

When recorded mail to  
Clerk of the Board of Supervisors  
Pinal County Board of Supervisors  
P O Box 827  
Florence AZ 85232



**OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
VIRGINIA ROSS**

DATE/TIME 03/09/2015 1213  
FEE \$0 00  
PAGES 5  
FEE NUMBER 2015 014314



RESOLUTION NO 030415-RD14-052

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS  
AUTHORIZING PINAL COUNTY TO ENTER INTO A ROADWAY CONSTRUCTION  
PARTICIPATION AGREEMENT WITH AZ TALIO RANCH LLC A TEXAS LIMITED  
LIABILITY COMPANY FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR  
ROADWAY IMPROVEMENTS**

WHEREAS Pinal County has authority to improve streets and highways within its jurisdiction and may cooperate with the public in the construction of improvements to streets and highways lying within their jurisdiction pursuant to A.R.S. § 11 251 and § 28 6701 et seq including § 28 6707 and

WHEREAS Pinal County and Az Talio Ranch LLC desire to define responsibilities for the construction of and payment for improvements of Price Road as required by stipulations listed in Case No PZ PD 035 04 and Understanding stipulations of case No PZ 035 04

THEREFORE BE IT RESOLVED Pinal County is hereby authorized to enter into a roadway construction participation agreement with Az Talio Ranch LLC to define responsibilities for the construction of and payment for improvements to Price Road as required by stipulations listed in Case No PZ PD 035 04 and Stipulations of Understanding Case No PZ 035 04

PASSED AND ADOPTED this 4<sup>th</sup> day of March 2015 by the PINAL  
COUNTY BOARD OF SUPERVISORS



*Cheryl Clau*  
Chairman of the Board

ATTEST

*Shen Cuff*

Clerk of the Board

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## ROADWAY CONSTRUCTION PARTICIPATION AGREEMENT

This Roadway Construction Agreement ( Agreement ) is made and entered into this 4<sup>th</sup> day of March 2014 between Az Talio Ranch LLC shown as owner of Parcel No 201 20 003(H) ( Owner ) and Pinal County a political subdivision of the State of Arizona ( Pinal ) collectively referred to hereafter as the Parties

### RECITALS

A Pinal is authorized pursuant to A R S § 11 251(4) to lay out maintain control and manage public roads within the unincorporated area of Pinal County

B Price Road from State Route 79 to the boundary of Owner s Parcel (201 20 003 H) is Pinal County Right of Way

C Phase I of the Project consists of the improvement of Price Road between State Route 79 and Owner s parcel (201-20 003-H) Phase I significantly improves the health safety and economic interests of the citizens of Pinal

D The parties hereto enter into this Agreement to define their respective responsibilities concerning the construction of and payment for improvements to Price Road (28 feet in width) from State Route 79 and the boundary of Owner s parcel (201-20 003 H) as required by stipulations listed in Case No PZ PD 035 04 and Stipulations of Understanding Case No PZ 035-04

E The estimated cost of the Project is Four Hundred Two Thousand and No Cents (\$402 000 00) of which equal amounts of Two Hundred One Thousand and No Cents (\$201 000 00) shall be paid by Pinal County and Az Talio Ranch LLC which includes but not limited to feasibility studies design environmental assessments and construction

F Of the agreed amount Canyon Moon Ranch has paid Twenty Eight Thousand Eight Hundred and No Cents (28 800 00) The remaining amount to be paid by Az Talio Ranch LLC is One Hundred Seventy Four Thousand Two Hundred and No Cents (\$174 200 00)

G All funds for the project shall be placed in an account established by and administered by Pinal County Public Works Department which shall be named the Price Road Improvement Account

**NOW THEREFORE** for and in consideration of the mutual covenants terms conditions and agreements herein contained the receipts of sufficiency of which are specifically acknowledged by the parties hereto the parties agree as follows

1 The above Recitals and Exhibits A and B are incorporated into this Agreement as if set forth in their entirety herein below

2 The balance of One Hundred Seventy Four Thousand Two Hundred and No Cents (\$174 200 00) is to be paid in Thirteen (13) installments of Thirteen Thousand Four Hundred and No Cents (\$13 400 00) each year for the remaining Thirteen (13) years

3 Each installment of Thirteen Thousand Four Hundred and No Cents (\$13 400 00) made by the owner will be due on June 10<sup>th</sup> of the remaining Thirteen (13) years

4 Should the owner of Az Talio Ranch LLC sell or convey any portion thereof prior to making all payments due to Price Road Improvement Account pursuant to paragraphs 2 and 3 above all unpaid balances shall be paid in their entirety on or before the close of escrow for the said conveyance

5 Pinal shall deposit Two Hundred Two Thousand Dollars and No Cents (\$201 000 00) to the Price Roadway Improvement Account for feasibility studies design & environmental assessments and construction

6 All of this Agreement s provisions shall inure to the benefit of and are binding upon successors and assigns of the parties hereto and shall run with the property

7 Each of the parties shall execute and deliver all such documents and shall perform all such acts as reasonably necessary from time to time to carry out the matters contemplated by this Agreement Pinal may cancel this Agreement for conflict of interest without penalty or further obligations as provided by A R S § 38 511

8 All notices demands filings consents approvals and other communications provided for herein or given in connection herewith shall be in writing and shall be deemed to have been validly give filed made transmitted or served when delivered personally or deposited in a U S Mail box in a postage prepaid envelope or sent by recognized overnight carrier for next business day delivery to the addresses provided herein below or such other addresses as any party hereto may from time to time designate in writing and deliver in a like manner

Az Talio Ranch LLC  
Roger Gearhart  
6999 E Business I 20  
Odessa TX 79762

Pinal County Department of Public Works  
P O Box 727  
Florence AZ 85132

9 It is not intended by the Agreement to and nothing contained in this Agreement shall create any partnership joint venture or other arrangement between Pinal and Owner No term or provision of this Agreement is intended to be or shall be for the benefit of any person firm organization or corporation not a party hereto and no such other person firm organization or corporation shall have any right or cause of action hereunder

10 Failure or unreasonable delay by any party to this Agreement to perform any term or provision of this Agreement for a period of 90 days (the Cure Period ) after written notice thereof from the other party shall constitute a default under this Agreement Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured if possible

11 If a party to this Agreement is in material default under any provision of this Agreement that has not been cured (or is not capable of cure) the non defaulting party shall be entitled without prejudice to any other right or remedy that it may have under this Agreement at law or equity

12 No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Pinal or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement

13 The validity interpretation performance and enforcement of this contract shall be governed by and construed in accordance with the laws of the State of Arizona

14 Notwithstanding A R S § 12 408 venue for any suit or action arising under this Agreement shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal Florence Arizona but only after exhausting all possible administrative remedies The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county

15 The parts terms and provisions of this Agreement shall be deemed severable and should any term part or provision of this Agreement be declared or be determined by a Court to be illegal or invalid the validity of the remaining parts terms or provisions shall not be affected thereby and said illegal or invalid part term or provision shall not be deemed a part of this Agreement notwithstanding any other provision of this Agreement to the contrary

16 This Agreement contains the entire agreement between parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings inducements and conditions express or implied oral or written except as herein contained and no statement promise of inducement made by either party or the agent of either party that is not contained in this written Agreement shall be valid or binding All the amendments and modifications to this Agreement shall be in writing and signed by both parties to this Agreement

