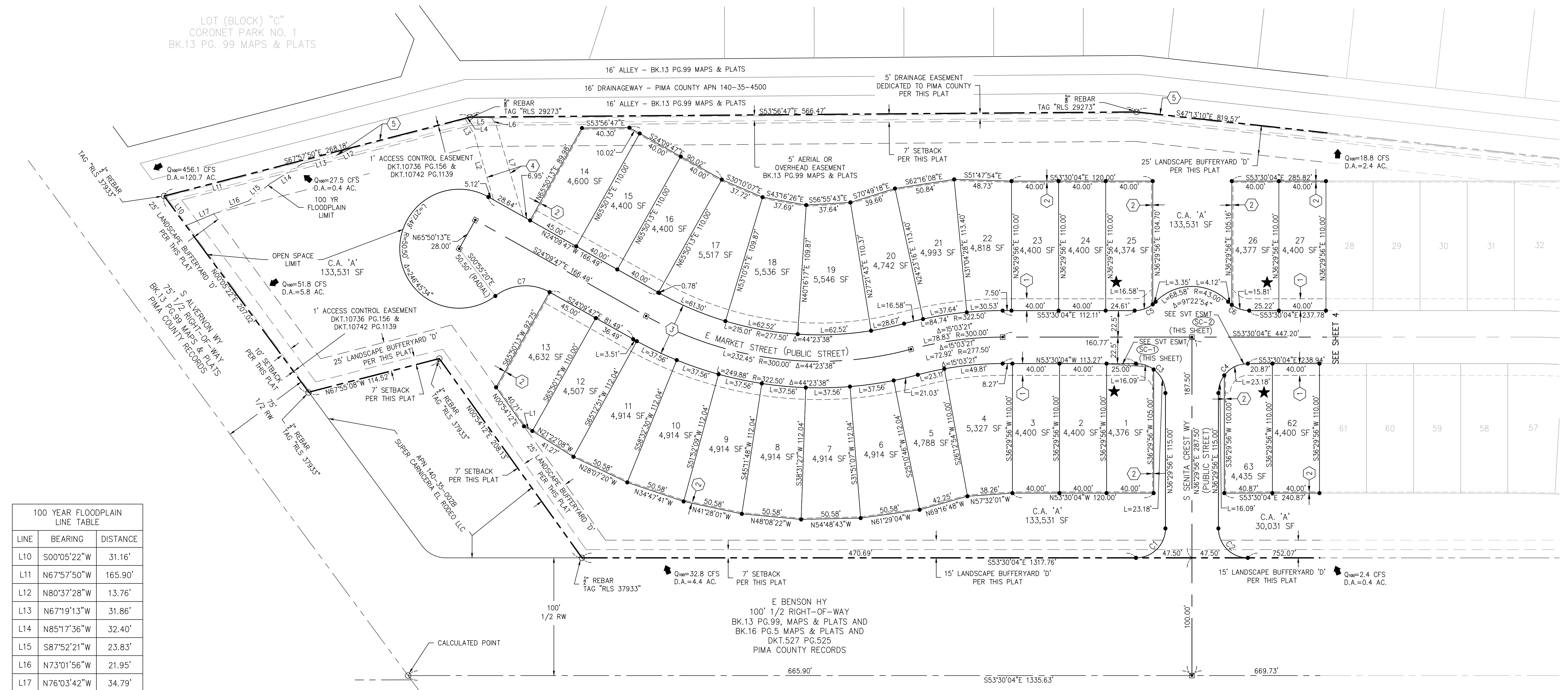
PROJ NO: 7FOR210302 SCALE: HORIZ 1"=80'
DATE: MAY 2022 C.I. = N/A

2 OF 4



CORONET PARK NO. 1
BK.13 PG. 99 MAPS & PLATS

LOT (BLOCK) "C"
CORONET PARK NO. 1
BK.13 PG. 99 MAPS & PLATS

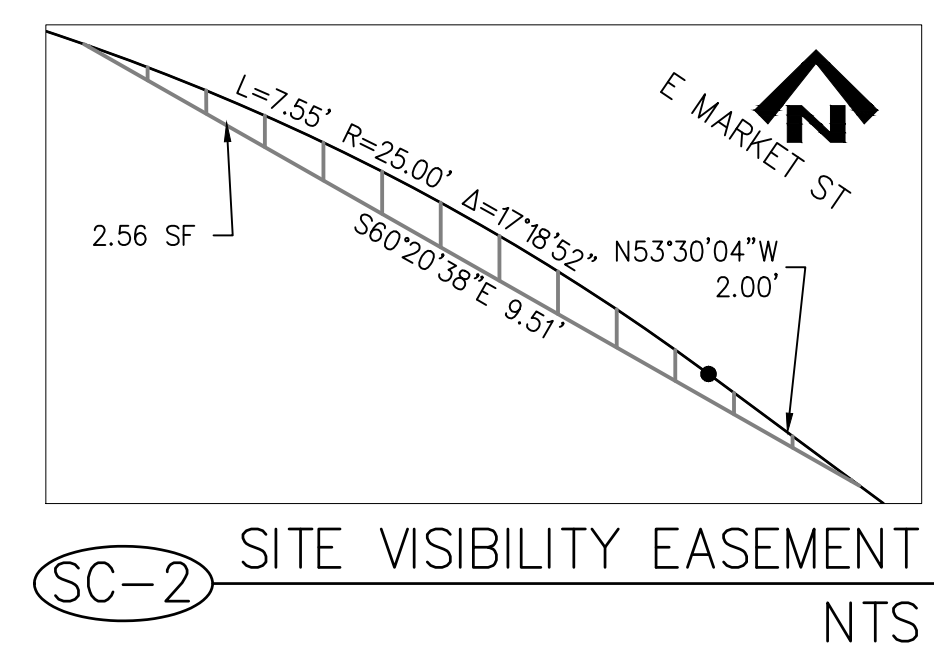
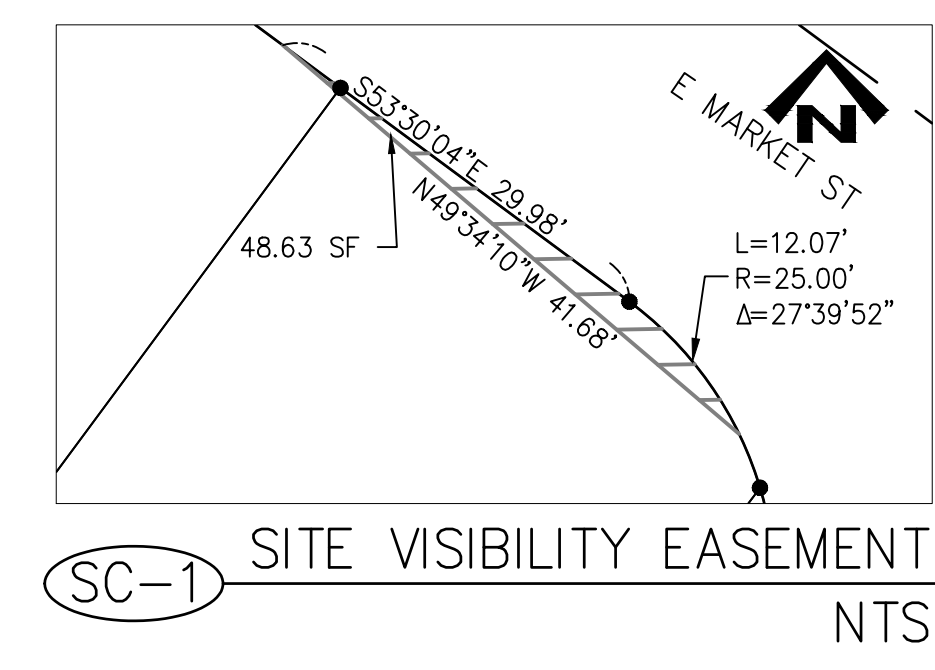


100 YEAR FLOODPLAIN LINE TABLE		
LINE	BEARING	DISTANCE
L10	S00°05'22"W	31.16'
L11	N67°57'50"W	165.90'
L12	N80°37'28"W	13.76'
L13	N67°19'13"W	31.86'
L14	N85°17'36"W	32.40'
L15	S87°52'21"W	23.83'
L16	N73°01'56"W	21.95'
L17	N76°03'42"W	34.79'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N24°09'47"W	8.12'
L2	N20°07'50"E	57.54'
L3	N06°46'47"E	16.12'
L4	S67°57'50"E	4.16'
L5	S53°56'47"E	18.32'
L6	N06°46'47"E	8.41'
L7	N20°07'50"E	80.38'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	
C1	39.27'	25.00'	90°00'00"	
C2	39.27'	25.00'	90°00'00"	
C3	39.27'	25.00'	90°00'00"	
C4	39.27'	25.00'	90°00'00"	
C5	19.94'	25.00'	45°41'27"	
C6	19.94'	25.00'	45°41'27"	
C7	48.94'	42.00'	66°45'34"	

- KEYNOTES
- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ② 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ③ 45' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
 - ④ 20' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
 - ⑤ 100-YEAR FLOODPLAIN CONTAINED IN DRAINAGE-WAY AND ALLEY EXCEPT AS SHOWN. EROSION HAZARD SETBACK IS COINCIDENT WITH BANK PROTECTION.



PSOMAS
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REF: P22TP00002 **P22FP00012**

FINAL PLAT

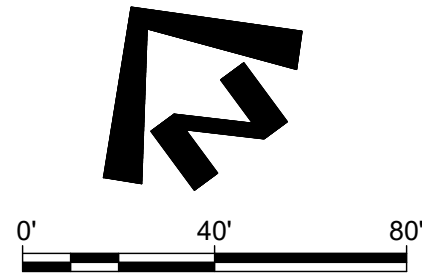
SENITA CROSSING

LOTS 1-63, COMMON AREA "A" (OPEN SPACE, PRIVATE DRAINAGE AND LANDSCAPING), BEING A RESUBDIVISION OF A PORTION OF LOT (BLOCK) "B" CORONET PARK NO. 1 BOOK 13, MAPS & PLATS PAGE 99

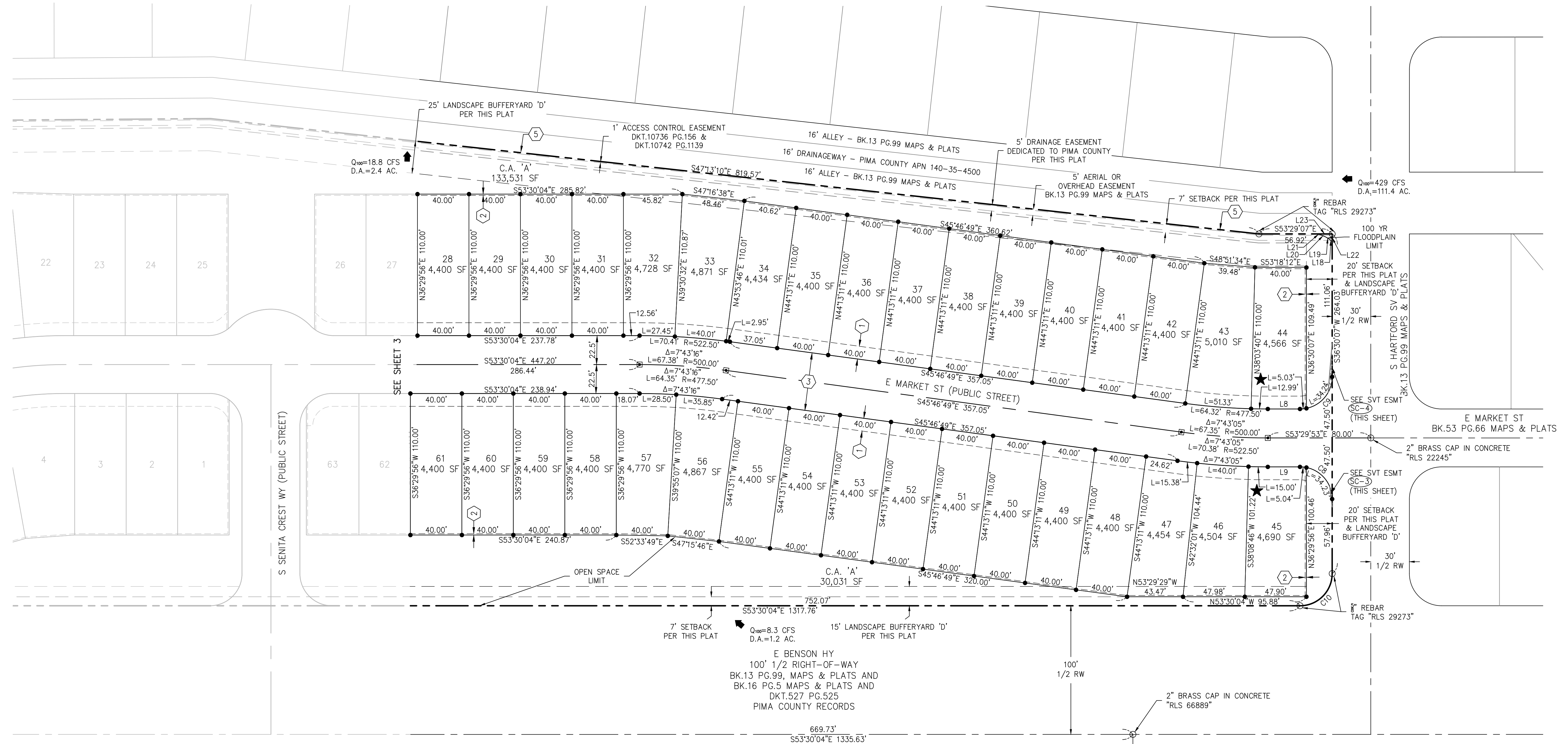
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 10 TOWNSHIP 15 SOUTH, RANGE 14 EAST, G&SRM, PIMA COUNTY, ARIZONA

PROJ NO: 7FOR210302 SCALE: HORIZ 1"=40'
DATE: MAY 2022 C.I. = N/A

3 OF 4



CORONET PARK NO. 1
BK.13 PG. 99 MAPS & PLATS



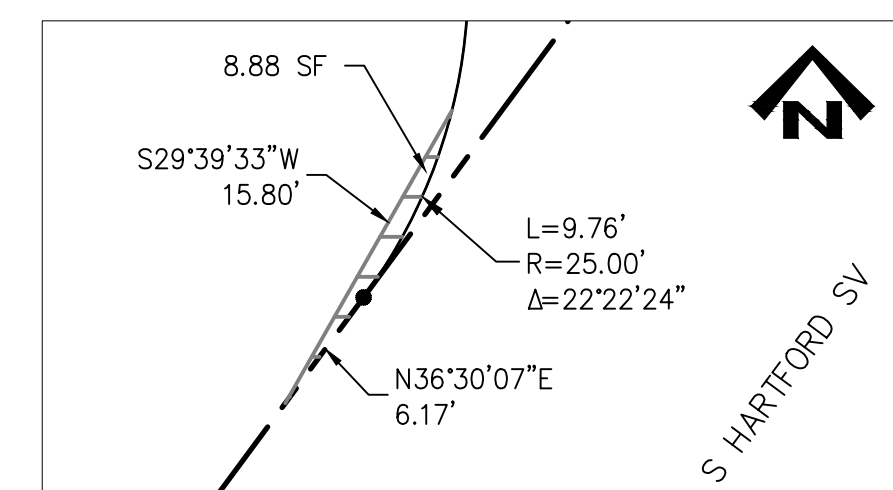
LINE TABLE		
LINE	BEARING	DISTANCE
L8	N53°29'53"W	25.00'
L9	S53°29'53"E	25.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	39.27'	25.00'	90°00'00"
C9	39.27'	25.00'	90°00'00"
C10	39.27'	25.00'	89°59'49"

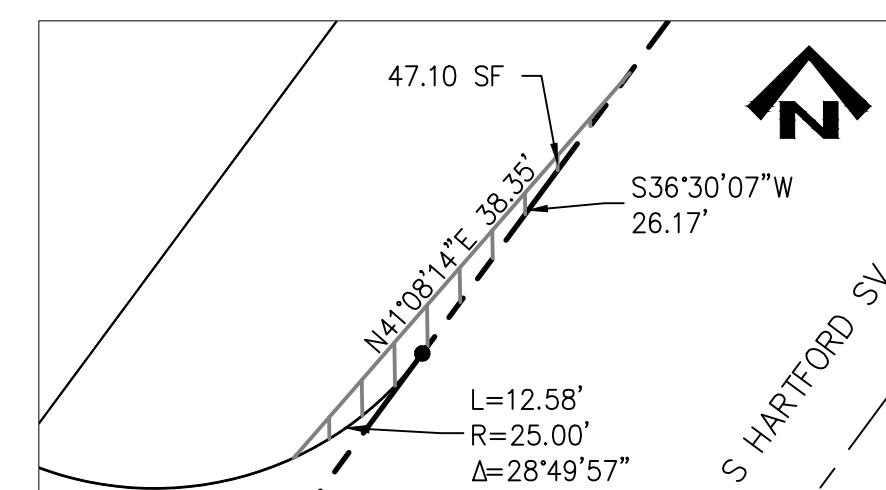
100 YEAR FLOODPLAIN LINE TABLE		
LINE	BEARING	DISTANCE
L18	N15°10'44"W	2.58'
L19	N21°28'07"W	3.39'
L20	N31°16'02"W	4.92'
L21	N41°31'17"W	2.50'
L22	N36°30'07"E	5.78'
L23	N53°29'07"W	11.90'

KEYNOTES

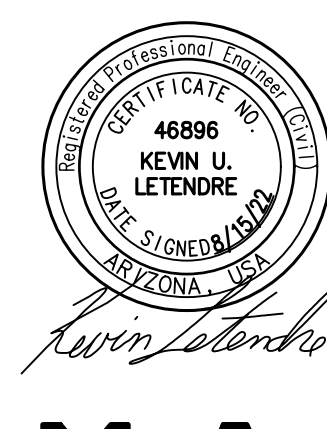
- 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
- 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
- 45' PUBLIC RIGHT OF WAY GRANTED TO PIMA COUNTY BY THIS PLAT.
- 100-YEAR FLOODPLAIN CONTAINED IN DRAINAGE-WAY AND ALLEY EXCEPT AS SHOWN. EROSION HAZARD SETBACK IS COINCIDENT WITH BANK PROTECTION.



SC-3 SITE VISIBILITY EASEMENT
NTS



SC-4 SITE VISIBILITY EASEMENT
NTS



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REF: P22TP00002

P22FP00012

FINAL PLAT

SENITA CROSSING

LOTS 1-63, COMMON AREA 'A' (OPEN SPACE, PRIVATE DRAINAGE AND LANDSCAPING),
BEING A RESUBDIVISION OF A PORTION OF LOT (BLOCK) "B" CORONET PARK NO. 1
BOOK 13, MAPS & PLATS PAGE 99

LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 10
TOWNSHIP 15 SOUTH, RANGE 14 EAST, G&SRM, PIMA COUNTY, ARIZONA

PROJ NO: 7FOR210302
DATE: MAY 2022

SCALE: HORIZ 1"=40'
C.I. = N/A

4 OF 4

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P22FP00012**

THIS AGREEMENT is made and entered into by and between Forestar (USA) Real Estate Group, Inc., a Delaware corporation or successors in interest ("Subdivider"), Title Security Agency LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201827-T; 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 Lots 1-63 and Common Area 'A' (Open Space, Private Drainage and Landscaping) of Senita Crossing 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

Chair, Board of Supervisors

SUBDIVIDER:

Forestar (USA) Real Estate Group, Inc. a
Delaware corporation

By: _____

Its: _____ **Brian Konderik**

Division President

Forestar (USA) Real Estate Group, Inc.

ATTEST:

TRUSTEE: Title Security Agency, LLC, a
Delaware limited liability company, as Trustee
under Trust No 201827-T, and not in its
corporate capacity or otherwise

Clerk of the Board

By: _____ *Crystal Salcido*

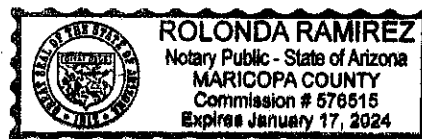
Its: _____ *Authorized Signer*

STATE OF ARIZONA)
County of ~~Pima~~ *Maricopa*)

The foregoing instrument was acknowledged before me this 10 day of August, 2022, by Brian Konderik of Forestar (USA) Real Estate Group, Inc. ("**Subdivider**"), a Delaware corporation, on behalf of the corporation.

My Commission Expires:

1-17-24



Notary Public

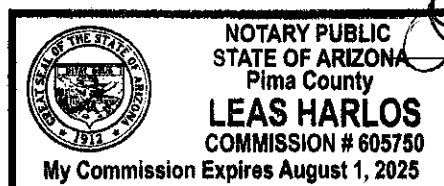
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 12th day of August, 2022, by Crystal Salcido *Authorized Signer* of Title Security Agency LLC ("**Trustee**"),

A Delaware limited liability company, on behalf of the company, as trustee under trust number 201827-T.

My Commission Expires:

8/1/25



Notary Public