

BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 4/17/2018

Title: Standar	rd Assurance A ounty Settleme	Agreements pursuar ent Agreement	nt to Stewart Title	& Trust, USH/SV	'A Star Valley, LLC and
Introduction/	Background:				
	-	nts for all unreleased P56055, P1200-184	blocks within the S	pecific Plan Area fo	or Star Valley Master Block
Discussion:					
Settlement Agresq.2016222042	eement betweer 20 which states i ed blocks within	n Stewart Title & Trus n Item 3 that "Develo	it, USH/SVA Star V per and County wil	alley, LLC and Pim I enter into standar	nay be recorded per the la County recorded in dissurance agreements 30 days of the effective
		reements are being p ck 12, Block 16, Block			nay be recorded: Block 1, i.
Conclusion: 10 Assurance A	Agreements for ı	eview and approval			
Recommenda Staff recommer Agreement	ation: nds the Board of	^f Supervisors approve	e the 10 Assurance	Agreements per th	ne terms of the Settlement
Fiscal Impact	t:				
Board of Sup	ervisor Distri	ct:			
□ 1	□ 2	⋈ 3	□ 4	□ 5	□ All
Department: [Development S	ervices	Te	lephone: <u>520-72</u> 4	-9900
Contact: <u>F</u>	Robin Freiman		Te	lephone: 520-724	-7570
Department D	irector Signatu	re/Date:	lad Blace	kwell	3/21/18

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

[P1200-184]

THIS AGREEMENT is made and entered into by and between USH/SVA STAR VALLEY, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3701; 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

- 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 BLOCK 1 MASTER BLOCK PLAT STAR VALLEY, BLOCKS 1 THROUGH 30 recorded in Book 56 of Maps and Plats at page 55 on the 7th day of November, 2002, 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 inlieu 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 ten 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 2018, which is the date of approval of this agreement	
PIMA COUNTY, ARIZONA	BY: USH/SVA STAR VALLEY, LLC, an Arizona limited liability company By: SVA Corporation, Member
Chair, Board of Supervisors	By: Desare
	Its: V, P
ATTEST:	BY: US Home Corporation Mountain Land Operations, Member
	By: Dun la la
	Its:
	TRUSTEE: Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee under Trust No 3701, and not in its corporate capacity
	By: Mil See
Clerk of the Board	Its: CIVUST Officer
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged being March, 2018, by J. R. Cesare, V.P. of SVA Corpor corporation, on behalf of the corporation.	
My Commission Expires:	OFFICIAL SEAL ANN WATTERSON ry Public - State of Arizona PIMA COUNTY
STATE OF ARIZONA) County of Pima)	omm. Expires Jan. 21 2021
The foregoing instrument was acknowledged bef March. 2018, by Kevin Tarbox	of
an Delaware corporation, on behalf of the corporation	tion. ("Subdivider"),
(01) 2-18	
My Commission Expires: OFFICIAL SEAL M. JOLLY Notary Public - State of Arizona PIMA COUNTY My Comm. Expires June 1, 2018	STATE OF ARIZONA
g and bound white it 2010	

STATE OF ARIZONA)
County of Pima)
The foregoing instrument was	s acknowledged before me this / day of
March, 20/8,	by Dors 1. Cark Trust Change
Stewart Title	9 Trust Of Tucson ("Trustee"),
an Arizona corporation, on bel	nalf of the corporation, as trustee under trust number 3701.
	- Ship
My Commission Evniron	Motary Public
My Commission Expires:	_
	OFFICIAL SEAL
	LEE ANN WATTERSON
	Notary Public - State of Arizona
	PIMA COUNTY My Comm. Expires Jan. 21 2021
	Charles and the second

[P1200-184]

THIS AGREEMENT is made and entered into by and between USH/SVA STAR VALLEY, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3701; 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

- 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 BLOCK 3 MASTER BLOCK PLAT STAR VALLEY, BLOCKS 1 THROUGH 30 recorded in Book 56 of Maps and Plats at page 55 on the 7th day of November, 2002, 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 inlieu fee.
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2.17. Effective Date. This Agreement is 2018, which is the date of approval of this agree	ement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: USH/SVA STAR VALLEY, LLC, an Arizona limited liability company BY: SVA Corporation, Member
Chair, Board of Supervisors	By: Allena
	Its:
	BY: US Home Corporation Mountain Land
ATTEST:	Operations, Member
	BY: Our Key
	Its:
,	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3701, and not in its corporate capacity
	By: Dris I Cen
Clerk of the Board	Its: AVOST DAcer
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged, 20_18, by	esare, P. of
an Arizona corporation, on behalf of the corpor	("Subdivider"),
arry mzoria corporation, or benail of the corpor	allon.
My Commission Expires:	
	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona
STATE OF ARIZONA) County of Pima)	PIMA COUNTY My Comm. Expires Jan. 21 2021
The foregoing instrument was acknowledged	•
, 20, by	of ("Subdivider"),
an Arizona corporation, on behalf of the corpor	ation.
My Commission Expires:	. JOLLY Ilic · State of Arizona A COUNTY Expires June 1, 2018
Assurance Agreement Page	3.4 of 4 10/14

STATE OF ARIZONA County of Pima))
The foregoing instrument wa <u>March</u> , 20 <u>18</u> <u>3+ewar+ Title</u>	s acknowledged before me this day of
an Arizona corporation, on be	half of the corporation, as trustee under trust number 3701.
	lis
My Commission Expires:	OFFICIAL SEAL LEE ANN WATTERSON
	Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021

[P1200-184]

THIS AGREEMENT is made and entered into by and between USH/SVA STAR VALLEY, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3701; and Pima County, Arizona ("County").

1. RECITALS

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2.17. Effective Date. This Agreement is 2018, which is the date of approval of this agree	ement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: USH/SVA STAR VALLEY, LLC, an Arizona limited liability company BY: SVA Corporation, Member
Chair Roard of Supervisors	By: Alexan
Chair, Board of Supervisors	Its: V. P.
	BY: US Home Corporation Mountain Land
ATTEST:	Operations, Member BY:
	Its:
	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3701, and not in its corporate capacity
	By: 1211 / le
Clerk of the Board	Its: Frost afficer
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged March, 2018, by Sceen & Co	of
an Arizona corporation, on behalf of the corpor	ration ("Subdivider"),
an Anzona corporation, on behalf of the corpor	
My Commission Expires:	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021
STATE OF ARIZONA) County of Pima)	SECOND COMMANDED HAS COLUMN TO THE CONTRACT OF
The foregoing instrument was acknowledged, 20, by	
an Arizona corporation of Material de carpor	cation ("Subdivider"),
an Arizona corporation, on behalf of the corporation of the corporatio	L LLOUI
MA Comi Emps Luncy, 2016	
Assurance Agreement Page	e 4 of 4 10/14

STATE OF ARIZONA County of Pima)		
County of Fillia	,		
		·5+	
The foregoing instrument w	as acknowledged be	efore me this / St day of of ("Trustee")	
Stewart Title 1	S, by Doris J. Clai	VK, IVUST OFFICER OF	
546Mai + 11476 1	TYUST OF TOEST	(" Trustee "), ion, as trustee under trust number 3701.	
an / mzona corporation, on s	chair of the corporation		
		and the second second	
My Commission Expires:		Notary Public	
My Commission Expires:			
		OFFICIAL SEAL LEE ANN WATTERSON	
		Notary Public - State of Arizona	
		PIMA COUNTY My Comm. Expires Jan. 21 2021	

[P1200-184]

THIS AGREEMENT is made and entered into by and between JRC 87 TRUST or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3697; 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.

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- 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.
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- 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 ten 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.

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- 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.

	s Agreement is effective on theday of, ral of this agreement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: JRC 87 TRUST
Chair, Board of Supervisors	By: Searce Its: TRUSTEE
ATTEST:	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3697, and not in its corporate capacity
Clerk of the Board	By: JUN J Clum Its: TRUST OFFICER
	acknowledged before me thisday of oseph R. Cesare, Trustee of JRC 87 TRUST(" Subdivider "),
My Commission Expires:	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021
STATE OF ARIZONA County of Pima	And the second s
	acknowledged before me thisday of poris J. Clark, Trust Officer of Stewart Title & Trust of Tucson, ion, on behalf of the corporation, as trustee under trust number_
My Commission Expires:	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021

[P1200-184]

THIS AGREEMENT is made and entered into by and between JRC 87 TRUST or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3697; 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

- 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 MASTER BLOCK PLAT STAR VALLEY, BLOCK 12 recorded in Book 56 of Maps and Plats at page 55 on the 7th day of____ November, 2002, 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 inlieu fee.
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- 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.
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- A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with paragraph 2.12, and
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2018, which is the date of approval of this agreemen	
PIMA COUNTY, ARIZONA	SUBDIVIDER: JRC 87 TRUST
	By: Mens
Chair, Board of Supervisors	Its: TRUSTEE
ATTEST:	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3697, and not in its corporate capacity
	By: MI Cle
Clerk of the Board	Its: <u>TRUST OFFICER</u>
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged befo March, 20 <u>18,</u> by Joseph R. Cesare, T	Trustee of JRC 87 TRUST
	("Subdivider"),
	OFFICIAL SEAL EE ANN WATTERSON Notary Public - State of Arizone PIMA COUNTY My Comm. Expires Jan. 21 2021
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged before March, 2018, by Doris J. Clark, Trust	· · · · · · · · · · · · · · · · · · ·
(Trustee"), an Arizona corporation, on behalf of the 3697.	
LEE ANN Notary Public PIMA	Notary Public CIAL SEAL WATTERSON - State of Arizona COUNTY (pires Jan. 21 2021

[P1200-184]

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- 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.

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- 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 MASTER BLOCK PLAT STAR VALLEY, BLOCK 16 recorded in Book 56 of Maps and Plats at page 55 on the 7th day of____ November, 2002, in the Office of the Pima County Recorder.
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PIMA COUNTY, ARIZONA	SUBDIVIDER: JRC 87 TRUST
	By: Allers
Chair, Board of Supervisors	Its: TRUSTEE
ATTEST:	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3697, and not in its corporate capacity
	By: Jul Cem
Clerk of the Board	Its: TRUST OFFICER
STATE OF ARIZONA) County of Pima) The foregoing instrument was acknowledged before	ore me this / day of
March, 2018, by Joseph R. Cesare, 7	Trustee of JRC 87 TRUST
	("Subdivider"),
Note	OFFICIAL SEAL ANN WATTERSON ary Public - State of Arizona PIMA COUNTY Comm. Expires Jan. 21 2021
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My Commission Expires: LEE AN Notary Pu	FICIAL SEAL N WATTERSON ublic - State of Arizona MA COUNTY Expires Jan. 21 2021

[P1200-184]

THIS AGREEMENT is made and entered into by and between JRC 87 TRUST or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3697; 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

- 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 MASTER BLOCK PLAT STAR VALLEY, BLOCK 17 recorded in Book 56 of Maps and Plats at page 55on the 7th day of November, 2002, 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 inlieu 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 ten 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.

- 2.4. 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.
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- 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.
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- 2.12. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider not more than ten 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 replat 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.

	of this agreement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: JRC 87 TRUST
	By: Sene
Chair, Board of Supervisors	Its: TRUSTEE
ATTEST:	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3697, and not in its corporate capacity
Clerk of the Board	Its: TRUST OFFICER
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was ack	nowledged before me thisday of eph R. Cesare, Trustee of JRC 87 TRUST("Subdivider"),
My Commission Expires: ———————————————————————————————————	OFFICIAL SEAL. LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021
	nowledged before me this /day of s J. Clark, Trust Officer of Stewart Title & Trust of Tucson, on behalf of the corporation, as trustee under trust number_
My Commission Expires:	Notary Public
	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021

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

[P1200-184]

THIS AGREEMENT is made and entered into by and between USH/SVA STAR VALLEY, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3701; 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 BLOCK 19 MASTER BLOCK PLAT STAR VALLEY, BLOCKS 1 THROUGH 30 recorded in Book 56 of Maps and Plats at page 55 on the 7th day of November, 2002, 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 inlieu 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 ten 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 replat 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 effe 2018, which is the date of approval of this agreement	
PIMA COUNTY, ARIZONA	BY: USH/SVA STAR VALLEY, LLC, an Arizona limited liability company By: SVA Corporation, Member
Chair, Board of Supervisors	By: Desme
ATTEST:	BY: US Home Corporation Mountain Land Operations, Member By: Street Land Its: Street Land By: Street Land
	TRUSTEE: Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee under Trust No 3701, and not in its corporate capacity
	By: Did I Chan
Clerk of the Board	Its: <u>IVUST Officer</u>
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged before March, 2018, by J. R. Cesare, V.P. of SVA Corporation, on behalf of the corporation.	
My Commission Expires: STATE OF ARIZONA	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY
County of Pima)	My Comm. Expires Jan. 21 2021
The foregoing instrument was acknowledged beform March, 2018, by	of
an Delaware corporation, on behalf of the corporation	on. ("Subdivider"),
My Commission Expires: OFFICIA M. JO Notary Public - S PIMA CO	OLLY OLIVERS OF Arizona
G·1-2018 PIMA COMM. Expire	STATE OF ARIZONA

STATE OF ARIZONA	
County of Pima	
•	•
	t.
The foregoing instrument was	acknowledged before me thisday of
Marer, 20/8,	by Doris J. Clark of
Stewart Title of T	
an Arizona corporation, on beh	nalf of the corporation, as trustee under trust number 3701.
	My
	Notary Public
My Commission Expires:	
	OFFICIAL SEAL
	LEE ANN WATTERSON Notary Public - State of Arizona
	My Comm. Expires Jan. 21 2021

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

[P1200-184]

THIS AGREEMENT is made and entered into by and between USH/SVA STAR VALLEY, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3701; 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 BLOCK 21 MASTER BLOCK PLAT STAR VALLEY, BLOCKS 1 THROUGH 30 recorded in Book 56 of Maps and Plats at page 55 on the 7th day of November, 2002, 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 inlieu 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
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- 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 ten 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.
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- 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 2018, which is the date of approval of this agreement	
PIMA COUNTY, ARIZONA	SUBDIVIDER: USH/SVA STAR VALLEY, LLC, an Arizona limited liability company BY: SVA Corporation, Member
Chair, Board of Supervisors	By:
onall, Double or Supervisors	Its: 2 P
	BY: US Home Corporation Mountain Land
ATTEST:	Operations, Member
	BY: Olm 1 wy
	Its:
	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3701, and not in its corporate capacity
	By:
Clerk of the Board	Its: This officer
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged before March, 2018, by Joseph R. Ces	
an Arizona corporation, on behalf of the corporation	("Subdivider"),
My Commission Expires:	OFFICIAL SEAL LEE ANN WATTERSON
	Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged before, 20, by	of
an Arizona corporation, on behalf of the corporatio	n. , , , , , , , , , , , , , , , , , , ,
OFFICIAL	SEAL TO COOL
My Commission Expires: M. JOL Notary Public - State PIMA COU My Comm. Expires J	e of Arizona
Assurance Agreement Page 4	10/14

STATE OF ARIZONA County of Pima))
The foregoing instrument wa <u>March</u> , 2018, Stewart The Fore	s acknowledged before me thisday of by <u>Doris J. Clark_, Trust officer</u> of(" Trustee "),
	half of the corporation, as trustee under trust number 3701.
My Commission Expires:	Notary Public
	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021

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

[P1200-184]

THIS AGREEMENT is made and entered into by and between USH/SVA STAR VALLEY, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), STEWART TITLE & TRUST OF TUCSON, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 3701; 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 BLOCK 25 MASTER BLOCK PLAT STAR VALLEY, BLOCKS 1 THROUGH 30 recorded in Book 56 of Maps and Plats at page 55 on the 7th day of November, 2002, 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 inlieu 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 ten 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.

2018, which is the date of approval of this agr	reement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: USH/SVA STAR VALLEY, LLC, an Arizona limited liability company BY: SVA Corporation, Member
	By:
Chair, Board of Supervisors	Its: P.
	BY: US Home Corporation Mountain Land
ATTEST:	Operations, Member BY:
	ils.
	TRUSTEE: STEWART TITLE & TRUST OF TUCSON, an Arizona corporation, as Trustee under Trust No 3701, and not in its corporate capacity
	By: Jour S Clar
Clerk of the Board	Its: Trust Officer
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledge Llacen, 2018, by Joseph 2	. Cesare, V. P. of
an Arizona corporation, on behalf of the corp	("Subdivider"),
ann an ann an ann an ann an ann an ann an a	
My Commission Expires:	OFFICIAL SEAL LEE ANN WATTERSON Notary Public - State of Arizona PIMA COUNTY My Comm. Expires Jan. 21 2021
STATE OF ARIZONA) County of Pima)	Wig Collins Debate and the second of the sec
The foregoing instrument was acknowledge, 20, by	
	("Subdivider"),
an Arizona corporation, on behalf of the corp	oration. DEFICIAL SEAL M. JOLLY
(c.\.20\%	Public · State of Arizona PIMA COUNTY rmm. Expires June 1, 2018 10/14

County of Pima)
The foregoing instrument was acknowledged before me thisday of
March, 2018, by Doris 1. / lark, Trust officer of
Warch, 2018, by Doris 1. Clark, Trust officer of 3+wart Title & Trust of Tucson ("Trustee"),
an Arizona corporation, on behalf of the corporation, as trustee under trust number 3701.
- Independent
NotaryPublic
My Commission Expires:
OFFICIAL SEAL
LEE ANN WATTERSON
Notary Public - State of Arizona PIMA COUNTY
My Comm. Expires Jan. 21 2021