



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

<b>Award Type:</b>	Agenda Item
<b>Is a Board Meeting Date Requested?</b>	Yes
<b>Requested Board Meeting Date:</b>	01/06/2026
<b>Project Title / Description:</b>	P25FP00013 - CANYON HOMES LOTS 1-15 AND COMMON AREAS "A" AND "B"

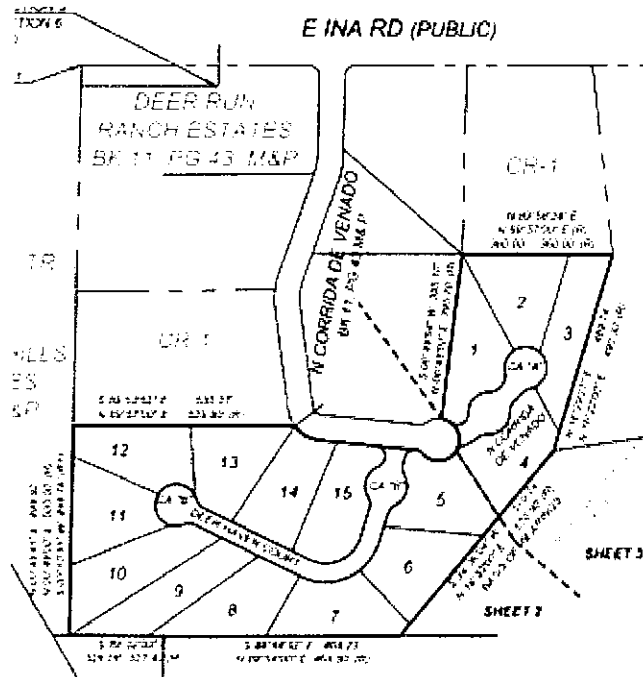
Agenda Item Report

<b>Introduction / Background:</b>	FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY SUBDIVIDED PROPERTY.
<b>Discussion:</b>	N/A
<b>Conclusion:</b>	N/A
<b>Recommendation:</b>	STAFF RECOMMENDS APPROVAL.
<b>Fiscal Impact:</b>	N/A
<b>Support of Prosperity Initiative:</b>	1. Increase Housing Mobility and Opportunity
<b>Provide information that explains how this activity supports the selected Prosperity Initiative</b>	APPROVING THIS PLAT PROVIDES 15 UNITS OF ADDITIONAL HOUSING WITHIN PIMA COUNTY.
<b>Board of Supervisor District:</b>	• 1
<b>Department:</b>	DEVELOPMENT SERVICES
<b>Name:</b>	Thomas Drzazgowski
<b>Telephone:</b>	5207246490
<b>Department Director Signature:</b>	 for Date: 12/16/25
<b>Deputy County Administrator Signature:</b>	 Date: 12/17/2025

County Administrator Signature: \_\_\_\_\_



Date: 12/17/2022



PROJECT OVERVIEW PLAN

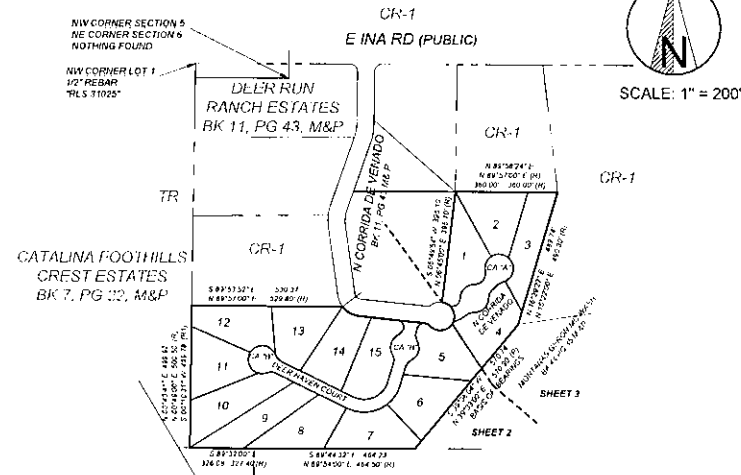
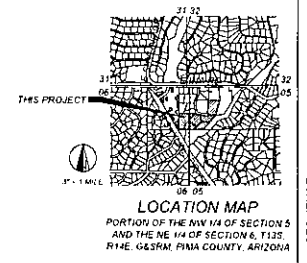
P25FP00013

CANYON HOMES

LOTS 1-15 AND COMMON AREAS "A" (PRIVATE STREETS & PRIVATE DRAINAGE) AND "B" (PRIVATE STREETS & PRIVATE DRAINAGE)

# FINAL PLAT for CANYON HOMES

## LOTS 1 - 15 AND COMMON AREAS "A" (PRIVATE STREETS & PRIVATE DRAINAGE) AND "B" (PRIVATE STREETS & PRIVATE DRAINAGE)



**GENERAL NOTES**

- 1 THE GROSS AREA OF THIS SUBDIVISION IS 14.00 ACRES
- 2 THE NUMBER OF LOTS IS 15
- 3 TOTAL MILES OF NEW PRIVATE STREETS IS 0.20 MILES
- 4 THIS SUBDIVISION LIES WITHIN THE TUCSON WATER SERVICE AREA WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A R.S. SECTION 45-576
- 5 NATURAL RESOURCES, PARKS AND RECREATION IN LIEU FEE OF \$39,895 (\$2,659 PER LOT) SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 11TH LOT
- 6 ANY RIPARIAN HABITAT DISTURBANCE FOR LOTS 1-15 WILL REQUIRE INDIVIDUAL MITIGATION PLANS ON A LOT-BY-LOT BASIS
- 7 ELECTRIC SERVICE WILL BE PROVIDED BY TUCSON ELECTRIC POWER
- 8 WATER SERVICE WILL BE PROVIDED BY TUCSON WATER

**PERMITTING NOTES**

- 1 ZONING IS CR-1
- 2 A SINGLE-LOT NATIVE PLANT PRESERVATION PLAN (MPL) WILL BE REQUIRED REGARDLESS OF THE AMOUNT OF GRADING FOR LOTS 1-15
- 3 THIS SITE IS SUBJECT TO THE FOLLOWING IDENTIFIED TITLE SCHEDULE B ITEMS: ITEM 6 DOCKET 2657, PAGE 152, ITEM 7 DOCKET 2657, PAGE 153, ITEM 8 DOCKET 2663, PAGE 604, ITEM 9 DOCKET 3778, PAGE 475, AND ITEM 10 DOCKET 3778, PAGE 477

**BASIS OF BEARINGS**

THE MONUMENTED SOUTHEAST LINE OF LOT 6 OF DEER RUN RANCH ESTATES AS SHOWN ON THE SURVEY AND THE "DEER RUN RANCH ESTATES" PLAT AS RECORDED IN BOOK 11, PAGE 43 OF MAPS & PLATS, RECORDS OF PIMA COUNTY, AZ, THE BEARING OF SAID LINE IS N 1° 18' 14" E AS DERIVED FROM GPS OBSERVATIONS, TRUE GEODETIC NORTH DATUM

**DEDICATIONS**

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

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, FLOODAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL

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

COMMON AREAS AND PRIVATE EASEMENTS, AS SHOWN HEREON, ARE RESERVED FOR THE 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 FOR ABOVE-GROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS, PRIVATE DRAINAGE EASEMENTS, AND SLOPE AND DRAINAGE EASEMENTS ARE GRANTED AS EASEMENTS TO THE HOMEOWNERS' ASSOCIATION

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS (HOMEOWNERS' ASSOCIATION) AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER SEQUENCE NUMBER \_\_\_\_\_ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND PRIVATE EASEMENTS WITHIN THIS SUBDIVISION

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60.568 ONLY AND NOT OTHERWISE

BY \_\_\_\_\_ DATE \_\_\_\_\_  
TRUST OFFICER

**BENEFICIARY**

THE BENEFICIARY OF FIDELITY NATIONAL TITLE AGENCY, INC. TRUST NO. 60.568 IS

THE SAM MOUSSA FAMILY LIMITED PARTNERSHIP, LLP  
DR. SAM MOUSSA  
6067 NORTH PASEO ZALDIVAR  
TUCSON, ARIZONA 85750

STATE OF ARIZONA } S S  
COUNTY OF PIMA

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED RACHEL TURPUSSEED, WHO ACKNOWLEDGED HERSELF TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SET FORTH ABOVE AND WHO EXECUTED SAME IN MY PRESENCE, AS SO AUTHORIZED TO DO ON BEHALF OF THE CORPORATION

IN WITNESS WHEREOF I HEREBY SET MY NAME AND OFFICIAL SEAL

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

**CERTIFICATION OF SURVEY**

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED

TODD A. HOUT - RLS NO. 35543 (AZ)



**CERTIFICATION OF ENGINEER (FLOODPLAIN)**

I, CHRISTOPHER ROD, AS THE DRAINAGE ENGINEER AND ARIZONA REGISTRANT FOR THE PROJECT, CERTIFY THAT THE FLOODPLAIN AND EROSION HAZARD SEBACK LIMITS PRESENTED ON THIS FINAL PLAT WERE PREPARED UNDER MY DIRECTION. ALL OTHER INFORMATION PRESENTED ON THE FINAL PLAT IS NOT COVERED UNDER THIS SEAL

CHRISTOPHER B. ROD - PE NO. 38672 (AZ)



**CERTIFICATION OF ENGINEER**

I HEREBY CERTIFY THAT THE INTERIOR LOT LINE GEOMETRY AND NEW EASEMENTS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION

RICHARD G. MACIAS - PE NO. 37367 (AZ)



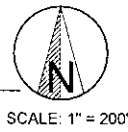
**RECORDING**

STATE OF ARIZONA } S S  
COUNTY OF PIMA

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ARIZONA REALTY DESIGN, LLC, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN SEQUENCE NO. \_\_\_\_\_ PIMA COUNTY RECORDS

COUNTY RECORDER \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT OVERVIEW PLAN



**LEGEND**

EXISTING SUBMIT PROPERTY LINE	---
EXISTING HIGHWAY	---
EXISTING ADJACENT MONUMENT LINE	---
PROPOSED SUBMIT PROPERTY LINE	---
PROPOSED HIGHWAY	---
PROPOSED LASHAW MONUMENT LINE AS SHOWN (SEE ALSO TABULARIAL AT THE END OF SHEET)	---
OTHER PROPOSED LINES	---
ROADWAY CENTERLINE	---
SHOULDER MONUMENT TO BE SET	---
BY REQUEST OF THE BOARD SUPERVISORS FOR THE TUCSON WATER SERVICE AREA	---
FOUND SURVEY MONUMENT IN AS SHOWN	---
NOT FOUND TO BE SET BY PIMA COUNTY	---
CONVEY DATA	---
LINE DATA	---
BOUNDARY DATA	---
EROSION HAZARD OF TRACK DATA	---
EROSION HAZARD OF TRACK DATA	---
MATCH LINE	---
100-10 ANTI-COLLISION	---
100-10 ANTI-COLLISION	---
EROSION HAZARD OF TRACK DATA	---

### FINAL PLAT for CANYON HOMES LOTS 1 - 15 AND COMMON AREAS "A" (PRIVATE STREETS & PRIVATE DRAINAGE) AND "B" (PRIVATE STREETS & PRIVATE DRAINAGE)

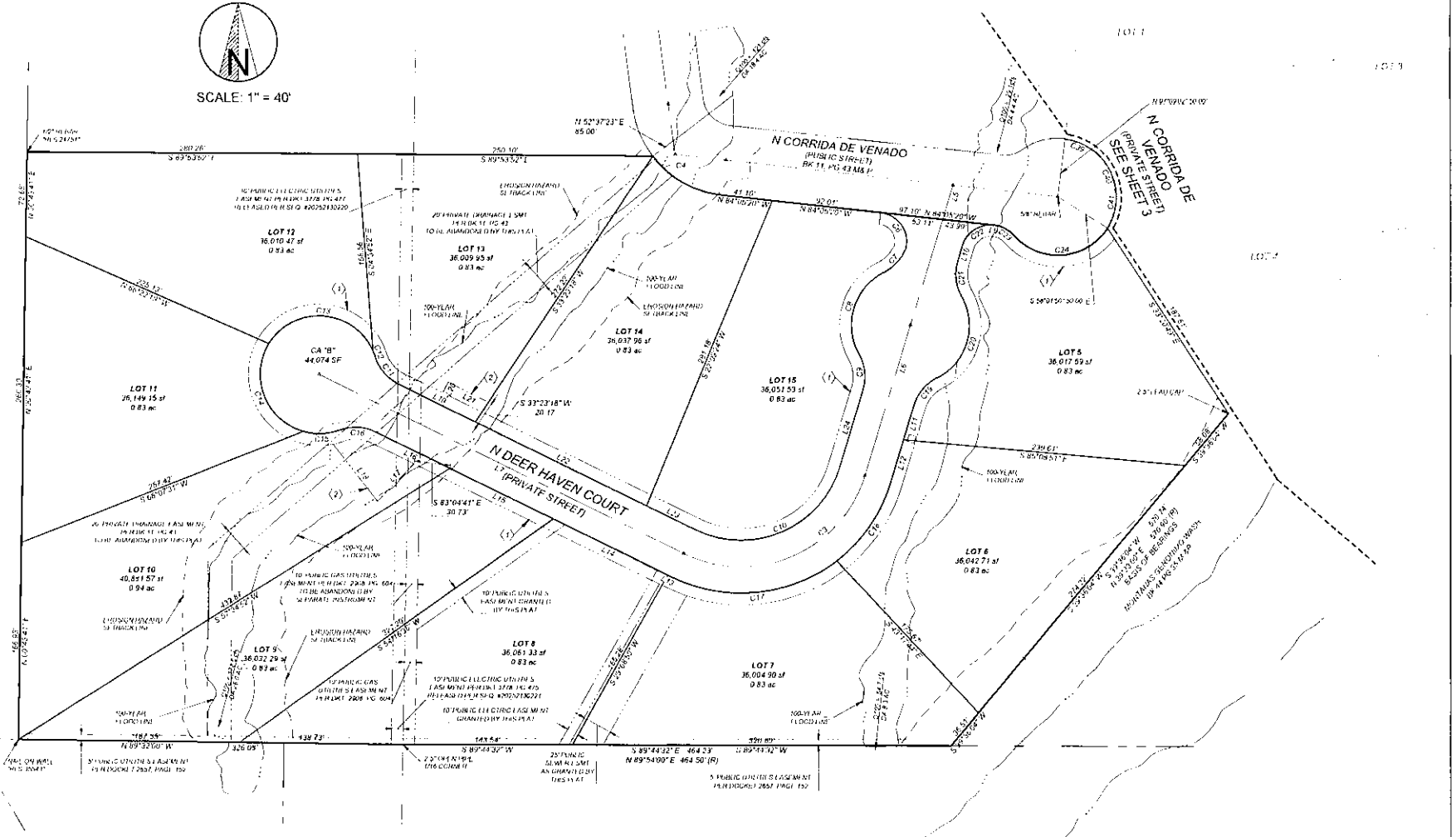
A RESUBDIVISION OF LOTS 5, 6, 10 & 11 OF "DEER RUN RANCH ESTATES" AS RECORDED IN BK 11, PG 43 OF MSP, IN THE NW 1/4 OF SECTION 5 AND THE NE 1/4 OF SECTION 6, T13S, R14E, G33RM, PIMA COUNTY, ARIZONA

7021 NORTH CORRIDO DE VENADO, TUCSON, ARIZONA 85718  
**ARIZONA REALTY DESIGN**

P25FP0013  
11-1231-00004  
SEQUENCE # \_\_\_\_\_



SCALE: 1" = 40'



KEYNOTES ( )

- 1) 10' PRIVATE GRADING AND DRAINAGE & PUBLIC UTILITIES EASEMENT GRANTED BY THIS PLAT
- 2) PRIVATE GRADING AND DRAINAGE EASEMENT GRANTED BY THIS PLAT

SEE SHEETS 4-6 FOR FLOORPLAN & EROSION HAZARD SETBACK ANNOTATIONS & TABLES

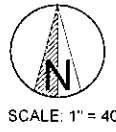
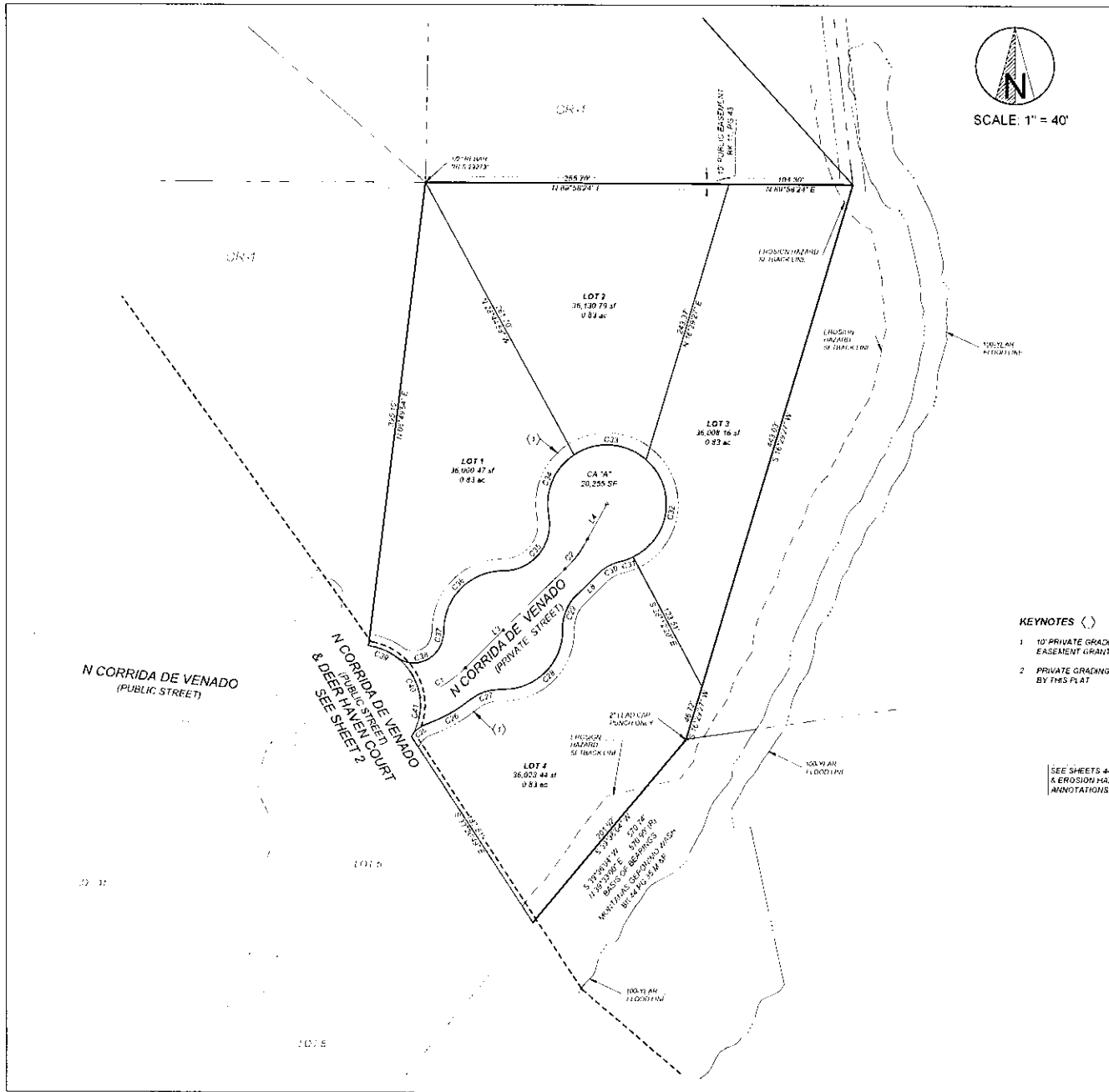
**FINAL PLAT for CANYON HOMES**  
**LOTS 1 - 15 AND COMMON AREAS "A" (PRIVATE STREETS & PRIVATE DRAINAGE) AND "B" (PRIVATE STREETS & PRIVATE DRAINAGE)**

A RESUBDIVISION OF LOTS 5, 6, 10 & 11 OF "DEER RUN RANCH ESTATES" AS RECORDED IN BK 11 PG 43 OF MSP, IN THE 1/4 SECTION 5 AND THE NE 1/4 OF SECTION 6, T12S, R14E, R63RN PIMA COUNTY, ARIZONA

7021 NORTH CORRIDA DE VENADO TUCSON, ARIZONA 85718  
**ARIZONA REALTY DESIGN**

2024.L 2390-01 Tucson, AZ 85718 520-790-7619 HOWARD@arizona-realty.com 480-221-2700  
 P25FP00013 REC 1/23/2024 0411 15-111 MNR 25 2024 SHEET 2 OF 6

SEQUENCE #



**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA
C1	46.03'	110.00'	23°58'37"
C2	31.83'	110.00'	16°28'27"
C3	190.50'	110.00'	99°13'33"
C4	70.90'	85.00'	47°47'32"
C5	41.95'	25.00'	96°09'12"
C6	29.28'	39.50'	42°28'37"
C7	80.55'	50.00'	92°18'20"
C8	31.82'	39.50'	46°09'10"
C9	151.93'	87.50'	99°13'33"
C10	31.82'	39.50'	46°09'10"
C11	5.31'	50.00'	6°05'16"
C12	108.81'	50.00'	124°41'05"
C13	92.28'	50.00'	105°44'37"
C14	31.23'	50.00'	35°47'22"
C15	31.82'	39.50'	46°09'10"
C16	147.83'	132.50'	63°55'22"
C17	81.64'	132.50'	35°18'11"
C18	31.82'	39.50'	46°09'10"
C19	80.55'	50.00'	92°18'20"
C20	31.82'	39.50'	46°09'10"
C21	34.57'	25.00'	79°13'31"
C22	18.69'	25.00'	47°50'00"

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA
C24	93.18'	50.00'	106°46'30"
C25	16.70'	25.00'	28°16'31"
C26	42.44'	122.50'	19°51'04"
C27	28.54'	39.50'	41°23'33"
C28	81.10'	50.00'	92°56'20"
C29	31.82'	39.50'	46°09'10"
C30	21.83'	39.50'	31°39'42"
C31	11.24'	50.00'	12°53'04"
C32	98.37'	50.00'	112°43'07"
C33	65.43'	50.00'	74°58'21"
C34	58.91'	50.00'	67°30'02"
C35	69.66'	39.50'	101°02'55"
C36	77.57'	50.00'	88°53'30"
C37	11.42'	39.50'	16°33'32"
C38	47.47'	25.00'	108°47'44"
C39	25.26'	50.00'	28°56'48"
C40	21.60'	50.00'	24°45'05"
C41	12.05'	50.00'	13°48'22"

**LINE TABLE**

LINE #	DIRECTION	LENGTH
L3	N 45° 00' 00" E	118.81'
L4	N 28° 31' 33" E	34.08'
L5	S 16° 41' 06" W	30.54'
L6	S 16° 41' 06" W	274.03'
L7	N 64° 05' 20" W	343.56'
L8	S 45° 00' 00" W	25.91'
L9	N 84° 05' 20" W	0.39'
L10	S 16° 41' 06" W	13.53'
L11	S 16° 41' 06" W	30.00'
L12	S 16° 41' 06" W	38.99'
L13	N 64° 05' 20" W	3.89'
L14	N 64° 05' 20" W	107.98'
L15	N 64° 05' 20" W	97.26'
L16	N 64° 05' 20" W	69.73'
L17	N 44° 00' 00" E	44.47'
L18	S 38° 00' 00" E	61.41'
L19	S 64° 05' 20" E	71.84'
L20	S 25° 54' 40" W	10.00'
L21	N 84° 05' 20" W	39.06'
L22	S 64° 05' 20" E	161.24'
L23	S 64° 05' 20" E	45.94'
L24	N 16° 41' 06" E	68.93'

**KEYNOTES ( )**

- 10' PRIVATE GRADING AND DRAINAGE & PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT
- PRIVATE GRADING AND DRAINAGE EASEMENT GRANTED BY THIS PLAT

SEE SHEETS 4-6 FOR FLOORPLAN & EROSION HAZARD SETBACK ANNOTATIONS & TABLES

**FINAL PLAT for CANYON HOMES  
LOTS 1 - 15 AND COMMON AREAS "A" (PRIVATE STREETS & PRIVATE DRAINAGE) AND "B" (PRIVATE STREETS & PRIVATE DRAINAGE)**

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7021 NORTH CORRIDA DE VENADO TUCSON, ARIZONA 85718

**ARIZONA REALTY DESIGN**

7044 N 20th St Tucson, AZ 85713 520-293-7516 [realdesign@arizona-realty.com](mailto:realdesign@arizona-realty.com) Project No. 22-003

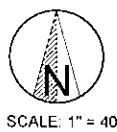
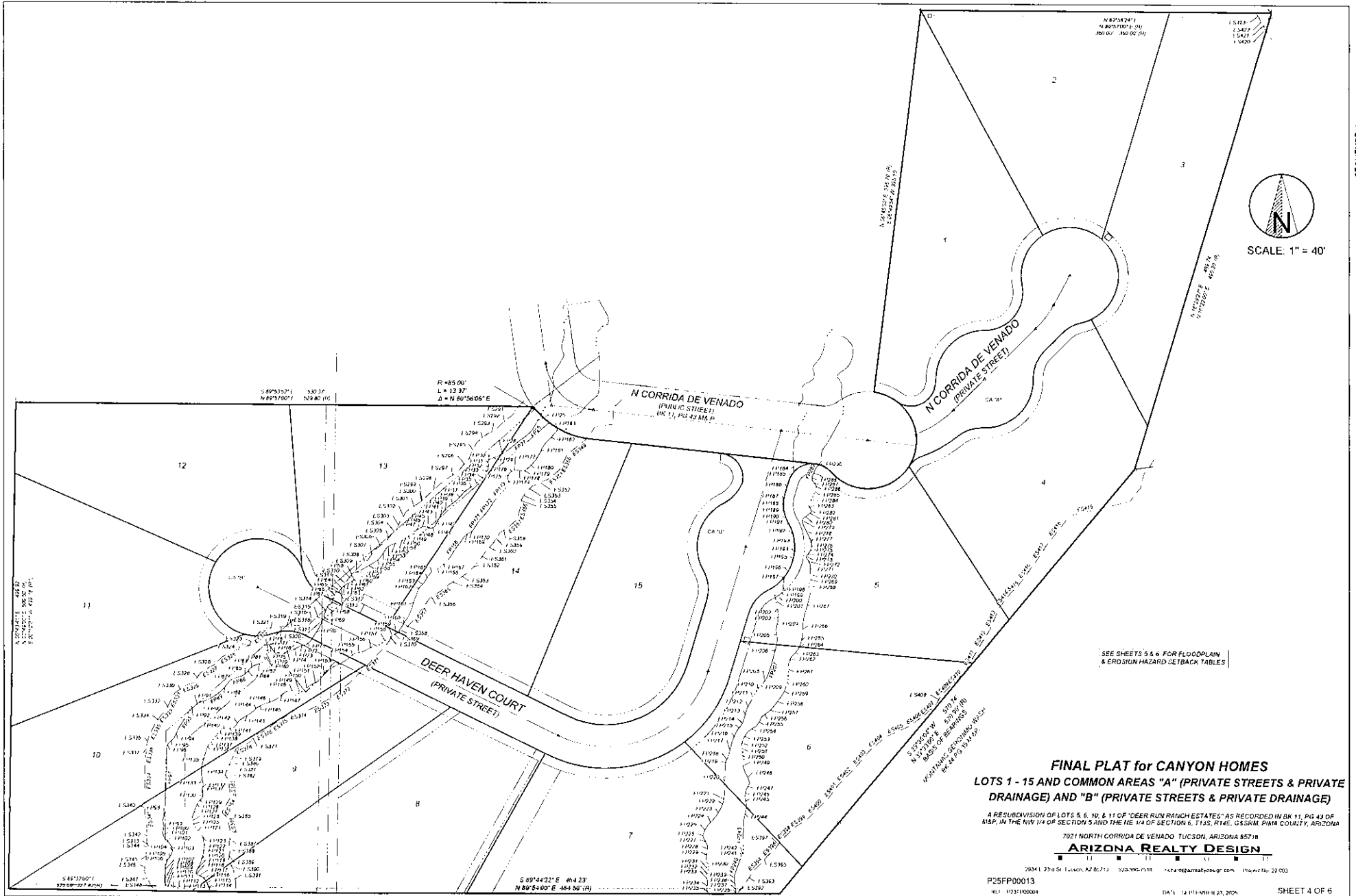
P25FP00013

NO. 1731-00004

DATE: SEPTEMBER 23, 2025

SHEET 3 OF 6

SEQUENCE #



SEE SHEETS 5 & 6 FOR FLOODPLAIN & EROSION HAZARD SETBACK TABLES

5.5' SIDEWALK W/ 50% W/ BLACKTOP & 50% W/ BRICK  
 6.0' SIDEWALK W/ 50% W/ BLACKTOP & 50% W/ BRICK  
 6.0' SIDEWALK W/ 50% W/ BLACKTOP & 50% W/ BRICK

S 89°44'32" E 404.23'  
 N 80°54'00" E 464.50' (R)

S 89°53'57" E 530.37'  
 N 89°53'00" E 529.80' (R)

R = 85.00'  
 L = 13.37'  
 Δ = N 80°56'05" E

N 83°14'24" E  
 N 89°53'00" E (R)  
 350.00' 350.00' (R)

E 5.00' (R)  
 E 5.42' (R)  
 E 5.42' (R)  
 E 5.42' (R)

N 89°53'00" E  
 350.00' (R)

6.0' SIDEWALK W/ 50% W/ BLACKTOP & 50% W/ BRICK

5.5' SIDEWALK W/ 50% W/ BLACKTOP & 50% W/ BRICK

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6.0' SIDEWALK W/ 50% W/ BLACKTOP & 50% W/ BRICK

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP25	S 29° 11' 33" W	12.18'
FP26	S 35° 33' 18" W	8.82'
FP27	S 51° 12' 40" W	31.51'
FP28	S 58° 48' 57" W	8.97'
FP29	S 69° 06' 40" W	9.85'
FP30	S 37° 54' 16" W	2.88'
FP31	S 9° 24' 59" E	1.44'
FP32	S 3° 37' 00" W	4.37'
FP33	S 29° 49' 37" W	5.62'
FP34	S 41° 18' 40" W	11.59'
FP35	S 46° 51' 04" W	4.62'
FP36	S 57° 22' 49" W	9.76'
FP37	S 46° 38' 14" W	4.82'
FP38	S 42° 59' 50" W	10.99'
FP39	S 52° 26' 01" W	9.17'
FP40	S 42° 55' 31" W	11.02'
FP41	S 31° 26' 34" W	4.59'
FP42	S 24° 19' 37" W	5.39'
FP43	S 30° 35' 01" W	4.92'
FP44	S 65° 41' 15" W	3.73'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP45	N 77° 50' 42" W	7.88'
FP46	S 71° 03' 48" W	3.54'
FP47	S 58° 54' 50" W	9.52'
FP48	S 52° 45' 53" W	4.04'
FP49	S 46° 22' 05" W	3.80'
FP50	S 51° 48' 23" W	3.88'
FP51	S 60° 26' 47" W	4.56'
FP52	S 70° 57' 05" W	10.49'
FP53	S 57° 45' 42" W	3.92'
FP54	S 24° 03' 51" W	13.72'
FP55	S 40° 56' 41" W	4.62'
FP56	S 54° 03' 47" W	18.58'
FP57	S 68° 14' 33" W	9.51'
FP58	S 24° 26' 25" W	2.00'
FP59	S 37° 56' 13" E	3.10'
FP60	S 16° 25' 02" E	2.46'
FP61	S 55° 19' 14" W	3.73'
FP62	S 64° 39' 46" W	5.38'
FP63	S 50° 03' 59" W	4.34'
FP64	S 43° 30' 27" W	3.26'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP65	S 73° 50' 25" W	4.92'
FP66	S 21° 31' 57" W	9.29'
FP67	S 33° 54' 36" W	7.74'
FP68	S 26° 51' 44" W	5.31'
FP69	S 18° 59' 31" W	14.53'
FP70	S 30° 50' 16" W	21.71'
FP71	S 52° 13' 04" W	5.60'
FP72	S 71° 23' 20" W	9.91'
FP73	S 61° 21' 35" W	4.92'
FP74	S 73° 36' 39" W	11.72'
FP75	N 67° 42' 07" W	4.84'
FP76	N 70° 40' 07" W	5.82'
FP77	S 63° 57' 29" W	1.64'
FP78	S 38° 53' 06" W	3.16'
FP79	S 30° 28' 55" W	2.67'
FP80	S 4° 53' 09" W	2.45'
FP81	S 35° 15' 27" W	2.86'
FP82	S 68° 40' 16" W	12.41'
FP83	S 61° 45' 19" W	5.38'
FP84	S 38° 24' 45" W	4.88'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP85	S 53° 42' 28" W	4.93'
FP86	S 70° 57' 49" W	10.49'
FP87	S 58° 12' 35" W	9.97'
FP88	S 41° 31' 08" W	15.16'
FP89	S 58° 42' 19" W	14.19'
FP90	S 71° 16' 49" W	10.47'
FP91	S 61° 21' 21" W	3.76'
FP92	S 40° 20' 12" W	11.29'
FP93	S 30° 11' 13" W	18.65'
FP94	S 24° 23' 44" W	10.83'
FP95	S 44° 27' 56" W	8.33'
FP96	S 25° 36' 51" W	3.68'
FP97	S 1° 19' 52" W	64.88'
FP98	S 13° 59' 02" W	11.62'
FP99	S 13° 38' 49" E	5.52'
FP100	S 9° 58' 41" W	7.52'
FP101	S 15° 44' 31" E	4.21'
FP102	S 39° 52' 48" E	12.41'
FP103	S 26° 11' 25" E	3.74'
FP104	S 1° 01' 17" W	4.12'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP105	S 30° 55' 51" W	10.27'
FP106	S 16° 35' 01" W	5.63'
FP107	S 2° 39' 58" W	6.90'
FP108	S 1° 10' 31" E	11.33'
FP109	S 18° 31' 31" E	3.06'
FP110	S 54° 50' 01" E	2.83'
FP111	N 82° 50' 43" E	8.96'
FP112	S 67° 41' 12" E	4.69'
FP113	S 19° 01' 50" E	1.97'
FP114	N 18° 02' 48" W	5.84'
FP115	N 25° 55' 43" W	6.85'
FP116	N 49° 51' 33" W	5.47'
FP117	N 69° 55' 43" W	4.46'
FP118	N 33° 26' 26" W	2.60'
FP119	N 25° 23' 59" E	9.15'
FP120	N 17° 16' 35" E	12.45'
FP121	N 5° 42' 40" E	6.62'
FP122	S 3° 25' 45" W	7.05'
FP123	N 17° 14' 46" W	5.76'
FP124	N 41° 16' 54" W	10.82'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP125	N 31° 30' 44" W	4.89'
FP126	N 69° 52' 19" W	3.76'
FP127	N 18° 15' 20" E	14.93'
FP128	N 29° 29' 49" E	3.77'
FP129	N 42° 54' 50" E	6.37'
FP130	N 17° 07' 57" E	2.63'
FP131	N 14° 31' 42" W	5.20'
FP132	N 12° 56' 24" E	6.08'
FP133	N 9° 42' 24" W	11.60'
FP134	N 2° 16' 44" E	7.14'
FP135	N 15° 25' 55" E	19.71'
FP136	N 24° 28' 35" E	4.54'
FP137	N 40° 22' 44" E	7.79'
FP138	N 34° 20' 52" E	9.61'
FP139	N 52° 31' 14" E	4.24'
FP140	N 79° 21' 53" E	4.15'
FP141	S 86° 48' 44" E	7.22'
FP142	N 41° 38' 20" E	13.22'
FP143	N 57° 04' 54" E	13.55'
FP144	N 49° 11' 22" E	7.48'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP145	N 60° 29' 12" E	4.57'
FP146	N 69° 11' 10" E	15.45'
FP147	N 52° 54' 17" E	14.89'
FP148	S 82° 51' 41" E	9.17'
FP149	N 79° 09' 17" E	9.45'
FP150	N 66° 01' 54" E	11.55'
FP151	N 62° 06' 11" E	9.32'
FP152	N 42° 31' 23" E	15.39'
FP153	N 59° 38' 54" E	22.87'
FP154	N 51° 31' 28" E	9.32'
FP155	N 85° 19' 47" E	5.56'
FP156	N 63° 10' 20" E	20.47'
FP157	N 58° 20' 57" E	12.32'
FP158	N 64° 57' 02" E	5.36'
FP159	N 57° 45' 33" E	3.92'
FP160	N 32° 23' 56" E	32.62'
FP161	N 19° 20' 25" E	26.23'
FP162	N 29° 14' 50" E	3.83'
FP163	N 40° 58' 20" E	7.70'
FP164	N 33° 57' 35" E	9.72'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP165	N 47° 16' 57" E	4.67'
FP166	N 59° 12' 24" E	10.79'
FP167	N 49° 40' 52" E	6.05'
FP168	N 44° 19' 46" E	10.04'
FP169	N 52° 04' 23" E	9.43'
FP170	N 44° 08' 23" E	4.62'
FP171	N 34° 02' 09" E	13.55'
FP172	N 37° 03' 54" E	25.30'
FP173	N 35° 49' 05" E	19.10'
FP174	N 3° 15' 03" W	7.43'
FP175	N 21° 08' 43" E	4.19'
FP176	N 52° 35' 19" E	4.24'
FP177	N 80° 08' 52" E	4.14'
FP178	S 79° 49' 34" E	7.31'
FP179	N 65° 11' 26" E	2.81'
FP180	N 41° 41' 23" E	14.64'
FP181	N 29° 58' 30" E	20.83'
FP182	N 41° 43' 45" E	14.79'
FP183	N 49° 46' 46" E	4.46'
FP184	S 4° 12' 57" E	10.83'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP185	S 31° 54' 53" W	7.91'
FP186	S 16° 32' 33" W	19.76'
FP187	S 5° 24' 40" W	8.27'
FP188	S 4° 40' 07" E	5.61'
FP189	S 12° 53' 41" E	5.77'
FP190	S 21° 30' 49" E	6.15'
FP191	S 26° 08' 56" E	9.17'
FP192	S 15° 49' 33" E	10.28'
FP193	S 3° 48' 28" E	10.63'
FP194	S 5° 24' 10" W	5.43'
FP195	S 15° 46' 02" W	12.63'
FP196	S 30° 03' 44" W	12.26'
FP197	S 8° 30' 30" W	8.85'
FP198	S 2° 52' 36" W	6.42'
FP199	S 24° 12' 09" W	4.44'
FP200	S 40° 34' 50" W	6.56'
FP201	S 12° 21' 11" W	3.25'
FP202	S 9° 41' 13" E	11.42'
FP203	S 1° 48' 23" W	6.61'
FP204	S 12° 33' 37" W	9.38'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP205	S 6° 12' 15" E	10.60'
FP206	S 12° 14' 14" W	21.09'
FP207	S 18° 13' 44" W	20.23'
FP208	S 34° 03' 24" W	5.94'
FP209	S 43° 42' 35" W	5.72'
FP210	S 33° 05' 53" W	5.78'
FP211	S 29° 58' 43" W	14.75'
FP212	S 25° 54' 45" W	5.22'
FP213	S 15° 12' 18" W	13.22'
FP214	S 24° 03' 20" W	4.50'
FP215	S 38° 58' 04" W	7.82'
FP216	S 28° 06' 40" W	12.01'
FP217	S 15° 25' 24" W	17.95'
FP218	S 26° 07' 24" W	3.12'
FP219	S 10° 17' 14" W	4.31'
FP220	S 1° 36' 06" W	32.97'
FP221	S 10° 20' 47" W	5.17'
FP222	S 19° 16' 52" W	5.54'
FP223	S 32° 12' 32" W	13.85'
FP224	S 40° 49' 24" W	11.32'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP225	S 25° 59' 38" W	9.00'
FP226	S 11° 16' 26" E	3.47'
FP227	S 26° 45' 41" E	9.36'
FP228	S 1° 59' 03" W	6.27'
FP229	S 10° 23' 45" W	7.22'
FP230	S 0° 42' 02" E	6.32'
FP231	S 16° 19' 21" E	6.70'
FP232	S 15° 27' 30" W	5.16'
FP233	S 12° 41' 56" E	5.74'
FP234	S 5° 50' 31" W	8.89'
FP235	S 27° 46' 20" E	3.93'
FP236	N 22° 33' 45" E	2.40'
FP237	N 5° 41' 45" W	5.49'
FP238	N 11° 21' 32" W	5.92'
FP239	N 2° 47' 40" E	5.32'
FP240	N 20° 02' 12" E	18.47'
FP241	N 29° 13' 07" E	3.01'
FP242	N 10° 47' 14" E	4.21'
FP243	N 1° 34' 51" E	32.91'
FP244	N 11° 54' 41" E	13.49'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP245	N 7° 59' 32" W	11.30'
FP246	N 8° 57' 20" E	6.41'
FP247	N 27° 42' 23" E	8.25'
FP248	N 24° 03' 24" W	12.29'
FP249	N 16° 35' 25" W	13.69'
FP250	N 10° 44' 12" E	7.51'
FP251	N 8° 25' 14" W	7.89'
FP252	N 15° 34' 24" E	4.06'
FP253	N 29° 24' 16" E	11.06'
FP254	N 56° 10' 16" E	10.56'
FP255	N 29° 32' 19" E	10.39'
FP256	N 51° 46' 35" E	9.33'
FP257	N 45° 36' 50" E	4.79'
FP258	N 36° 53' 25" E	18.69'
FP259	N 24° 23' 22" E	6.75'
FP260	N 9° 45' 30" E	13.94'
FP261	N 3° 04' 11" E	11.41'
FP262	N 21° 53' 34" E	7.30'
FP263	N 39° 43' 12" E	11.38'
FP264	N 24° 50' 02" E	5.07'

100-YR FLOODPLAIN

LINE #	DIRECTION	LENGTH
FP265	N 14° 02' 04" E	6.28'
FP266	N 4° 26' 09" E	19.61'
FP267	N 13° 53' 30" E	32.85'
FP268	N 9° 51' 40" W	7.30'
FP269	N 15° 28' 16" E	5.15'
FP270	N 14° 02' 14" W	5.49'
FP271	N 2° 07' 45" E	7.30'
FP272	N 20° 55' 48" W	9.34'
FP273	N 11° 36' 43" E	2.57'
FP274	N 40° 04' 28" E	3.62'
FP275	N 29° 59' 51" E	3.87'
FP276	N 8° 40' 47" E	4.39'
FP277	N 12° 36' 11" W	5.06'
FP278	N 24° 29' 36" W	20.54'
FP279	N 4° 37' 57" E	3.18'
FP280	N 52° 51' 03" E	8.12'
FP281	N 43° 12' 36" E	3.35'
FP282	N 0° 41' 54" W	2.52'
FP283	N 28° 57' 46" W	6.42'
FP284	N 30° 20' 51" E	10.31'

100-YR FLOODPLAIN



**EROSION HAZARD SETBACK**

LINE #	DIRECTION	LENGTH
ES291	S 35° 49' 08" W	10.61'
ES292	S 46° 34' 18" W	22.07'
ES293	S 60° 23' 31" W	10.72'
ES294	S 50° 51' 19" W	13.71'
ES295	S 25° 11' 19" W	18.49'
ES296	S 41° 13' 36" W	13.94'
ES297	S 51° 25' 04" W	20.02'
ES298	S 47° 31' 03" W	30.48'
ES299	S 28° 23' 42" W	1.46'
ES300	N 79° 19' 51" W	0.55'
ES301	S 55° 44' 41" W	18.71'
ES302	S 31° 18' 38" W	11.71'
ES303	S 24° 11' 56" W	8.88'
ES304	S 44° 52' 34" W	7.21'
ES305	S 38° 49' 09" W	10.12'
ES306	S 52° 03' 22" W	13.64'
ES307	S 34° 01' 10" W	12.50'
ES308	S 53° 46' 35" W	8.70'
ES309	S 44° 01' 03" W	14.81'
ES310	S 37° 35' 04" W	6.08'

**EROSION HAZARD SETBACK**

LINE #	DIRECTION	LENGTH
ES311	S 33° 19' 08" W	9.28'
ES312	S 40° 10' 52" W	11.93'
ES313	S 29° 27' 08" W	14.02'
ES314	S 54° 30' 20" W	7.91'
ES315	S 47° 28' 56" W	12.78'
ES316	S 42° 42' 16" W	6.34'
ES317	S 88° 09' 05" W	13.85'
ES318	S 77° 50' 57" W	6.84'
ES319	N 74° 12' 40" W	4.64'
ES320	S 75° 01' 23" W	7.16'
ES321	S 85° 20' 04" W	14.99'
ES322	S 42° 40' 29" W	15.66'
ES323	S 32° 34' 17" W	5.54'
ES324	S 68° 15' 11" W	21.29'
ES325	S 58° 38' 29" W	10.98'
ES326	S 41° 41' 23" W	8.99'
ES327	S 59° 37' 32" W	17.85'
ES328	S 33° 38' 48" W	12.68'
ES329	S 70° 39' 10" W	9.01'
ES330	S 54° 46' 02" W	13.40'

**EROSION HAZARD SETBACK**

LINE #	DIRECTION	LENGTH
ES331	S 28° 10' 23" W	11.36'
ES332	S 24° 15' 30" W	8.22'
ES333	S 44° 11' 12" W	8.22'
ES334	S 33° 27' 37" W	9.86'
ES335	S 26° 40' 32" W	14.08'
ES336	S 13° 45' 15" W	12.50'
ES337	S 14° 58' 49" E	3.07'
ES338	S 12° 38' 43" W	7.73'
ES339	S 0° 40' 22" W	48.25'
ES340	S 2° 20' 09" E	6.64'
ES341	S 7° 42' 18" E	18.29'
ES342	S 0° 09' 55" W	14.72'
ES343	S 23° 41' 38" E	3.69'
ES344	S 46° 11' 32" W	2.73'
ES345	S 1° 57' 13" W	16.08'
ES346	S 14° 22' 12" W	7.61'
ES347	S 25° 01' 35" E	16.05'
ES348	S 44° 47' 05" E	3.82'
ES349	S 50° 16' 44" W	26.66'
ES350	S 25° 38' 32" W	17.91'

**EROSION HAZARD SETBACK**

LINE #	DIRECTION	LENGTH
ES351	S 50° 51' 25" W	14.45'
ES352	S 65° 15' 19" W	17.52'
ES353	S 48° 09' 22" W	8.00'
ES354	S 32° 47' 16" W	10.64'
ES355	S 24° 33' 07" E	3.95'
ES356	S 14° 42' 28" W	18.71'
ES357	S 45° 51' 23" W	13.22'
ES358	S 57° 58' 30" W	9.63'
ES359	S 32° 40' 08" W	13.34'
ES360	S 44° 08' 00" W	9.61'
ES361	S 35° 10' 16" W	14.80'
ES362	S 44° 01' 03" W	14.81'
ES363	S 55° 37' 06" W	13.93'
ES364	S 60° 48' 15" W	8.42'
ES365	S 53° 41' 22" W	21.36'
ES366	S 63° 31' 27" W	2.80'
ES367	S 37° 54' 08" W	40.44'
ES368	S 61° 20' 55" W	10.14'
ES369	S 71° 16' 18" W	6.05'
ES370	S 20° 27' 20" W	6.64'

**EROSION HAZARD SETBACK**

LINE #	DIRECTION	LENGTH
ES371	S 43° 09' 23" W	59.43'
ES372	S 51° 18' 47" W	23.81'
ES373	S 60° 25' 24" W	28.51'
ES374	S 79° 32' 11" W	20.35'
ES375	S 53° 09' 30" W	25.73'
ES376	S 83° 35' 44" W	11.73'
ES377	S 43° 28' 09" W	12.96'
ES378	S 65° 11' 25" W	14.83'
ES379	S 22° 14' 51" W	16.94'
ES380	S 38° 12' 17" W	3.21'
ES381	S 14° 53' 58" W	9.59'
ES382	S 33° 28' 12" E	5.98'
ES383	S 6° 25' 43" E	18.29'
ES384	S 28° 04' 16" W	17.42'
ES385	S 44° 57' 04" E	7.31'
ES386	S 12° 31' 55" E	17.51'
ES387	S 11° 18' 19" W	9.97'
ES388	S 8° 54' 16" E	7.54'
ES389	S 9° 31' 33" W	10.69'
ES390	S 32° 29' 04" E	9.80'

**EROSION HAZARD SETBACK**

LINE #	DIRECTION	LENGTH
ES391	S 8° 41' 05" E	30.22'
ES392	N 33° 16' 43" E	9.63'
ES393	N 34° 40' 01" E	18.67'
ES394	N 44° 46' 54" E	9.88'
ES395	N 41° 19' 37" E	10.86'
ES396	N 45° 32' 48" E	12.24'
ES397	N 33° 22' 34" E	6.51'
ES398	N 44° 12' 04" E	19.93'
ES399	N 56° 01' 49" E	16.05'
ES400	N 45° 35' 57" E	31.28'
ES401	N 35° 31' 20" E	16.94'
ES402	N 44° 12' 24" E	24.80'
ES403	N 35° 13' 45" E	23.95'
ES404	N 49° 09' 35" E	22.06'
ES405	N 65° 29' 13" E	34.25'
ES406	N 54° 32' 27" E	20.71'
ES407	N 46° 26' 02" E	16.61'
ES408	N 30° 30' 15" E	12.27'
ES409	N 47° 09' 16" E	8.49'
ES410	N 44° 21' 43" E	26.44'

**EROSION HAZARD SETBACK**

LINE #	DIRECTION	LENGTH
ES411	N 28° 15' 56" E	25.48'
ES412	N 32° 59' 33" E	20.95'
ES413	N 23° 24' 15" E	16.47'
ES414	N 36° 58' 00" E	20.21'
ES415	N 50° 50' 01" E	7.62'
ES416	N 35° 49' 55" E	37.61'
ES417	N 31° 58' 55" E	14.41'
ES418	N 38° 00' 11" E	40.14'
ES419	N 76° 17' 20" E	33.88'
ES420	N 26° 56' 07" W	3.57'
ES421	N 22° 41' 26" W	4.77'
ES422	N 38° 19' 51" W	4.80'
ES423	N 27° 41' 41" W	7.79'

**FINAL PLAT for CANYON HOMES  
LOTS 1 - 15 AND COMMON AREAS "A" (PRIVATE STREETS & PRIVATE  
DRAINAGE) AND "B" (PRIVATE STREETS & PRIVATE DRAINAGE)**

A RESUBDIVISION OF LOTS 8, 6, 10 & 11 OF "DEER RUN RANCH ESTATES" AS RECORDED IN BK 11, PG 42 OF  
MAP IN THE NW 1/4 OF SECTION 5 AND THE NE 1/4 OF SECTION 6, T19S, R1E, G55RM, PIMA COUNTY, ARIZONA

7021 NORTH CORRIDA DE VENADO TUCSON, ARIZONA 85718

**ARIZONA REALTY DESIGN**

2044 E. 29th St. Tucson, AZ 85713 520-360-7010 mrand@arizona-realty.com Printed on 07/20/2016

P25FP00013

REV: 1/23/16/0024

DAT: 5/11/16 4:23:20PM

SHEET 6 OF 6

SEQUENCE #

SEQUENCE #

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)  
P25FP00013**

THIS AGREEMENT is made and entered into by and between THE SAM MOUSSA FAMILY LIMITED PARTNERSHIP, L.L.P., an Arizona limited liability partnership or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,568; 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 FINAL PLAT for CANYON HOMES LOTS 1 - 15 AND COMMON AREAS "A" (PRIVATE STREETS & PRIVATE DRAINAGE) AND "B" (PRIVATE STREETS & PRIVATE DRAINAGE) 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-plot all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plot 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-plot described in this section. The re-plot 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-plot 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-plot 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 \_\_\_\_\_, 20\_\_\_\_, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: THE SAM MOUSSA FAMILY PARTNERSHIP, L.L.P., an Arizona limited liability partnership,

\_\_\_\_\_  
Chair, Board of Supervisors

By: The Sam E. Moussa Revocable Trust  
Its: General Partner

ATTEST:

By: [Signature]  
Sam E. Moussa, Trustee \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,568, and not in its corporate capacity

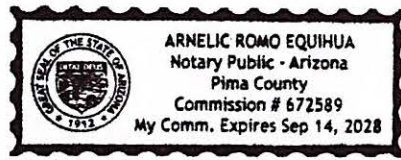
By: [Signature]  
Rachel Turnipseed  
Its: Trust Officer \_\_\_\_\_

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 17th day of September, 2025, by Sam E. Moussa, Trustee of the Sam E. Moussa Revocable Trust, General Partner of The Sam Moussa Family Limited Partnership, L.L.C. ("Subdivider"), an Arizona limited liability partnership.

[Signature]  
Notary Public

My Commission Expires:  
Sep 14, 2028



STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 22nd day of September, 2025, by Rachel Turnipseed of Fidelity National Title Agency, Inc., ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,568.

[Signature]  
Notary Public

My Commission Expires:  
September 25, 2027

