



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 9/21/2021

*= Mandatory, information must be provided

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

***Title:**

P21FP00002 New Subdivision Final Plat for STAR VALLEY BLOCK 7 PHASE III, LOTS 508 - 608

***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: 520-724-9900

Contact: Hussein Al Zubaidi

Telephone: 520-724-6404

Department Director Signature: _____

Date: 8/26/21

Deputy County Administrator Signature: _____

Date: 8/31/2021

County Administrator Signature: _____

Date: 8/31/21

ASSURANCE

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 202005R FROM TITLE SECURITY AGENCY, LLC AS RECORDED IN SEQUENCE NO. _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 12.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: CHAIR, BOARD OF SUPERVISORS _____ DATE _____
PIMA COUNTY, ARIZONA

ATTEST

I, JULIE CASTANEDA, 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 _____, 2021.

CLERK, BOARD OF SUPERVISORS _____ DATE _____

CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.



ERNEST GOMEZ, R.L.S. ARIZONA REGISTRATION NO. 27739

CERTIFICATION OF ENGINEERING

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



REGINA LYNN BEEM, P.E. ARIZONA REGISTRATION NO. 40206

RECORDED

STATE OF ARIZONA } S.S.
PIMA COUNTY }

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PSOMAS ON THIS _____ DAY OF _____, 2021 IN SEQUENCE NO. _____ PIMA COUNTY RECORDS.

GABRIELLA CAZARES-KELLY _____ DATE _____
COUNTY RECORDER

DEEDITION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE THE UNDERSIGNED DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.

WE HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS AND ROADS.

WE HEREBY DEDICATE AND CONVEY TO PIMA COUNTY EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF DRAINAGE FACILITIES, DETENTION BASINS, CHANNELS OR OTHER NECESSARY DRAINAGE INFRASTRUCTURE.

WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSES OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY SECOND AMENDMENT AND RESTATEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN SEQUENCE NO. 20193120748.

AN EASEMENT IS HEREBY GRANTED TO THE PUBLIC, PIMA COUNTY, AND ANY PUBLIC SERVICE CORPORATION REGULATED PURSUANT TO THE ARIZONA REVISED STATUTES, AS SUBSEQUENTLY AMENDED, WHICH PROVIDED ELECTRICAL, SEWER, GAS, WATER, CABLE TELEVISION OR TELEPHONE SERVICE, IN, OVER, AND UNDER THE AREAS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENTS, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF NECESSARY UNDERGROUND PUBLIC UTILITIES, DRAINAGE FACILITIES AND PUBLIC SEWER.

COMMON AREAS A1-A3, AND COMMON AREA B1, ARE HEREBY DECLARED AS COMMON AREAS FOR THE USE AND BENEFIT OF THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS FULLY SET FORTH IN THE SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STAR VALLEY AS SEQUENCE NUMBER 20193120748, AND AMENDED BY DECLARATION OF SCRIVENER'S ERROR RECORDED IN SEQUENCE NUMBER 20193120748, AND BY THE TRACT DECLARATION OF SECOND AMENDMENT AND RESTATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR VALLEY (AMENDMENT) RECORDED IN SEQUENCE NUMBER 20193120748, OFFICIAL RECORDS OF PIMA COUNTY AND THE AMENDMENT AND ANNEXATION THAT WILL BE RECORDED WITH THIS FINAL PLAT AT SEQUENCE NO. _____. THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION, SHALL OWN AND BE RESPONSIBLE FOR CONTROL, MAINTENANCE, AND VALUATION TAXES AND LIABILITY OF THE COMMON AREAS, TO INCLUDE PRIVATE DRAINAGEWAYS AND PRIVATE EASEMENTS WITHIN THIS SUBDIVISION.

OWNER-TRUSTEE OF ASSESSORS PARCELS

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202005R, ONLY AND NOT OTHERWISE.

BY: *Ernest Gomez* _____ DATE: 8/17/21
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
PIMA COUNTY }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF Aug, 2021, BY _____ WHO ACKNOWLEDGED HIMSELF TO BE THE TRUST OFFICER FOR TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202005R.

Ernest Gomez _____ 6/15/2023
NOTARY PUBLIC MY COMMISSION EXPIRES

BENEFICIARY

GAC STAR VALLEY LLC
6720 N SCOTTSDALE ROAD, SUITE 250
SCOTTSDALE, ARIZONA 85253

STAR VALLEY MASTER HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION GAC STAR VALLEY, LLC, THE DECLARANT OF STAR VALLEY MASTER HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS RECORDED IN SEQUENCE NUMBER 20193120748, ACKNOWLEDGES THE RESPONSIBILITIES DESIGNATED HEREON BY THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.

BY: _____
ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
PIMA COUNTY }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY _____ WHO ACKNOWLEDGED HIMSELF TO BE THE VALLEY MASTER HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES _____

PERMITTING NOTES

1. ZONING FOR THIS DEVELOPMENT IS STAR VALLEY SPECIFIC PLAN SFR-1.
2. GROSS DENSITY IS 6.14 RAC. (100 LOTS/16.29 ACRES=6.14).
3. AVERAGE LOT AREA PER DWELLING UNIT IS 5,807 SQ. FT.
4. THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 1987-212 AS APPROVED ON 12/1/87 AND AMENDED BY ORDINANCE NO. 1992-101 AS APPROVED ON 10/20/92 AND BY ORDINANCE NO. 1998-40 APPROVED ON 6/16/98.
5. ALL 100-YR FEMA FLOODPLAINS ARE CONTAINED WITHIN THE EXISTING, OFFSITE PUBLIC DRAINAGEWAY PER LOMR DATED APRIL 18, 2003.
6. MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.
7. DEVELOPMENT STANDARDS
MINIMUM ALLOWABLE LOT SIZE IS 3200 S.F.

SET-1

1. MINIMUM YARD REQUIREMENTS:
a. FRONT: 20 FT.
b. SIDE: 5 FEET FOR ONE-FAMILY DWELLING
0 FEET FOR DUPLEX EXCEPT REMAINING
SIDE YARD MUST BE A MINIMUM OF 10 FT.
c. REAR: 10 FT.

2. BUILDING HEIGHT LIMITATIONS:

- a. MAXIMUM HEIGHT: 30 FT
- b. MAXIMUM NUMBER OF STORIES: TWO

3. SETBACKS FOR CORNER LOTS ARE EQUAL TO THE SIGHT VISIBILITY TRIANGLE OR THE ZONING DESIGNATION SETBACKS, WHICHEVER IS GREATER.
- ACCESSORY STRUCTURES
TO MAIN BUILDING: 7 FT.
TO FRONT LOT LINE: 20 FT.
TO SIDE LOT LINE: 5 FT.
TO REAR LOT LINE: 5 FT.
MAXIMUM HEIGHT: 24 FT.
* A 10' REAR YARD SETBACK APPLIES TO LOTS 508 THROUGH 598 PER PREVIOUS APPROVAL BY THE PLANNING OFFICIAL. A 20' BUILDING SETBACK APPLIES TO LOTS 597 THROUGH 608

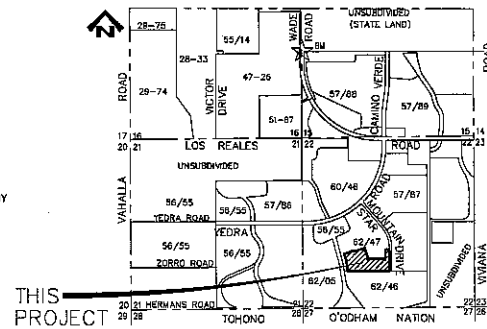
GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 16.29 ACRES.
2. TOTAL MILES OF RE-DEDICATED PUBLIC STREETS IS 0.43 MILES. TOTAL MILES OF NEW PRIVATE STREETS IS 0 MILES.
3. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
4. THE EXISTING EASEMENTS RECORDED IN BOOK 62, MAPS & PLATS, PAGE 47, LOCATED WITHIN THE BOUNDARY OF THIS PLAT ARE REVISED AND RE-DEDICATED AS SHOWN HEREON.
5. THE TOTAL NUMBER OF LOTS IS 101.

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	OVERVIEW SHEET
3 - 4	PLAN SHEETS

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22 BETWEEN FOUND MONUMENTS SHOWN HEREIN AS RECORDED IN STAR VALLEY BLOCK 7, BOOK 62 MAP, PAGE 47, SAID BEARING BEING: N 0°06'00" W A DISTANCE OF 1322.08



THIS PROJECT

LEGEND

- RIGHT-OF-WAY CENTERLINE
- LOT LINE
- SIGHT VISIBILITY TRIANGLE (SVT)
- EASEMENT LINE
- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE 2" BRASS CAP SURVEY MONUMENT STAMPED RLS 27739 TO BE SET AT COMPLETION OF PAVING
- LOT NUMBER
- SIGHT VISIBILITY TRIANGLE - SEE DETAILS SHT. 3&4
- KEYNOTE
- FOUND MONUMENT DESCRIBED AS NOTED
- 1/2" REBAR TO BE SET AT COMPLETION OF GRADING WITH TAG "RLS 27739"
- GENERAL ACCESS LOCATION

KEYNOTES

- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
- ② 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
- ③ 45' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT
- ④ SIGHT VISIBILITY TRIANGLE (SVT): SEE SHEET 3&4 FOR DETAILS
- ⑤ 20' BUILDING SETBACK (TYPE II STREET)

REF: P1206-075

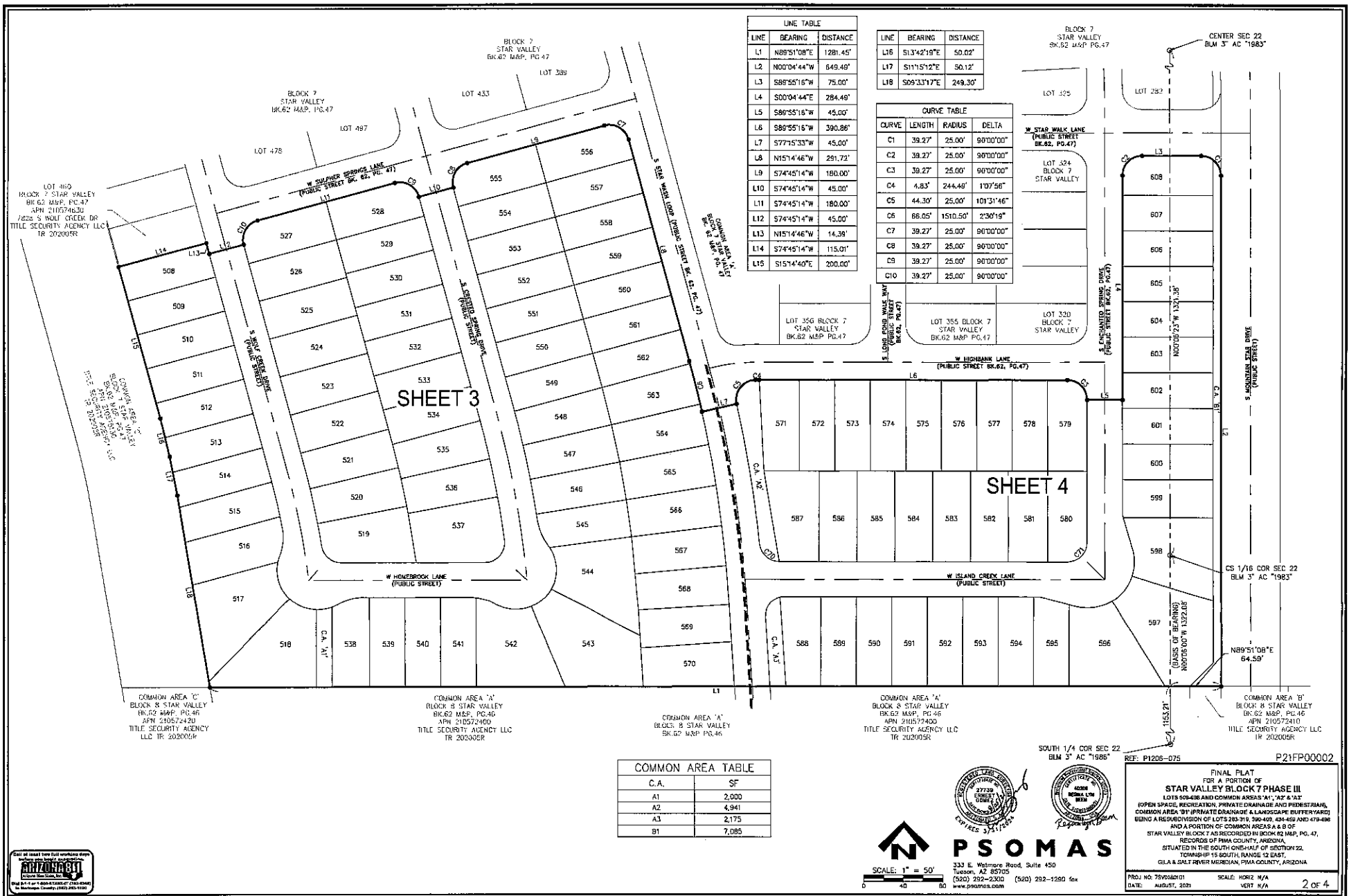
P21FP00002

FINAL PLAT FOR A PORTION OF STAR VALLEY BLOCK 7 PHASE III LOTS 598-608 AND COMMON AREAS "A1," "A2" & "A3" (OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN) COMMON AREA "B1" (PRIVATE DRAINAGE & LANDSCAPE SUPPORTED) BEING A RESUBDIVISION OF LOTS 283-319, 390-403, 434-459 AND 479-493 AND A PORTION OF COMMON AREAS A & B OF STAR VALLEY BLOCK 7 AS RECORDED IN BOOK 62 MAP, PAGE 47, RECORDS OF PIMA COUNTY, ARIZONA. SITUATED IN THE SOUTH ONE-HALF OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.	
PROJ. NO. 7540189-01 DATE: AUGUST, 2021	SCALE: HORIZ N/A VERT N/A
1 OF 4	

PSOMAS

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

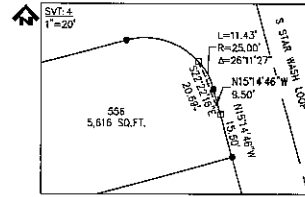
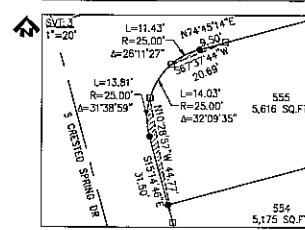
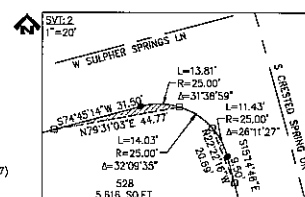
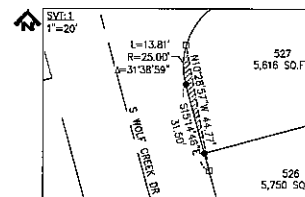






LINE	BEARING	DISTANCE
L19	S07°22'54"E	7.41'
C12	S41°12'53"W	17.32'
L21	N05°41'52"W	5.22'
L22	S47°59'19"E	19.37'

CURVE	LENGTH	RADIUS	DELTA
C11	33.19'	85.50'	29°02'07"
C12	34.66'	65.50'	30°19'00"
C13	34.66'	65.50'	30°19'00"
C14	36.76'	65.50'	32°09'25"
C15	87.85'	960.50'	4°02'50"
C16	35.28'	25.00'	80°50'49"
C17	42.67'	25.00'	97°46'58"
C18	39.27'	25.00'	90°00'00"
C19	39.27'	25.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	39.27'	25.00'	90°00'00"
C22	8.68'	51.50'	9°39'08"
C23	20.40'	51.50'	22°41'47"
C24	37.79'	51.50'	42°02'36"
C25	51.99'	51.50'	57°50'12"
C26	8.26'	51.50'	91°1'40"
C27	13.93'	960.50'	0°49'52"
C28	45.03'	960.50'	2°41'10"
C29	8.89'	960.50'	0°31'49"
C30	29.81'	1005.50'	1°41'55"
C31	44.97'	1005.50'	2°33'45"
C33	55.80'	1235.50'	2°35'16"
C34	49.18'	1235.50'	2°16'51"
C35	49.49'	1235.50'	2°17'42"
C36	3.28'	1235.50'	0°08'07"
C37	3.28'	1280.50'	0°08'48"
C38	44.26'	1280.50'	1°58'48"
C39	44.31'	1280.50'	1°58'58"
C40	44.31'	1280.50'	1°58'58"
C41	9.49'	1280.50'	0°25'28"
C42	3.80'	51.50'	4°13'31"
C43	55.69'	51.50'	61°57'33"
C44	35.00'	51.50'	38°26'20"
C45	47.47'	51.50'	52°48'38"
C46	25.74'	65.50'	22°31'02"
C49	8.92'	65.50'	7°47'58"
C51	51.42'	1510.50'	1°57'01"
C52	51.42'	1510.50'	1°57'01"
C53	52.27'	1510.50'	1°58'58"
C54	42.30'	1510.50'	1°36'16"
C55	52.80'	1510.50'	2°00'10"
C56	3.28'	1510.50'	0°07'27"
C57	29.56'	1005.50'	1°41'03"
C58	41.89'	1510.50'	1°35'20"



- KEYNOTES:
- 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
 - 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
 - 45' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT
 - SIGHT VISIBILITY TRIANGLE (SVT), SEE SHEET 384 FOR DETAILS

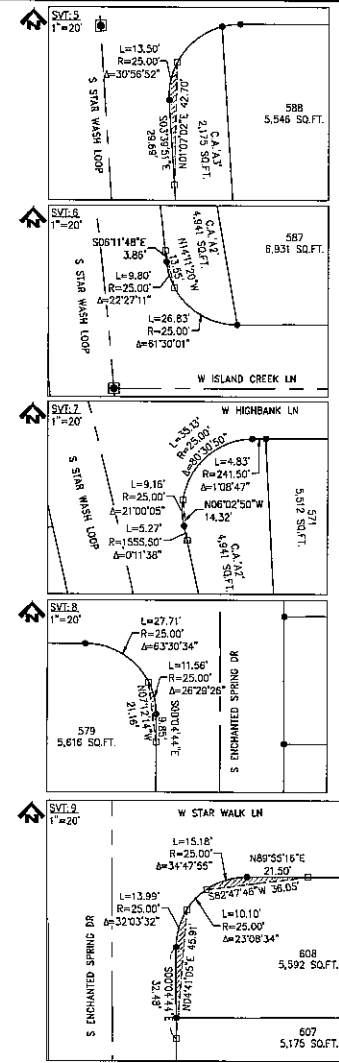


REF: P1206-075 P21FP00002

FINAL PLAT
FOR A PORTION OF
STAR VALLEY BLOCK 7 PHASE III
LOTS 508-588 AND COMMON AREAS A1, A2 & A3
(OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND FISHING TRAIL,
COMMON AREA 'B' (PRIVATE DRAINAGE & LANDSCAPE BUFFERING)
BEING A RESUBDIVISION OF LOTS 285-319, 380-408, 434-458 AND 470-488
AND A PORTION OF COMMON AREAS A & B OF
STAR VALLEY BLOCK 7 AS RECORDED IN BOOK 62 MAP, PG. 47,
RECORDS OF PIMA COUNTY, ARIZONA
SITUATED IN THE SOUTH-EAST CORNER OF SECTION 22,
TOWNSHIP 15 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PRJ NO: 75010001 SCALE: HORIZ N/A
DATE: AUGUST, 2021 VERT N/A

3 OF 4



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C59	34.35'	25.00'	78°43'34"
C60	6.48'	25.00'	14°51'33"
C61	50.35'	60.00'	48°04'46"
C62	42.66'	60.00'	40°44'24"
C63	35.29'	60.00'	33°42'04"
C64	39.27'	25.00'	60°00'00"
C65	16.09'	25.00'	36°52'12"
C66	23.18'	25.00'	53°07'48"
C67	39.27'	25.00'	60°00'00"
C68	4.83'	241.50'	1°08'47"
C69	44.29'	25.00'	101°30'56"
C70	36.63'	25.00'	83°57'13"
C71	39.27'	25.00'	60°00'00"
C72	15.21'	1533.00'	0°34'07"
C73	23.18'	1533.00'	0°51'59"
C74	51.82'	1533.00'	1°56'12"
C75	39.27'	25.00'	60°00'00"

- KEYNOTES:
- 1' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAN
 - 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAN
 - 45' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAN
 - SIGHT VISIBILITY TRIANGLE (SVT#), SEE SHEET 3&4 FOR DETAILS
 - 20' BUILDING SETBACK (TYPE # STREET)



REF: P1208-075 P21FP00002

FINAL PLAN
FOR A PORTION OF
STAR VALLEY BLOCK 7 PHASE III
LOTS 360-375 AND COMMON AREAS 'A', 'B' & 'C'
(OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN)
COMMON AREA 'B' (PRIVATE DRAINAGE & LANDSCAPE BUFFERING)
BEING A RESUBDIVISION OF LOTS 283-375, 380-405, 414-459 AND 479-495
AND A PORTION OF COMMON AREAS 'A' & 'C'
STAR VALLEY BLOCK 7 AS RECORDED IN BOOK 62 MAP, PG. 47,
RECORDS OF PIMA COUNTY, ARIZONA,
SITUATED IN THE SOUTH ONE-HALF OF SECTION 22,
TOWNSHIP 13 SOUTH, RANGE 12 EAST,
CLIA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

PROJ. NO. 7504800101
DATE: AUGUST, 2023
SCALE: HORIZ. N/A
VERT. N/A

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T:\Projects\Star Valley\STAR VALLEY BLOCK 7-3 FINAL.PLT.dwg Made: Lines: Thu, 08 Aug 2023, 3:30pm

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P21FP00002

THIS AGREEMENT is made and entered into by and between TITLE SECURITY AGENCY, LLC, a Delaware limited liability company or successors in interest ("Subdivider"), GAC STAR VALLEY, LLC, an Arizona limited liability company ("Trustee"), as trustee under Trust No. 202005R; 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 STAR VALLEY, BLOCK 7 Phase III, Lots 508 through 608 and Common Areas "A" (Open Space, Recreation, Private Drainage and Pedestrian), "B" (Private Drainage and Landscape Bufferyard), - as 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 any or all options below at its sole discretion:

A. The County may re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. The Subdivider authorizes the County to execute, on behalf of Subdivider, the re-plat described in this section. The re-plat may exclude any dedications to the public which were made on the Subdivision Plat which are necessary to serve either portions of the Land which are not re-platted, or to serve the public. Subdivider shall pay the reasonable costs incurred in re-platting. Notice of default and intent to re-plat will be sent to the last known address of Subdivider and Trustee by certified mail not less than thirty days before County exercises its option to re-plat under this paragraph.

B. If site conditions change after the Subdivider fails to comply with this agreement, the County may require that Subdivider submit evidence that the Tentative and Final Plat comply with current regulations, under current site conditions. If the County determines that the Tentative Plat or Final Plat does not comply, Subdivider shall submit revisions to the plat, to the County with applicable fees. If the revisions are approved by the Board of Supervisors, the date specified in Section 2.12 of this agreement may be extended by up to four years from the approval date. This subsection is not applicable to Block Plats for master planned communities.

C. The County may withhold the issuance of permits for building regulated by Title 15 of the Pima County Code or work regulated by Title 18 of the Pima County Code.

2.15. *Incorporation and Annexation.* If the Land is incorporated as or annexed by a city or town, the city or town shall automatically succeed to all benefits and duties of County under this agreement.

2.16. *Termination.* This agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and approved by County in accordance with paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the Pima County Recorder in accordance with paragraph 2.5; or

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations; or

C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

2.17. *Effective Date.* This Agreement is effective on the _____ day of _____, 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.

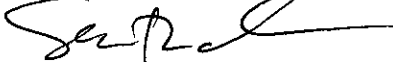
PIMA COUNTY, ARIZONA

SUBDIVIDER: GAC STAR VALLEY, LLC, an Arizona limited liability company

Chair, Board of Supervisors

By: TJS Star Valley LP, an Arizona limited partnership, its Manager


By: AGS LLC, an Arizona limited liability company, its General Partner

By: 
Sean T. Walters, its Manager

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee Under Trust 202005R and not otherwise

Clerk of the Board

By: 
Its: Trust Officer

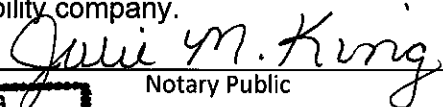
STATE OF ARIZONA)
County of ~~Pima~~ Maricopa)

The foregoing instrument was acknowledged before me this 19th day of August, 2021, by Sean T. Walters of GAC Star Valley, LLC ("Subdivider"), An Arizona limited liability company on behalf of the limited liability company.

My Commission Expires:

3/14/2025



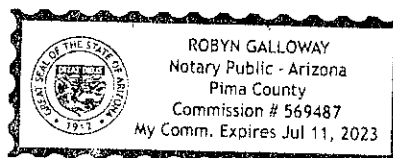

Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 20th day of August, 2021, by Diane L. Sloane of Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), an Arizona limited liability company, on behalf of the limited liability company, as trustee under trust number 202005R.

My Commission Expires:

07-11-2023




Notary Public