



## BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: February 2, 2016

**Title:** Final Plat (P15FP00009) Vahalla Estates Lots 1-65, Common Area "A" (Drainage, Bufferyard, Utilities).

### Introduction/Background:

A Resubdivision of a portion of Block 1 of Diablo Village Estates, Blocks 1-3, Recorded in BK 29 PG 75, M&P

### 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

Department Director Signature/Date:

[Signature] 1/11/16

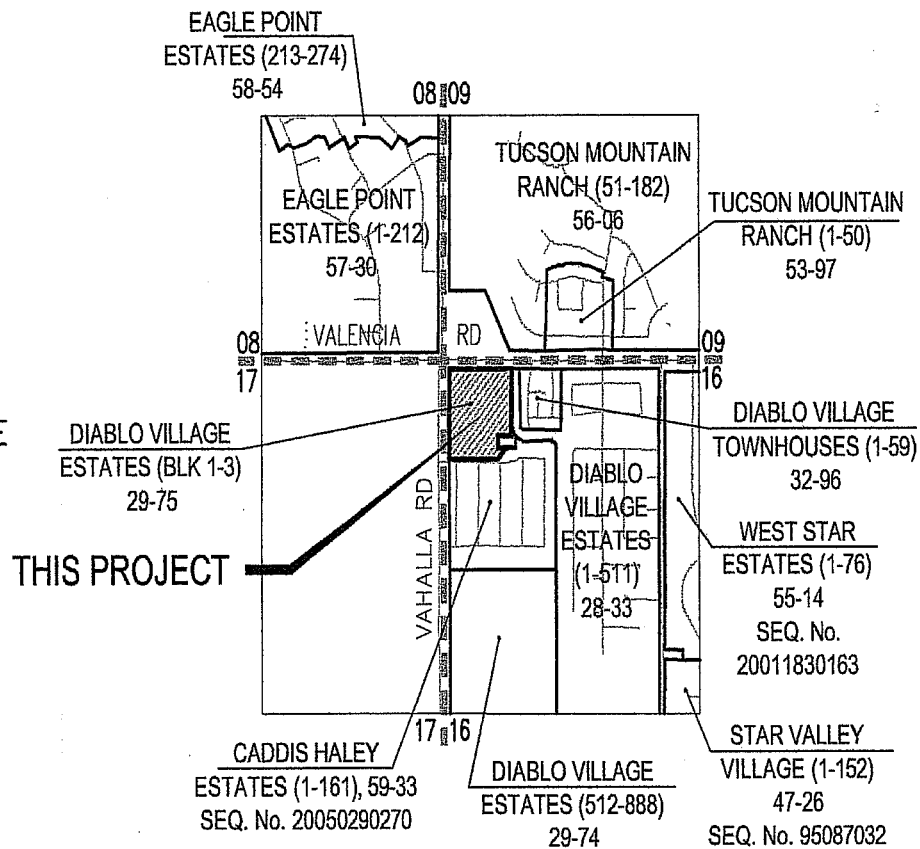
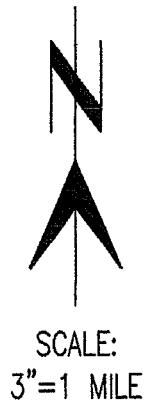
Deputy County Administrator Signature/Date:

[Signature] 1/12/16

County Administrator Signature/Date:

[Signature] 1/12/16

DR  
JAN 15 16 PM 10:45 PC CLK OF PD



## LOCATION MAP

LOCATED IN A PORTION OF  
SEC 16, T15S, R12E, G&SRM,  
PIMA COUNTY, ARIZONA

Final Plat  
P15FP00009  
Vahalla Estates  
Lots 1-65 & Common Area "A"

# GENERAL NOTES

1. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY
2. TOTAL MILES OF NEW PUBLIC STREETS IS 0.38 MILES
3. TOTAL MILES OF NEW PRIVATE STREETS IS 0.00 MILES
4. THE GROSS AREA OF THE SUBDIVISION IS 12.95 ACRES
5. THE TOTAL NUMBER OF LOTS IS 65.
6. THE BASIS OF BEARINGS FOR THIS PLAT IS THE NORTH LINE OF THE NW 1/4 OF SECTION 16, AS SHOWN ON THE PLAT MAP OF DIABLO VILLAGE ESTATES (BOOK 29 MAP, PAGE 75). BEARING BEING N 89°50'15" E.
7. THIS PROJECT IS REQUIRED TO PROVIDE STORMWATER DETENTION AND/OR RETENTION.  
THE TOTAL VOLUME OF RETENTION PROVIDED IS 37,420 CUBIC FEET.  
THE TOTAL VOLUME OF RETENTION PROVIDED IS 23,531 CUBIC FEET.

## PERMITTING NOTES

1. USE IS SINGLE FAMILY RESIDENTIAL. ZONING DESIGNATION IS CB-1.
2. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER C08-73-28 AS APPROVED ON JULY 3, 1973.
3. NATURAL RESOURCES, PARKS AND RECREATION IN-LIEU FEE OF \$126,490 SHALL BE PAID WITH THE RELEASE OF ASSURANCES FOR THE 48TH LOT RELEASED.
4. PRIOR TO ISSUANCE OF THE FINAL RELEASE OF ASSURANCES, AN AS-BUILT CERTIFICATION OF THE DRAINAGE AND GRADING IMPROVEMENTS THAT ARE REQUIRED TO MITIGATE OFF-SITE 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 FINAL RELEASE OF ASSURANCES CAN BE REMOVED.

## 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.



*J. L. Hill*  
SURVEYOR

RLS 12537  
RLS NUMBER

## DEDICATIONS

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE THE ONLY PARTY 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 REASONS 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 AND ROADS.

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, 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, AND ARE ALSO GRANTED AS PUBLIC MAINTENANCE AND ACCESS EASEMENTS TO PIMA COUNTY FOR MAINTENANCE AND ACCESS OF PUBLIC DRAINAGE STRUCTURES.

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 SECURANCE NUMBER \_\_\_\_\_ 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, WITHIN THE SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60439, AS TRUSTEE ONLY AND NOT OTHERWISE

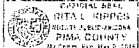
BY: *Martina L. Hill* DATE: 1-6-2016  
MARTHA L. HILL, TRUST OFFICER

THE BENEFICIARY OF FIDELITY NATIONAL TITLE AGENCY, TRUST NO 60439 IS:  
HEATER INVESTMENTS INC 401K PSP  
ATtn: JOSEPH HEATER  
7400 N. ORACLE ROAD  
TUCSON, AZ 85704-6331

STATE OF ARIZONA } SS  
PIMA COUNTY }

ON THIS 16th DAY OF February 2016, BEFORE ME PERSONALLY APPEARED MARTHA L. HILL WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60439, AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 5-9-2018  
*John A. Karpis*  
NOTARY PUBLIC



## RECORDING

STATE OF ARIZONA } SS  
PIMA COUNTY }

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, IN SEQUENCE \_\_\_\_\_ THEREOF.

COUNTY RECORDER \_\_\_\_\_ DATE \_\_\_\_\_

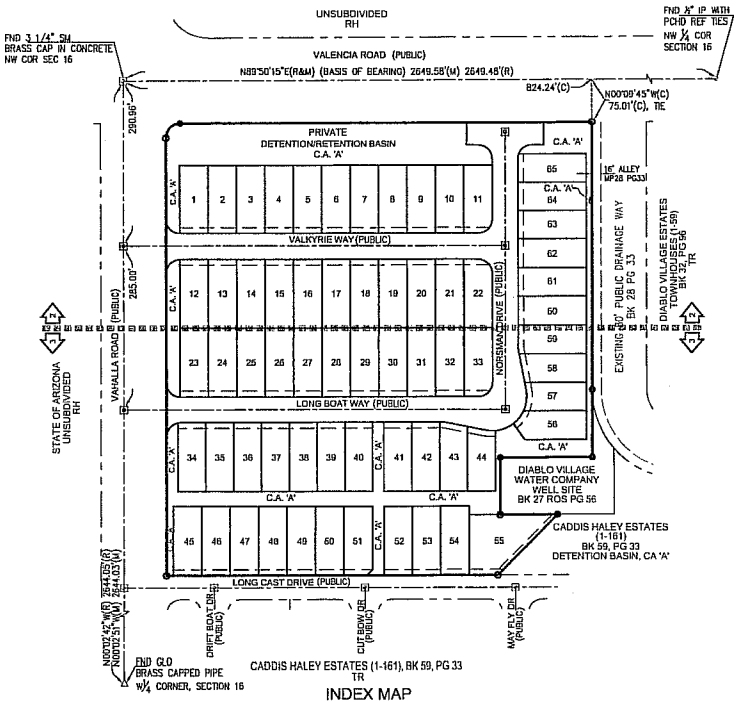
## ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 60439 FROM FIDELITY NATIONAL TITLE AGENCY AS RECORDED SECURANCE NO. \_\_\_\_\_ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

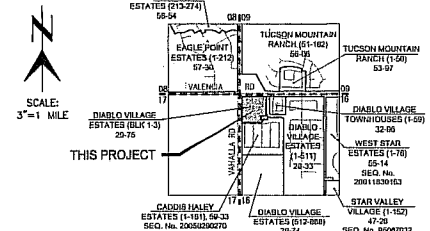
BY: CHAIR, BOARD OF SUPERVISORS \_\_\_\_\_ DATE \_\_\_\_\_  
PIMA COUNTY, ARIZONA

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 THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

CLERK, BOARD OF SUPERVISORS \_\_\_\_\_ DATE \_\_\_\_\_



INDEX MAP



LOCATION MAP

LOCATED IN A PORTION OF  
SEC 16, T15S, R12E, G15M, PIMA COUNTY, ARIZONA

## LEGEND

- SUBJECT PARCEL LINE
- INTERIOR LOT LINES OF SUBJECT PARCEL
- ADJACENT PARCEL/RIGHT OF WAY LINE
- STREET CENTERLINE
- EXIST STREET CENTERLINE/SECTION LINE
- NEW EASEMENT AS NOTED
- EXIST EASEMENT AS NOTED
- MSR AND BASIN SETBACKS
- 200' MSR SCENIC ROUTE LINE
- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- NEW SURVEY MONUMENT TO BE SET BY AN ARIZONA R.L.S.
- EXIST SURVEY MONUMENT
- SET 1/2" IRON PIN, TAGGED "RLS 12537"
- FOUND 1/2" IRON PIN
- 1/2" TAGGED REBAR PIN TO BE SET AT ALL LOT CORNERS BY AN ARIZONA R.L.S.
- RECORD DIM PER DIABLO VILLAGE ESTATES (BOOK 29 MAP PAGE 75)
- RECORD DIM PER TITLE REPORT
- LEGAL DESCRIPTION
- RECORD DIM PER CADDIS HOLEY ESTATES (BOOK 59 MAP PAGE 33)
- RECORD DIM PER RECORD OF SURVEY BOOK 27 PAGE 56
- CALCULATED DIMENSION PER SURVEY
- MEASURED DIMENSION PER SURVEY
- SHEET INDEX
- CORNER LOT ACCESS
- 1" ACCESS CONTROL EASEMENT GRANTED PER THIS PLAT

## SHEET INDEX

- 1... COVER, INDEX MAP, & LEGEND
- 2... PLAN SHEETS

PREPARED BY:



GREG CARLSON ENGINEERING, L.L.C.  
151 E. Broadway Blvd., Suite 201  
Tucson, AZ 85701  
(520) 444-0000 or (520) 451-1177  
gcarlson@gregcarlson.com

C09-73-26  
C012-76-35C  
P1203-069  
P151P00002

P15FP00009

FINAL PLAT FOR  
VAHALLA ESTATES LOTS 1-65,  
COMMON AREA "A"  
(DRAINAGE, BUFFERYARD, UTILITIES)  
LOCATED IN A PORTION OF  
SEC 16, T15S, R12E, G15M, PIMA COUNTY, ARIZONA  
A RESUBDIVISION OF A PORTION OF BLOCK 1 OF  
DIABLO VILLAGE ESTATES, BLOCKS 1-3,  
RECORDED IN BK 29 PG 75, MAP

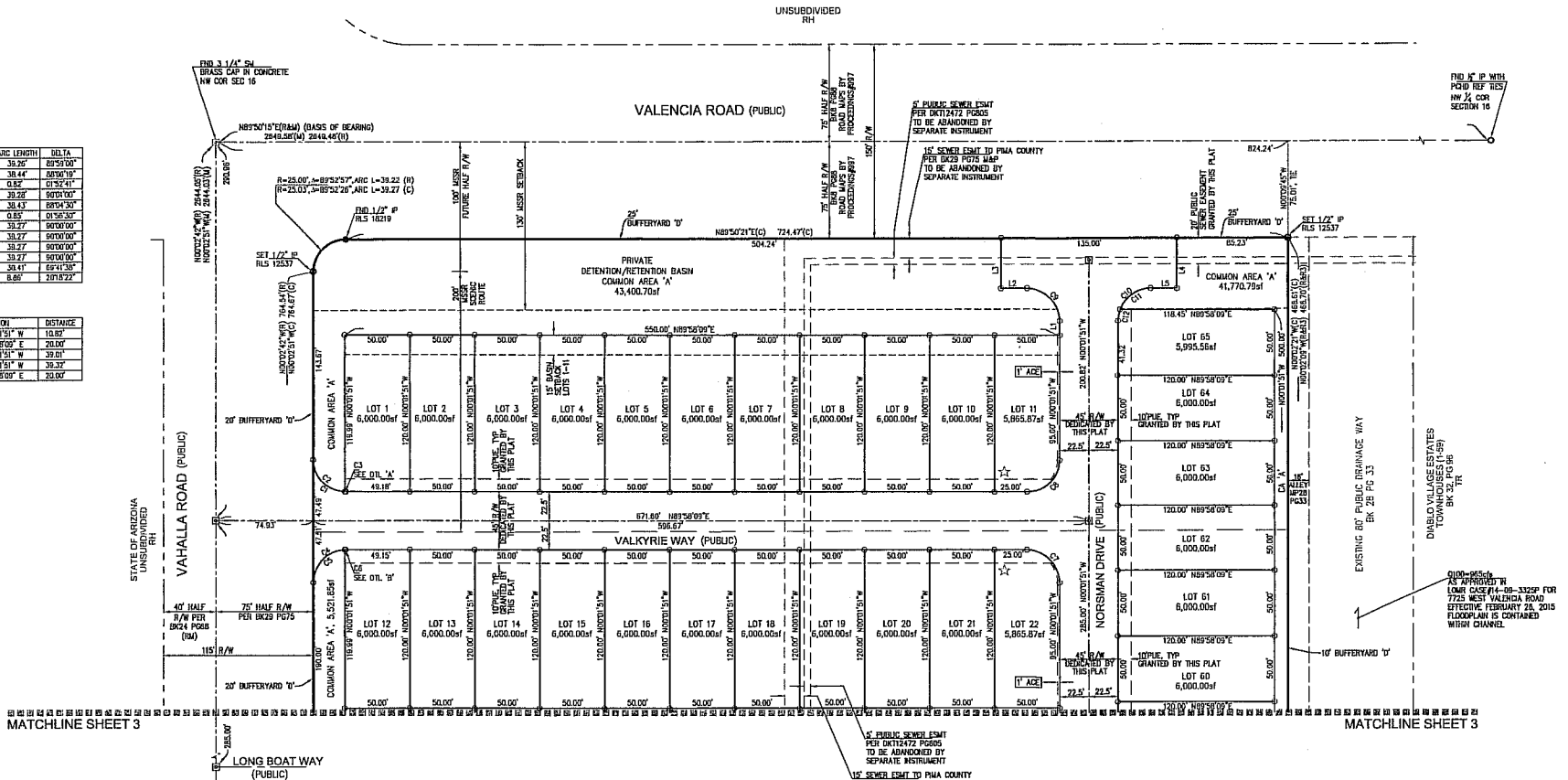
SCALE: 1"=100' REF: -  
DATE: N/A AND NO. 13-034

DESIGNED BY: J. CARLSON DRAWN BY: J. CARLSON CHECKED BY: J. CARLSON DATE: JAN. 2016



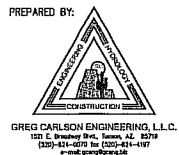
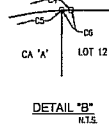
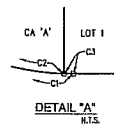
CURVE DATA			
NUMBER	RADIUS	ARC LENGTH	DELTA
C1	25.00'	35.25'	89°59'00"
C2	25.00'	38.44'	89°59'00"
C3	25.00'	0.82'	0°12'41"
C4	25.00'	35.25'	89°59'00"
C5	25.00'	38.43'	89°59'00"
C6	25.00'	0.82'	0°12'41"
C7	25.00'	35.27'	89°59'00"
C8	25.00'	35.27'	89°59'00"
C9	25.00'	35.27'	89°59'00"
C10	25.00'	35.27'	89°59'00"
C11	25.00'	35.41'	89°41'38"
C12	25.00'	8.80'	30°18'22"

LINE DATA		
NUMBER	DIRECTION	DISTANCE
L1	N 89°59'00" W	13.82'
L2	N 89°59'00" E	20.00'
L3	N 89°59'00" W	39.00'
L4	N 89°59'00" E	35.27'
L5	N 89°59'00" E	25.00'



MATCHLINE SHEET 3

MATCHLINE SHEET 3



CO9-73-26  
CO12-76-35C  
P1203-069  
P15TP00002

P15FP00009

FINAL PLAT FOR  
VAHALLA ESTATES LOTS 1-65,  
COMMON AREA "A"  
(DRAINAGE, BUFFERYARD, UTILITIES)  
LOCATED IN A PORTION OF  
SEC 18, T15S, R12E, GASTRO, PIMA COUNTY, ARIZONA  
A RESUBDIVISION OF A PORTION OF BLOCK 1 OF  
DIABLO VILLAGE ESTATES, BLOCKS 1-3,  
RECORDED IN BK 29 PG 75, MAP

SCALE: 1"=40' REF: -  
DATE: N/A AND NO. 13-034

DESIGNED BY: GREG CARLSON DATED: 11-10-03 CHECKED BY: GREG CARLSON DATE: 11-10-03



CURVE DATA			
NUMBER	RADIUS	ARC LENGTH	DELTA
C13	25.00'	39.26'	89°55'00"
C14	25.00'	38.38'	87°54'51"
C15	25.00'	0.90'	02°04'06"
C16	25.00'	39.28'	90°04'06"
C17	25.00'	34.32'	78°38'37"
C18	25.00'	4.96'	11°22'25"
C19	25.00'	39.27'	90°00'00"
C20	60.00'	116.70'	111°26'34"
C21	60.00'	15.77'	15°03'38"
C22	60.00'	34.47'	32°54'43"
C23	60.00'	28.90'	27°35'54"
C24	60.00'	17.56'	16°59'10"

MATCHLINE SHEET 2

MATCHLINE SHEET 2

STATE OF ARIZONA  
UNSUBDIVIDED  
RH

VAHALLA ROAD (PUBLIC)

PUBLIC SEWER EASEMENT DETAIL

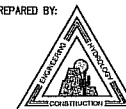
DETAIL "C"  
MIS

DETAIL "D"  
HTS

CADDIS HALEY ESTATES  
(1-181)  
BK 59, PG 33  
TR

10' WATER ESMT PER DKT11180 PG113  
RELOCATED PER ROS DK27 PG58  
TO BE ABANDONED BY  
SEPARATE INSTRUMENT

PREPARED BY:



**GREG CARLSON ENGINEERING, L.L.C.**  
1321 E. Broadway Blvd., Tucson, AZ 85719  
(602) 998-0994 • (602) 998-1100

CO9-73-26  
CO12-76-35C  
P1203-069  
P15TP00002

P15FP00009

FINAL PLAT FOR  
VAHALLA ESTATES LOTS 1-65,  
COMMON AREA "A"  
(DRAINAGE, BUFFERYARD, UTILITIES)

LOCATED IN A PORTION OF  
SEC 16, T16S, R12E, G4SRM, PIMA COUNTY, ARIZONA  
A RESUBDIVISION OF A PORTION OF BLOCK 1 OF  
DIABLO VILLAGE ESTATES, BLOCKS 1-3,  
RETURNED TO PUBLIC LANDS BY THE BUREAU OF LAND MANAGEMENT

HORIZ:  $1^{\circ} 40'$  REF:  $\sim$   
 SCALE: VERT: N/A JOE NO. 13-034

DESIGNED BY: CRC/KAO GRANTED BY: KAO CHECKED BY: EPC DATE: JUL 2014

Greg Corbett (Engineering Project No. 13-034)

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)**  
[P15FP00009]

THIS AGREEMENT is made and entered into by and between HEATER INVESTMENTS, INC., an Arizona corporation 401K PROFIT SHARING PLAN or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,439; 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 - 65 and Common Area "A" (Drainage, Bufferyard, Utilities) VAHALLA ESTATES 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 option A or B 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.

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 1<sup>st</sup> day of December, 2015, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: HEATER INVESTMENTS, INC.  
401K PROFIT SHARING PLAN

\_\_\_\_\_  
Chair, Board of Supervisors

By: Sandra Heater

Its: SANDRA HEATER, PRESIDENT

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE  
AGENCY, INC., an Arizona corporation, as  
Trustee under Trust No 60,439, and not in its  
corporate capacity

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

By: Martha L Hill

Its: \_TRUST OFFICER\_

STATE OF ARIZONA           )  
County of Pima               )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of DECEMBER, 2015, by Sandra Heater, President of  
Sandra Heater, President of HEATER INVESTMENTS, INC., 401K Profit Sharing Plan  
("Subdivider"),

My Commission Expires:

6/22/16



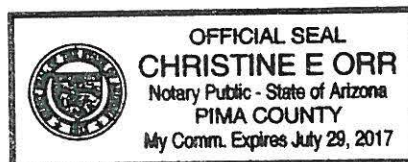
Denise A. Ohagin  
Notary Public

STATE OF ARIZONA           )  
County of Pima               )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of DECEMBER, 2015, by MARtha L. Hill of  
Martha L. Hill, Trust Officer of Fidelity National Title Agency, Inc., ("Trustee"),  
an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,439

My Commission Expires:

7/29/17



Christine E. Orr  
Notary Public