



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: May 17, 2016

Linda Vista Heights Subdivision, Lots 1-34 and Common Areas "A" (Functional Open Space and Water
Title: Harvesting), "B" (Natural Open Space), "C" (Private Detention Basin), "D" (Public Utility & Access),
"E" (Drainage) and "F" (Public Utility & Private Access)

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

Department Director Signature/Date: [Signature] 4/25/16

Deputy County Administrator Signature/Date: [Signature] 4/26/16

County Administrator Signature/Date: [Signature] 4/27/16

DEDICATION:

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS 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 THE PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS, ASSIGNS, THEIR 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 (AND PRIVATE EASEMENTS) AS SHOWN HEREON ARE RESERVED FOR THE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THE LINDA VISTA HEIGHTS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND 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 IN SEQUENCE NO. _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR COMMON AREAS WITHIN THE SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,450, AND NOT ITS CORPORATE CAPACITY.

BY: Arvin L. Hill
TRUST OFFICER

ACKNOWLEDGMENT:

STATE OF ARIZONA } SS

COUNTY OF PIMA }

ON THIS 14th DAY OF April, 2016, BEFORE ME PERSONALLY APPEARED Arvin L. Hill WHO ACKNOWLEDGED TO BE THE OWNER OF LINDA VISTA HEIGHTS SUBDIVISION AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN.

MY COMMISSION EXPIRES: 12/31/2016



NOTARY PUBLIC

BENEFICIARY:

THE BENEFICIARY OF FIDELITY NATIONAL TITLE AGENCY TRUST NO. 60,450 IS: PRF3, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY ADDRESS: 3507 N CAMPBELL #111 TUCSON, AZ 85719

ASSURANCES:

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 60,450 FROM FIDELITY NATIONAL TITLE AGENCY 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, ROBIN BRIGODE, 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 _____, 2016.

BY: Robin Brigode
CLERK, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE

FINAL PLAT FOR LINDA VISTA HEIGHTS SUBDIVISION LOTS 1-34

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 THE LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

ARIZONA REGISTERED LAND SURVEYOR

CERTIFICATION OF ENGINEERING:

I HEREBY CERTIFY THAT THE FLOOD PRONE LIMITS AND/OR EROSION SETBACKS SHOWN ON THIS PLAT WERE REVIEWED BY ME.

RECORDING:

STATE OF ARIZONA } SS

COUNTY OF PIMA }

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ORACLE ENGINEERING GROUP, INC. ON THIS _____ DAY OF _____, 2016, IN SEQUENCE NO. _____ THEREOF, AT _____ M. _____ WITNESS MY HAND AND OFFICIAL SEAL, THE DAY AND YEAR ABOVE AS WRITTEN.

F. ANN RODRIGUEZ
COUNTY RECORDER

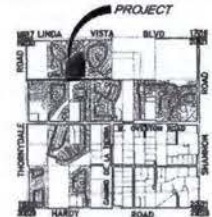
DEPUTY

GENERAL NOTES:

- GROSS AREA OF THIS SUBDIVISION IS 9.78 ACRES.
- THE TOTAL NUMBER OF LOTS IS 34.
- BASES OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, T 12 S, R 13 E, G & S R B M, SAID BEARING BEING N 89°59'32" W
- TOTAL MILES OF NEW PUBLIC STREETS IS 0.25.
- THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- THE TOTAL AREA OF NATURAL OPEN SPACE IS 1.403 ACRES.
- THE TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ONSITE IS 1.325 ACRES.
- NATURAL RESOURCES, PARKS AND RECREATION IN-LIEU FEE OF \$67,048 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 25TH LOT.

PERMITTING NOTES:

- THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
- CONDITIONAL ZONING IS CR-4.
- SUBDIVISION BOUNDARY SETBACKS FOR CR-4 ZONE: 20' FRONT, 10' SIDE AND 10' REAR.
- GROSS DENSITY IS 3.48 RAC.
- THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER CO9-15-02 AS APPROVED ON 09/15/2015. THE FOLLOWING CONDITION AFFECTS THE ISSUANCE OF PERMITS: LOTS 1, 3, 5, 7, 14 AND 15 SHALL BE LIMITED TO ONE STORY CONSTRUCTION.



LOCATION MAP
SECTION 20, T12S, R13E, G4SP4M,
PIMA COUNTY, ARIZONA
3" = 1 MILE

LEGEND

- PROPERTY BOUNDARY LINE
- SEC. 1/4 SEC LINES
- ROADWAY CENTERLINE
- FEMA FLOOD ZONE
- LOCAL FLOOD ZONE
- EROSION HAZARD SETBACK
- REGULATED RIPARIAN HABITAT LIMITS
- LOT LINE AND ROW LINE
- EASEMENT
- FOUND SECTION CORNER
- FOUND BCSM
- PROPERTY CORNER TO BE SET
- BCSM TO BE SET
- 10' X 10' ELECTRIC PEDESTAL EASEMENT
- ACCESS POINT TO LOT

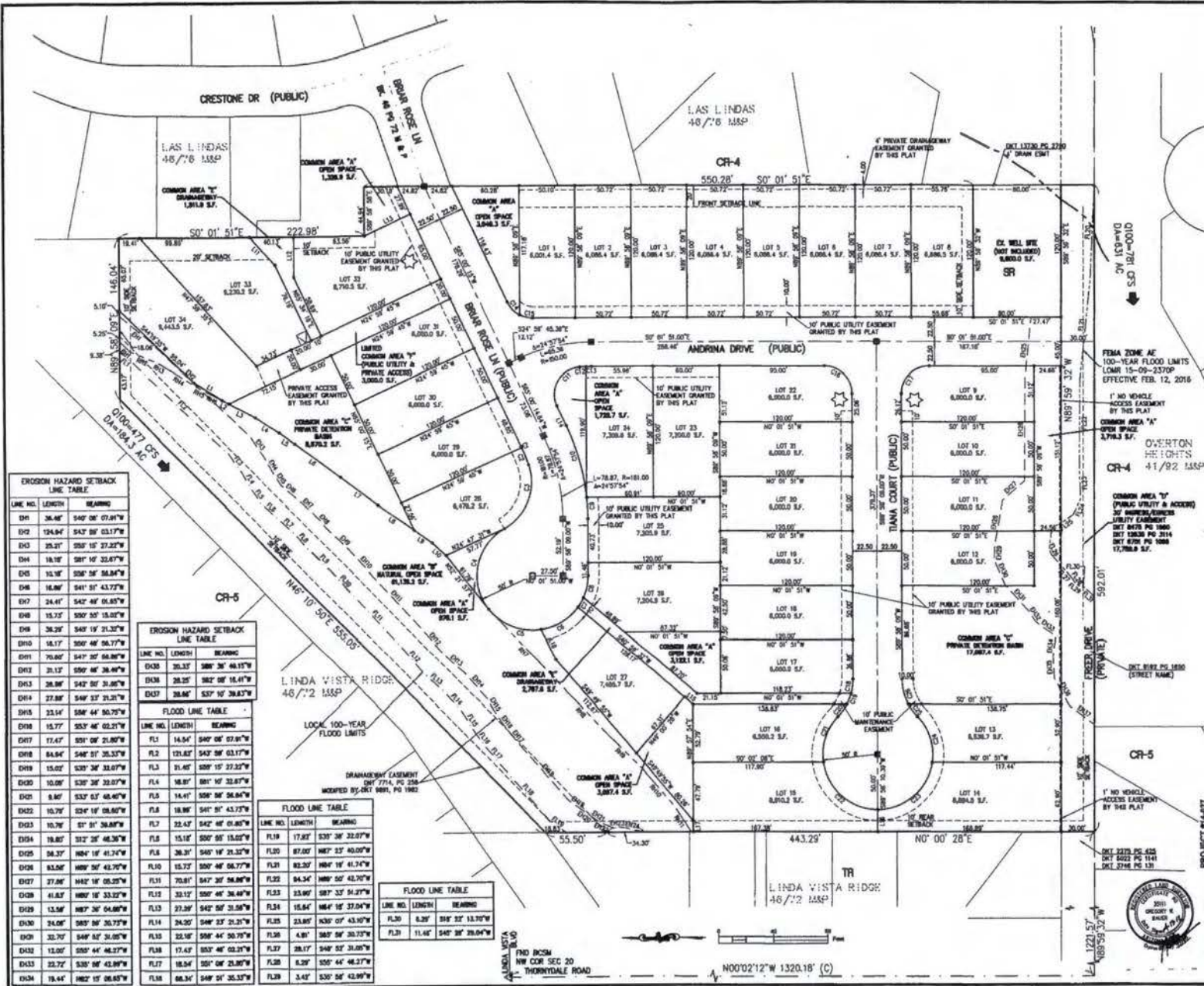
P16FP00002
P15TP00004
Co9-15-02

PROJECT #14-027



FINAL PLAT
FOR
LINDA VISTA HEIGHTS SUBDIVISION
LOTS 1-34
COMMON AREA "A" (FUNCTIONAL OPEN SPACE & WATER HARVESTING)
COMMON AREA "B" (NATURAL OPEN SPACE)
COMMON AREA "C" (PRIVATE DETENTION BASIN)
COMMON AREA "D" (PUBLIC UTILITY & ACCESS)
COMMON AREA "E" (DRAINAGE WAY)
LIMITED COMMON AREA "F" (PUBLIC UTILITY & PRIVATE ACCESS)
A PORTION OF THE NORTHWEST QUARTER
SECTION 20, T 12 S, R 13 E
G & S R M, PIMA COUNTY, ARIZONA.
ORACLE ENGINEERING GROUP, INC.
1000 N. CAMPBELL AVE. SUITE 100
TUCSON, AZ 85719
APRIL 2016
SHEET 1 OF 2

SEQUENCE



EROSION HAZARD SETBACK LINE TABLE

LINE NO.	LENGTH	BEARING
E01	36.46'	S45° 05' 07.01"W
E02	194.84'	S47° 35' 03.17"W
E03	25.21'	S55° 15' 27.22"W
E04	18.18'	S81° 10' 33.67"W
E05	15.18'	S56° 58' 58.84"W
E06	16.88'	S41° 58' 43.72"W
E07	24.41'	S42° 48' 05.85"W
E08	15.73'	S57° 55' 15.02"W
E09	26.25'	S45° 15' 21.32"W
E10	18.17'	S50° 48' 56.77"W
E11	70.80'	S47° 35' 58.85"W
E12	21.12'	S50° 48' 36.49"W
E13	28.88'	S42° 52' 31.85"W
E14	27.88'	S49° 53' 21.31"W
E15	23.54'	S58° 44' 50.75"W
E16	15.77'	S53° 48' 02.21"W
E17	17.47'	S51° 08' 57.91"W
E18	64.84'	S48° 51' 35.37"W
E19	15.02'	S30° 34' 33.07"W
E20	10.00'	S30° 34' 33.07"W
E21	8.80'	S33° 57' 08.45"W
E22	10.79'	S24° 18' 08.60"W
E23	10.79'	S7° 51' 38.80"W
E24	19.85'	S12° 31' 46.38"W
E25	58.37'	N04° 18' 41.74"W
E26	83.08'	N05° 30' 41.75"W
E27	27.48'	N42° 18' 08.25"W
E28	41.83'	N05° 18' 33.22"W
E29	13.58'	N07° 30' 04.86"W
E30	24.00'	S05° 30' 36.73"W
E31	32.72'	S48° 52' 31.85"W
E32	13.00'	S05° 48' 02.21"W
E33	23.72'	S38° 58' 43.89"W
E34	19.44'	N02° 15' 08.85"W

EROSION HAZARD SETBACK LINE TABLE

LINE NO.	LENGTH	BEARING
E35	30.32'	S05° 30' 41.75"W
E36	28.25'	S02° 58' 16.41"W
E37	28.86'	S37° 10' 38.87"W

FLOOD LINE TABLE

LINE NO.	LENGTH	BEARING
F01	14.84'	S45° 05' 07.01"W
F02	131.48'	S47° 35' 03.17"W
F03	21.45'	S55° 15' 27.22"W
F04	18.81'	S81° 10' 33.67"W
F05	14.41'	S56° 58' 58.84"W
F06	18.88'	S41° 58' 43.72"W
F07	22.47'	S42° 48' 05.85"W
F08	15.18'	S57° 55' 15.02"W
F09	26.25'	S45° 15' 21.32"W
F10	15.73'	S50° 48' 56.77"W
F11	70.81'	S47° 35' 58.85"W
F12	21.12'	S50° 48' 36.49"W
F13	28.88'	S42° 52' 31.85"W
F14	27.88'	S49° 53' 21.31"W
F15	23.54'	S58° 44' 50.75"W
F16	15.77'	S53° 48' 02.21"W
F17	17.47'	S51° 08' 57.91"W
F18	64.84'	S48° 51' 35.37"W
F19	15.02'	S30° 34' 33.07"W
F20	10.00'	S30° 34' 33.07"W
F21	8.80'	S33° 57' 08.45"W
F22	10.79'	S24° 18' 08.60"W
F23	10.79'	S7° 51' 38.80"W
F24	19.85'	S12° 31' 46.38"W
F25	58.37'	N04° 18' 41.74"W
F26	83.08'	N05° 30' 41.75"W
F27	27.48'	N42° 18' 08.25"W
F28	41.83'	N05° 18' 33.22"W
F29	13.58'	N07° 30' 04.86"W
F30	24.00'	S05° 30' 36.73"W
F31	32.72'	S48° 52' 31.85"W
F32	13.00'	S05° 48' 02.21"W
F33	23.72'	S38° 58' 43.89"W
F34	19.44'	N02° 15' 08.85"W

FLOOD LINE TABLE

LINE NO.	LENGTH	BEARING
F35	17.83'	S37° 38' 22.07"W
F36	87.00'	N07° 33' 40.09"W
F37	82.50'	N05° 18' 41.74"W
F38	94.24'	N05° 50' 42.70"W
F39	23.80'	S07° 33' 51.77"W
F40	15.84'	N04° 18' 37.04"W
F41	23.80'	N30° 07' 43.10"W
F42	4.81'	S07° 58' 30.73"W
F43	28.57'	S48° 51' 31.05"W
F44	6.29'	S55° 44' 48.27"W
F45	3.42'	S35° 52' 42.99"W

FLOOD LINE TABLE

LINE NO.	LENGTH	BEARING
F46	6.29'	S55° 44' 48.27"W
F47	11.48'	S45° 38' 28.04"W

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	1.15'	156.50'	6.43°	S05° 12' 43"W	1.15'
C2	17.27'	156.50'	8.22°	S08° 31' 47"W	17.27'
C3	68.06'	50.00'	77.86°	S09° 31' 47"W	68.83'
C4	84.21'	50.00'	86.50°	N78° 38' 47"W	74.86'
C5	82.72'	50.00'	80.41°	S21° 33' 15"W	80.31'
C6	40.00'	50.00'	45.84°	S31° 44' 08"W	38.84'
C7	10.32'	50.00'	11.71°	S60° 30' 40"W	10.30'
C8	28.85'	50.00'	23.86°	S78° 11' 58"W	28.85'
C9	18.30'	50.00'	5.43°	N07° 15' 08"W	18.30'
C10	99.37'	263.50'	18.53°	N74° 46' 08"W	99.37'
C11	47.86'	25.00'	108.30°	N08° 28' 54"W	40.76'
C12	5.86'	127.50'	2.50°	S3° 31' 57"E	5.86'
C13	4.86'	127.50'	2.33°	N1° 08' 43"W	4.86'
C14	18.40'	25.00'	37.26°	S48° 12' 47"W	18.11'
C15	10.50'	25.00'	24.18°	S55° 18' 48"W	10.47'
C16	38.37'	25.00'	80.00°	N44° 58' 07"W	35.36'
C17	38.37'	25.00'	80.00°	N45° 01' 51"W	35.36'
C18	13.34'	50.00'	15.26°	S88° 23' 11"W	13.30'
C19	10.77'	50.00'	13.34°	S88° 34' 28"W	10.74'
C20	13.88'	50.00'	15.81°	S54° 27' 19"W	13.84'
C21	45.10'	50.00'	51.88°	N72° 20' 28"W	44.78'
C22	71.43'	50.00'	81.80°	N47° 53' 36"W	100.80'
C23	71.30'	50.00'	81.71°	N47° 53' 08"W	244.20'
C24	45.27'	50.00'	51.82°	N72° 20' 58"W	43.70'
C25	13.88'	50.00'	15.81°	S54° 27' 19"W	13.84'
C26	24.11'	50.00'	27.82°	S78° 08' 24"W	23.87'

LINE TABLE

LINE NO.	LENGTH	BEARING
L1	36.29'	S32° 50' 10.07"W
L2	6.82'	N05° 29' 18.30"W
L3	27.46'	N05° 29' 18.30"W
L4	25.77'	N32° 18' 05.98"W
L5	17.30'	N30° 18' 03.38"W
L6	31.58'	N37° 54' 16.10"W
L7	42.97'	N37° 57' 27.75"W
L8	40.37'	N34° 37' 04.23"W
L9	35.91'	N30° 01' 21.17"W
L10	17.02'	N42° 01' 10.38"W
L11	34.17'	N47° 22' 58.46"W
L12	38.57'	N05° 07' 08.07"W
L13	48.38'	S24° 08' 46.38"W
L14	18.87'	S05° 07' 16.84"W
L15	10.00'	S40° 58' 31.52"W
L16	20.00'	N05° 30' 22.07"W
L17	10.00'	N05° 30' 22.07"W
L18	31.37'	S05° 10' 56.01"W

ROPERIAN HABITAT LIMITS

LINE NO.	LENGTH	BEARING
R01	13.88'	N44° 30' 27.07"E
R02	28.16'	N22° 13' 38.87"E
R03	8.80'	N05° 31' 38.87"E
R04	34.28'	N32° 08' 41.70"E
R05	8.56'	N30° 18' 03.38"E
R06	17.24'	N37° 54' 16.10"E
R07	106.50'	N47° 53' 13.87"E
R08	51.32'	N48° 51' 11.04"E
R09	51.87'	N45° 07' 08.87"E
R10	43.83'	N48° 18' 24.20"E
R11	28.07'	N05° 48' 10.86"E

OVERTON HEIGHTS 41/92 M&P

**P16FP00002
P15TP00004
Co9-15-02**

**FINAL PLAT
FOR
LINDA VISTA HEIGHTS SUBDIVISION
LOTS 1-34**

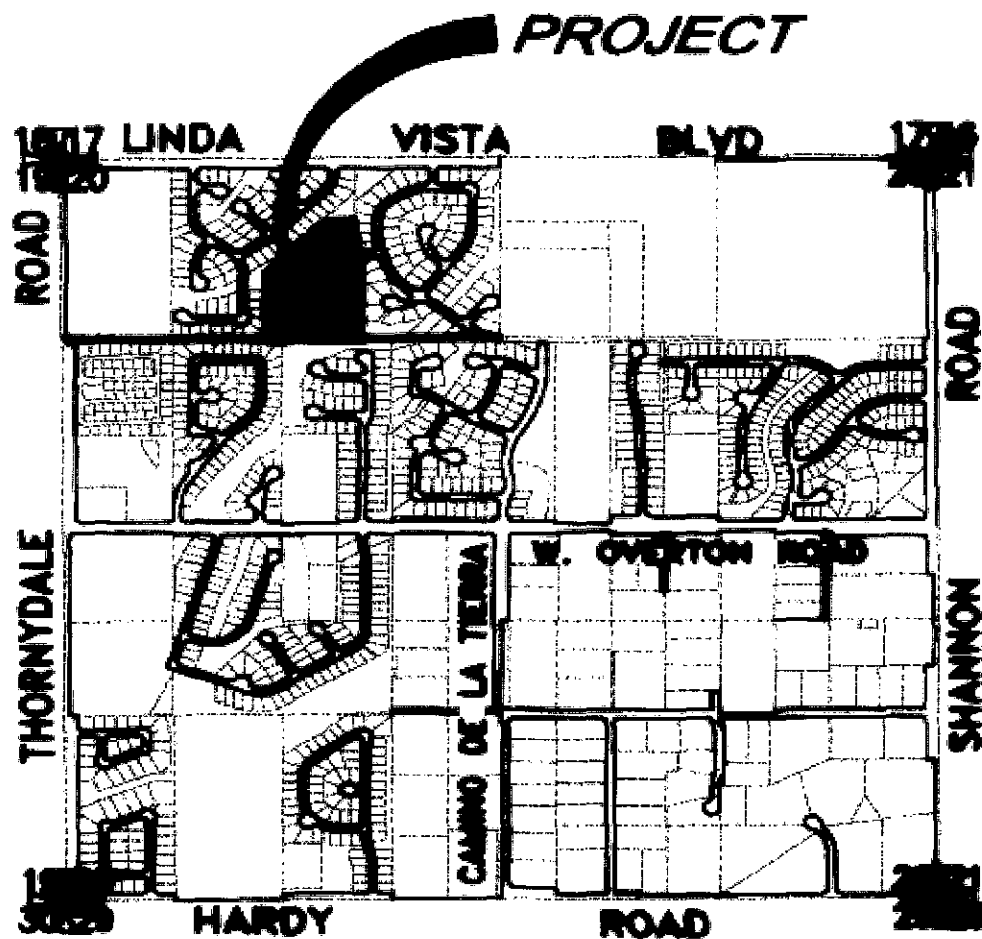
COMMON AREA "A" (FUNCTIONAL OPEN SPACE & WATER HARVESTING)
COMMON AREA "B" (NATURAL OPEN SPACE)
COMMON AREA "C" (PRIVATE DETENTION BASIN)
COMMON AREA "D" (PUBLIC UTILITY & ACCESS)
COMMON AREA "E" (DRAINAGE WAY)
LIMITED COMMON AREA "F" (PUBLIC UTILITY & PRIVATE ACCESS)

A PORTION OF THE NORTHWEST QUARTER
SECTION 20, T 12 S, R 13 E
G. & S. R. M. PMA COUNTY, ARIZONA

APRIL 2018
SHEET 2 OF 2

ORACLE ENGINEERING GROUP, INC.
2000 N. GILBERT AVENUE, SUITE 100
MESA, ARIZONA 85204

SEQUENCE



LOCATION MAP

SECTION 20, T12S, R13E, G&SRM,
PIMA COUNTY, ARIZONA

3" = 1 MILE

Final Plat

P16FP00002

Linda Vista Heights Subdivision, a portion of the northwest quarter of Section 20,
T12s, R13E, G. & S. R. M. Pima County, Arizona

Lots 1-34 and Common Areas "A, B, C, D, E and F"

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P16FP00002]

THIS AGREEMENT is made and entered into by and between PRF3, L.L.C., an Arizona limited liability company or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,450; 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 1-34 and Common Areas "A" (Open Space), "B" (Natural Open Space), "C" (Detention Basin), "D" (Public Utility & Access), "E" (Drainage Way) and Limited Common Area "F" (Private Utility & Access) OF LINDA VISTA HEIGHTS SUBDIVISION 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 _____ day of _____, 20____, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: PRF3, L.L.C., an Arizona limited liability company

Chair, Board of Supervisors

By: _____

Its: MANAGER

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No 60,450, and not in its corporate capacity

Clerk of the Board

By: _____

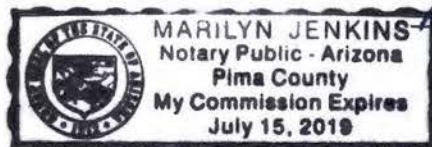
Its: TRUST OFFICER

STATE OF ARIZONA)

County of Pima)

The foregoing instrument was acknowledged before me this 4th day of February, 2016, by Ronina L. Fickbohm as Manager of PRF3, L.L.C., an Arizona limited liability company ("Subdivider"),

My Commission Expires: 7/15/2019



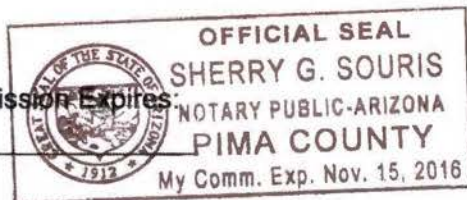
Notary Public

STATE OF ARIZONA)

County of Pima)

The foregoing instrument was acknowledged before me this 12th day of February, 2016, by MARLETTA 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 60,450

My Commission Expires: _____



Notary Public