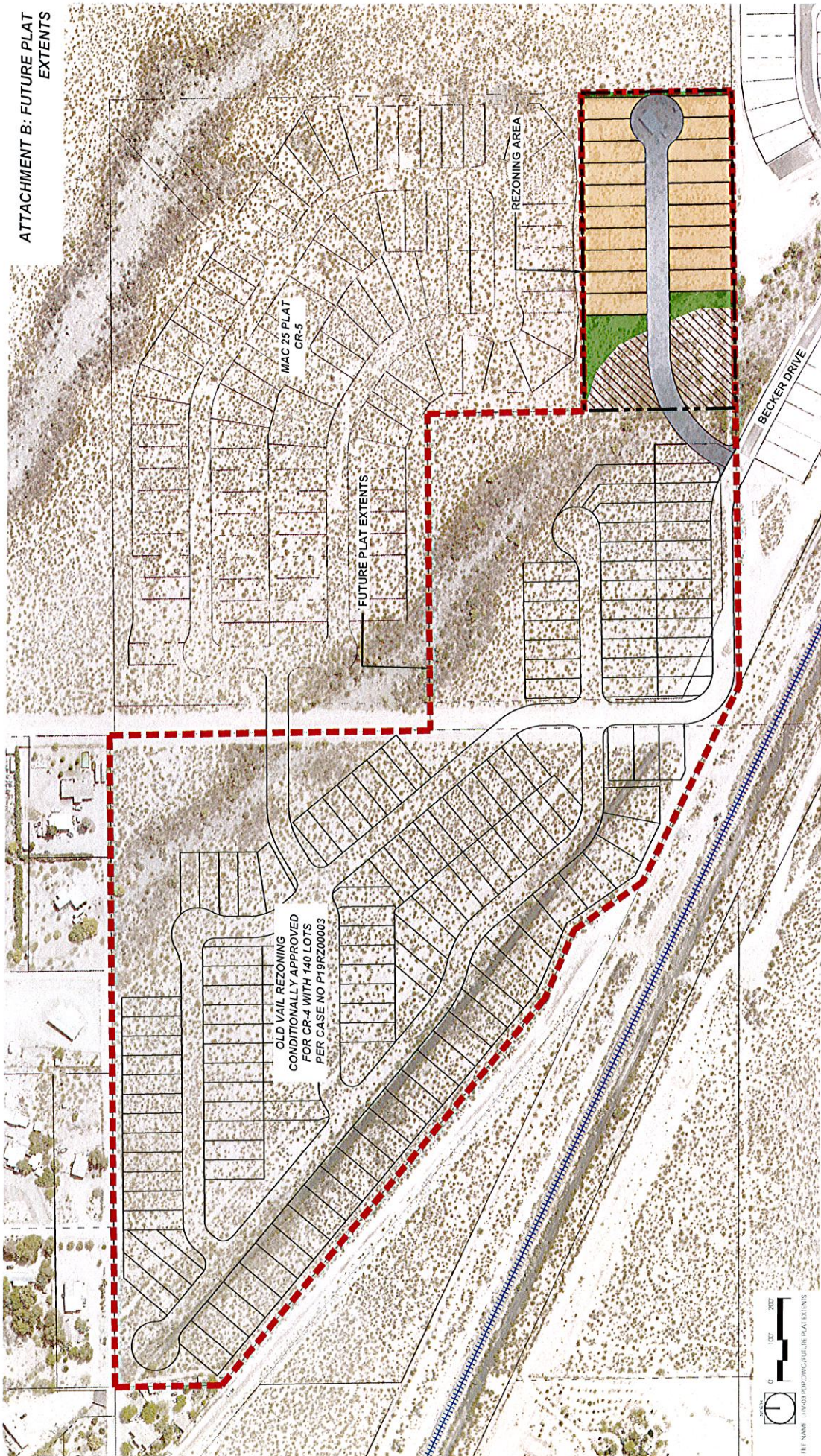
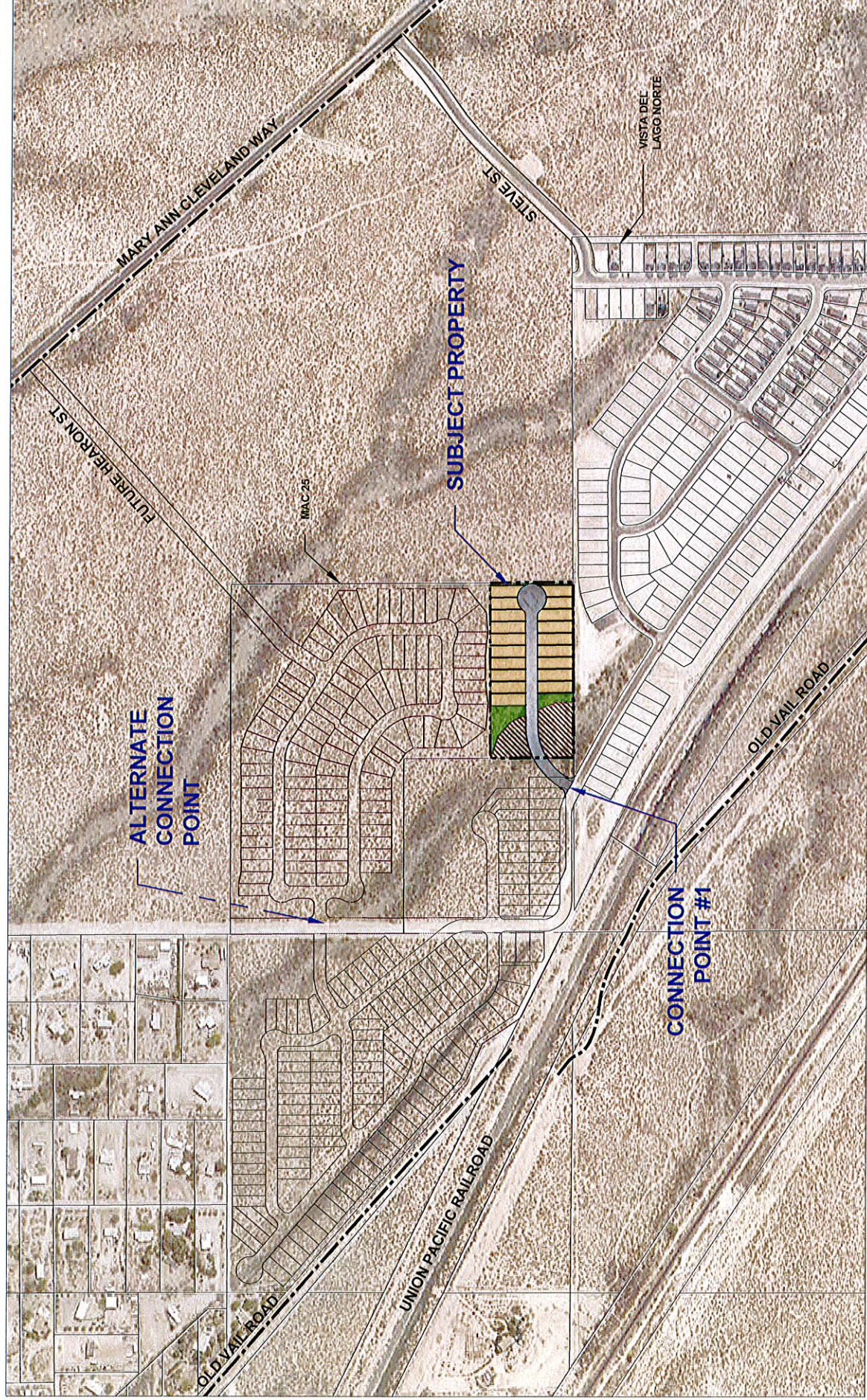


ATTACHMENT B: FUTURE PLAT
EXTENTS



ATTACHMENT C: SITE ACCESS



AGREEMENT

This Agreement (the "Agreement") dated as of January 7, 2020 by and between the Vail Unified School District No. 20, a political subdivision of the State of Arizona (the "District"), and L.H. Vail L.L.C., an Arizona limited liability company (the "Developer") its successors, assigns and/or optionees, for the project to be known as Bohlmann (the "Project"), the parties agree to the following:

In consideration of the potential impact of the Project on the resources of the District, the parties have agreed to the following:

1. High quality schools are in the best interest of the District, present and future residents of the District and the Project. Payment of per residence education fees as provided herein will permit the District to improve and enhance the school facilities that will serve the Project
2. The Project as described on Exhibit A attached hereto consists of approximately 5 acres that are intended to consist of single-family residences.
3. Developer, its successors, assigns and/or optionees, agrees to pay to the District education fees in accordance with the following:
 - a. an amount equal to One Thousand Two Hundred and No Dollars (\$1,200.00) for each residential detached dwelling constructed within the Project (the "Detached Dwelling Fee");

The Detached Dwelling Fee, Attached Dwelling Fee and the Multi-Family Dwelling Fee are collectively referred to herein as the "Education Fee." Developer its successors, assigns and/or optionees' obligation to pay the Education Fee hereunder shall constitute a lien upon each residential lot or unit in the Project until paid. Notwithstanding anything in this Agreement to the contrary, in the event that Developer shall transfer fee title in and to all or any of such residential lots or units to a person or legal entity other than to a residential home buyer with a residential attached or detached dwelling having been substantially completed on such lot(s) or unit(s), the obligation of Developer to pay the Education Fee hereunder automatically shall cease and be deemed to be assigned to and assumed by such successor owner of such lot(s).

4. The Attached Fee and Detached Fee shall be paid at the closing of the sale of each residential dwelling.
5. The payment of the Education Fee described herein shall terminate if at any time a mandatory school impact fee in an amount equal to or greater than the Education Fee is imposed by the State of Arizona or any of its political subdivisions on residential development within the Project. If a mandatory school impact fee in an amount less than the Education Fee becomes legally binding on the residential development within the Project, the Education Fee shall be reduced by the difference between the mandatory school impact fee and Education Fee. In addition, payment of the Education Fee represents any and all obligations for any contribution or donation of any kind by the Developer its successors, assigns and/or optionees, with respect to the Project or any portion thereof.
6. Upon the payment to the District of a Detached Dwelling Fee, Attached Dwelling Fee and the Multi-Family Dwelling Fee, as applicable, with respect to any residential lot(s) or unit(s), such lot(s) or unit(s) shall be automatically released from the terms of the Agreement, and the District shall execute any lien release required by Developer its successors, assigns and/or optionees, upon request.

7. This Agreement shall be recorded in the office of the Pima County Recorder only after the pending rezoning is approved by the Pima County Board of Supervisors. If the pending rezoning is not approved by the Pima County Board of Supervisors before October 1, 2020, this Agreement shall be null and void and of no further force and effect.

DISTRICT:

VAIL UNIFIED SCHOOL DISTRICT NO. 20, a political subdivision of the State of Arizona

By: [Signature]

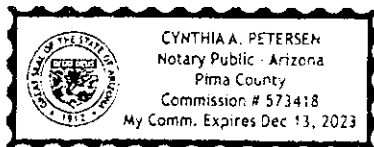
Calvin Baker
Its: Superintendent

STATE OF ARIZONA)

) ss:

County of Pima)

Subscribed and sworn to before me this 1st day of January, 2020 by Calvin Baker, Superintendent of Vail Unified School District No. 20, a political subdivision of the State of Arizona.



[Signature]

Signature of Notary Public

Notary Public, State of Arizona

My Commission Expires: 12/13/23

DEVELOPER:

LH VAIL, L.L.C.

By: [Signature]
By: Wuff C. Hearon, Manager of LH Vail, LLC

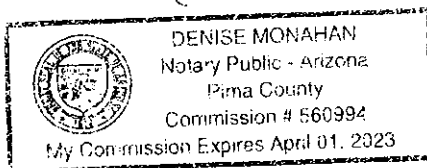
ITS: [Signature]
ITS: President of The Hearons, Manager of The Hearons

STATE OF ARIZONA

County of Pima

ss:

Subscribed and sworn to before me this 7th of January, 2020 by Wuff C. Hearon
as the Manager of the limited liability company



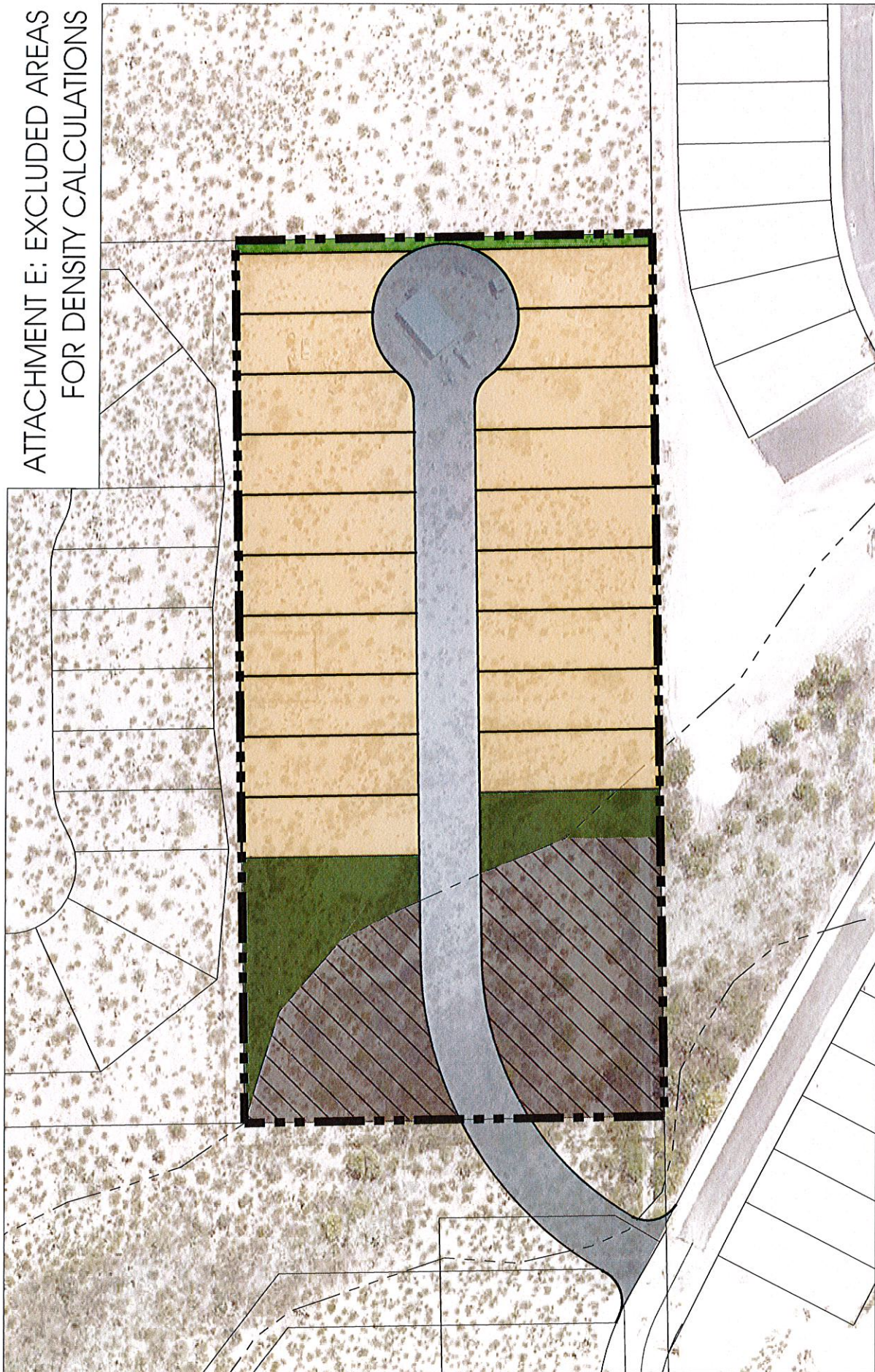
[Signature]

Signature of Notary Public

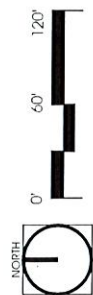
Notary Public, State of Arizona

My Commission Expires: 4/1/23

ATTACHMENT E: EXCLUDED AREAS FOR DENSITY CALCULATIONS



- LEGEND**
- PROJECT BOUNDARY
 - PARCELS
 - PIMA COUNTY XERORIPARIAN C
 - RIGHT OF WAY
 - 45' x 115' LOTS
 - FUNCTIONAL OPEN SPACE (COMMON AREA, OPEN SPACE, DRAINAGE BASINS, RECREATION AREA)
 - NATURAL OPEN SPACE
 - ENVIRONMENTALLY CONSTRAINED ACREAGE - EXCLUDED FROM DENSITY CALCULATIONS (1.35 AC)



FILE NAME: LHV-03_EXCLUDED AREAS.DWG/6.5X8.5 LS

Vail Water Company
14155 E. Via Rancho del Lago Blvd.
Vail, Arizona 85641
520-647-3679

RE: PARCEL# 305-07-001C

Subject: Assured Water Supply

Date March 10, 2020

Water Supply

This development lies within the Certificate of Convenience and Necessity of Vail Water Company. Vail Water Company has been designated by the State of Arizona, Department of Water Resources, as having a designation of Assured Water Supply. As with all properties within its CC&N, Vail Water Company would meet your water needs under the proposed CR-4 zoning. Vail Water Company, at this time has a 100 year assured water supply.

Water Service

The approval of water meter applications and service agreements is subject to the availability of water service at the time an application is made. The developer shall be required to submit a water master plan identifying but not limited to:

Water Use
Fire Flow Requirements
Offsite/Onsite Water Facilities
Loops and Proposed Connection Points to Existing Water System
Easements/Common Areas

Any specific area plan fees, facility fees and/or other needed facilities costs are to be paid by the developer.

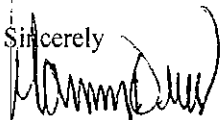
If the existing water system is not capable of meeting the requirements of the proposed development, the developer shall be fiscally responsible for modifythe existing water system to meet those needs.

This letter shall be null and void one year from the date of issuance.

Issuance of this letter is not to be construed as agency approval of a water plan or as containing construction review comments relative to conflicts with existing water lines and the proposed development.

If you have any questions, please call Vail Water Company at (520) 647-3679.

Sincerely



Manny Oros
Operations Manager
Vail Water Company



WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

January 21, 2020

Lexy Wellott
The Planning Center
2 E Congress Street, Suite 600
Tucson, Arizona 85701

Sewerage Capacity Investigation No. 2020-10 Type I

RE: **12010 E Old Vail Road Rezoning, Parcel 30507001C**
Estimated Flow 4,104 gpd (ADWF).
P20WC00010

Greetings:

The above referenced project is tributary to the Agua Nueva Water Reclamation Facility via the Southeast Interceptor.

Capacity is currently available for a project this size in the public sewer G-2016-065, downstream from manhole 2506-11. **Be aware** that there is considerable interest in development in this area and conditions can change rapidly.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date. Allocation of capacity is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-6607.

Reviewed by: Kurt Stemm, CEA Sr.

December 11, 2019

Pima County
Development Services Department
Planning Division
201 North Stone
Tucson, AZ 85701

Subject: **Bohlmann 5 Acres, Rezoning**
 Tax Parcel 305-07-001C

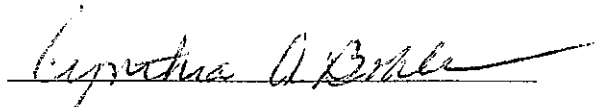
To Whom It May Concern:

As the owners of the above referenced tax parcel, we hereby authorize Steve Lenihan, Duff Hearon and The Planning Center, to act as our agents throughout the rezoning application process.

Very Truly Yours,

A handwritten signature in cursive script, reading "Scott A. Bohlmann", written over a horizontal line.

Scott A. Bohlmann

A handwritten signature in cursive script, reading "Cynthia A. Bohlmann", written over a horizontal line.

Cynthia A. Bohlmann