



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

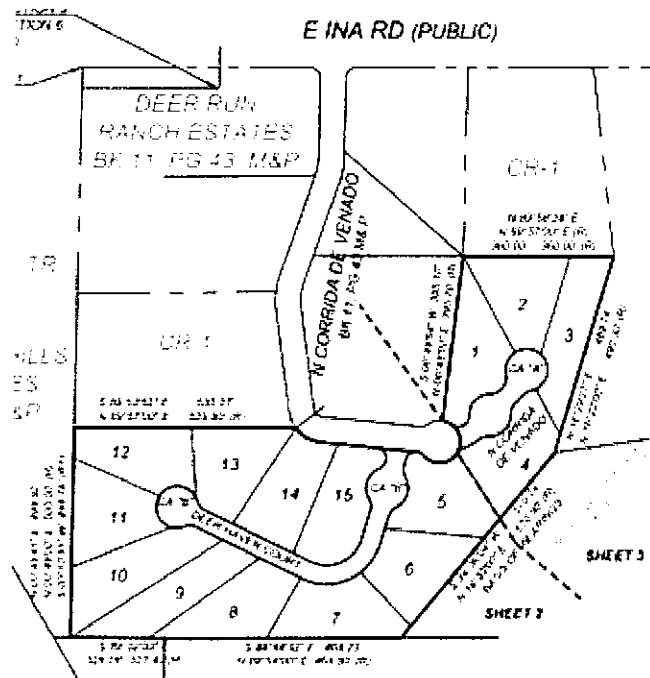
All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

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

Agenda Item Report

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

County Administrator Signature:  Date: 12/17/2025



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

- THE GROSS AREA OF THIS SUBDIVISION IS 14.00 ACRES
- THE NUMBER OF LOTS IS 15
- TOTAL FEET OF NEW PRIVATE STREETS IS 0.20 MILES
- THIS SUBDIVISION LIES WITHIN THE TUCSON WATER SERVICE AREA, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER ARIZ. SECTION 45-576.
- NATURAL RESOURCES, PARKS AND RECREATION IN LIEU FEE OF \$39,885.00 PER LOT SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 11TH LOT.
- AN IRRIPIAN HABITAT DISTURBANCE FOR LOTS 1-15 WILL REQUIRE INDIVIDUAL MITIGATION PLANS ON A LOT-BY-LOT BASIS.
- ELECTRIC SERVICE WILL BE PROVIDED BY TUCSON ELECTRIC POWER
- WATER SERVICE WILL BE PROVIDED BY TUCSON WATER

PERMITTING NOTES

- ZONING IS CR-1
- A SINGLE-LOT NATIVE PLANT PRESERVATION PLAN WILL BE REQUIRED REGARDLESS OF THE AMOUNT OF GRADING FOR LOTS 1-15
- THIS SITE IS SUBJECT TO THE FOLLOWING IDENTIFIED TITLE SCHEDULE B: ITEM 1 ITEM 6 DOCKET 5557, PAGE 152, ITEM 7 DOCKET 2657, PAGE 151, ITEM 8 DOCKET 2905, PAGE 664, 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 12, PAGE 43 OF MAPS & PLATS, RECORDS OF PIMA COUNTY, AZ. THE BEARING OF SAID LINE IS N 39° 36' 04" 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 FEELING OF 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 PLAT CONTROLLERS, THEIR SUCCESSORS, ASSIGNEES, EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND FOR THE FUTURE BY REASON OF FLOODING, FLOWAGE, 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 EASEMENTS FOR THE USE OF THE LAND OWNED BY THE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVE-GROUND AND UNDER-GROUND UTILITIES AND SERVICES PROVIDED BY THE OWNERS. PRIVATE AND SLICE 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 IN THE RECORDS OF PIMA COUNTY AS OF THE DATE OF THIS PLAT. 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. 69564, ONLY AND NOT OTHERWISE.

BY _____ DATE _____

TRUST OFFICER

BENEFICIARY

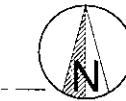
THE BENEFICIARY OF FIDELITY NATIONAL TITLE AGENCY, INC. TRUST NO. 69564 IS
THE SAM MOUSSA FAMILY LIMITED PARTNERSHIP, LLP
DR. SAM MOUSSA
6062 NORTH PASEO ZALDIVAR
TUCSON, ARIZONA 85730

NW CORNER SECTION 5
NE CORNER SECTION 6
NOTHING FOUND

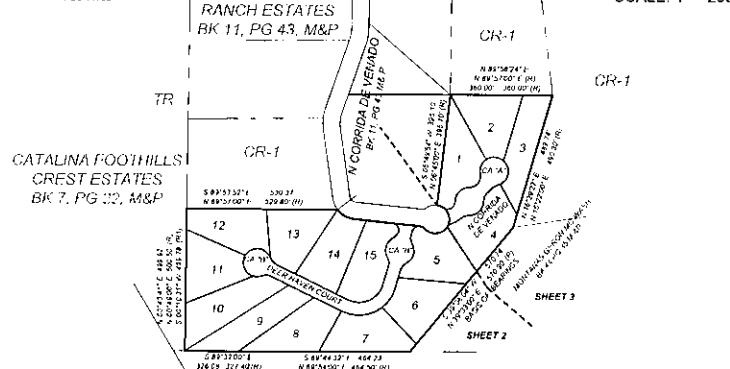
NW CORNER LOT 1
1/2" REBAR
#LS 31025

CR-1
E INA RD (PUBLIC)

DEER RUN
RANCH ESTATES
BK 11, PG 43, M&P



SCALE: 1" = 200'



PROJECT OVERVIEW PLAN

PERMITTING NOTES

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY, APPEARED RACHEL TURNER, WHO ACKNOWLEDGED HERSELF TO ME AS THE SECRETARY 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 FLOODPLAIN

I, CHRISTOPHER ROD, AS THE DRAINAGE ENGINEER AND ARIZONA REGISTRANT FOR THE PROJECT, CERTIFY THAT THE FLOODPLAIN AND EROSION HAZARD SETBACK 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 - RLS NO. 36872(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 - RLS NO. 37307(AZ)

RECORDING

STATE OF ARIZONA JSS

COUNTY OF PIMA

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

COUNTY RECORDER DATE _____

ASSURANCES

ASSURANCES IN THE FORM OF THIRD PARTY TRUST FROM FIDELITY NATIONAL TITLE AGENCY, INC., AS RECORDED IN TRUST NO. 69564 FROM FIDELITY NATIONAL TITLE AGENCY, INC., AS RECORDED SEQUENTIALLY IN TRUST NO. 69565, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.65 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY

CHAR. BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE

ATTEST

I, MELISSA MARINIQUEZ, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS THE ____ DAY OF ____.

CLERK, BOARD OF SUPERVISORS

DATE

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 MAP, IN THE NW 1/4 OF SECTION 5 AND THE NE 1/4 OF SECTION 6, T13S, R14E, G5&6, PIMA COUNTY, ARIZONA.

7021 NORTH CORRIDA DE VENADO, TUCSON, ARIZONA 85714

ARIZONA REALTY DESIGN

P25FP00013
RLS - P231-90004

DATE: SEPTEMBER 23, 2025

PAGE NO. 22/003

SEQUENCE #

SHEET 1 OF 6

20241-29-A, Tucson, AZ 85713 520-315-7314 info@arrealtydesign.com Page No. 22/003

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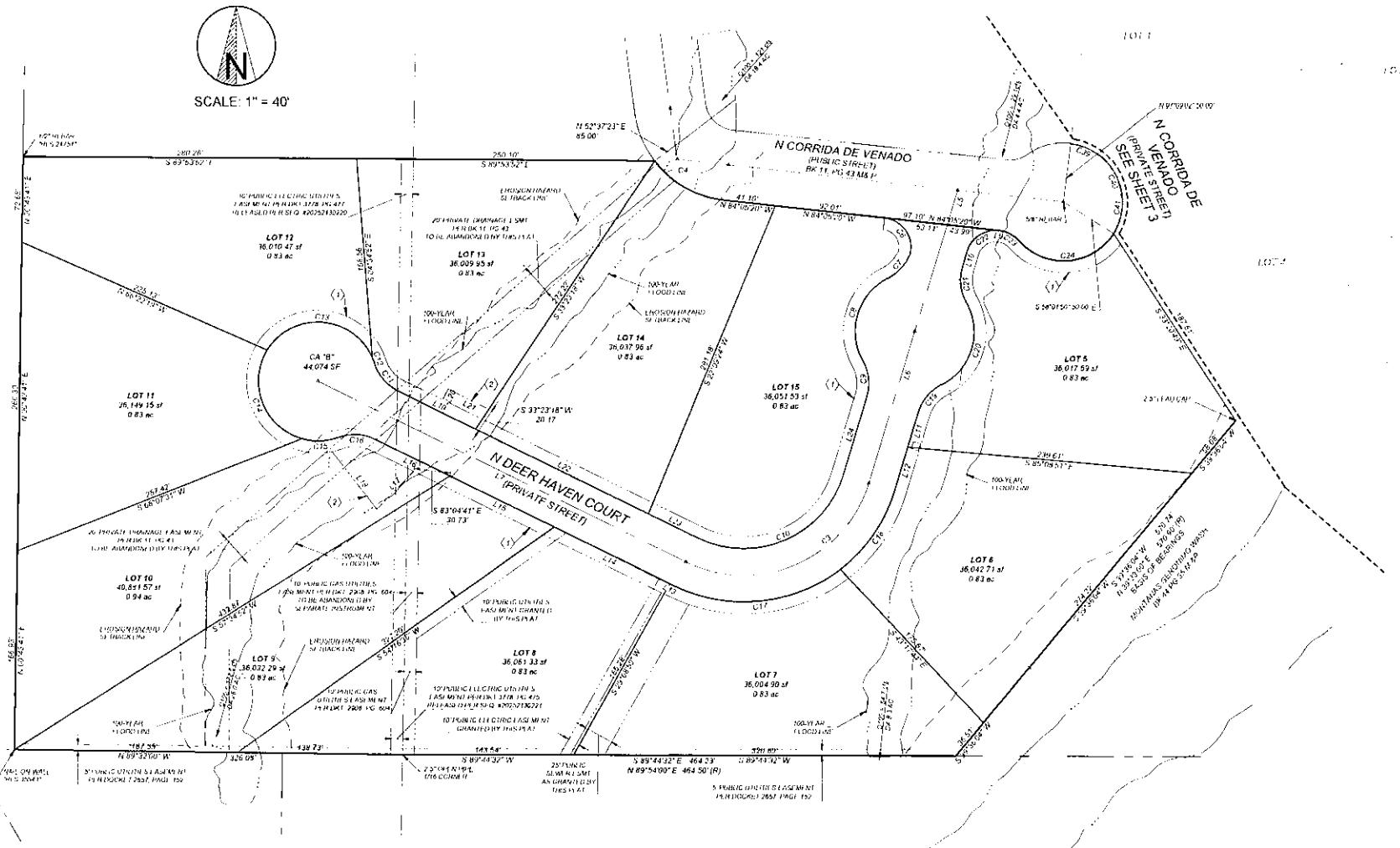
20241-29-A, Tucson, AZ 85713 520-315-7314 info@arrealtydesign.com Page No. 22/003

SEQUENCE #

SHEET 1 OF 6



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 #6 FOR FLOODPLAIN & 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 RANCHESTATES" 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, T11S, R1E, G43RM, PIMA COUNTY, ARIZONA

7021 NORTH CORRIDA DE VENADO, TUCSON, ARIZONA 85718

ARIZONA REALTY DESIGN

P25FP00013

REF. 103100004

DATE 01-11-2013

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100-YR FLOODPLAIN																				
LINE #	DIRECTION	LENGTH																		
FP25	S 28° 11' 33" W	12.18'	FP45	N 77° 59' 42" W	7.68'	FP85	S 73° 50' 25" W	4.92'	FP85	S 52° 42' 28" W	4.93'	FP105	S 30° 55' 51" W	10.27'	FP125	N 31° 30' 44" W	4.89'	FP145	N 60° 29' 12" E	4.57'
FP26	S 25° 33' 18" W	6.82'	FP46	S 71° 03' 48" W	3.54'	FP86	S 22° 31' 52" W	9.26'	FP86	S 70° 57' 49" W	10.49'	FP106	S 16° 35' 01" W	5.61'	FP126	N 9° 52' 19" W	3.76'	FP146	N 69° 11' 10" E	15.45'
FP27	S 51° 12' 40" W	31.51'	FP47	S 58° 54' 50" W	5.52'	FP87	S 33° 54' 36" W	7.74'	FP87	S 58° 12' 35" W	3.97'	FP107	S 2° 39' 58" W	5.92'	FP127	N 18° 15' 20" E	14.53'	FP147	N 52° 54' 17" E	14.69'
FP28	S 58° 45' 57" W	8.97'	FP48	S 52° 45' 33" W	4.02'	FP88	S 28° 51' 44" W	5.31'	FP88	S 41° 27' 08" W	15.16'	FP108	S 1° 10' 31" E	11.32'	FP128	N 29° 29' 45" E	3.77'	FP148	S 82° 51' 41" E	9.17'
FP29	S 49° 38' 40" W	9.85'	FP49	S 46° 22' 05" W	3.60'	FP89	S 18° 59' 31" W	14.53'	FP89	S 56° 43' 19" W	14.19'	FP109	S 18° 31' 31" E	3.06'	FP129	N 42° 54' 52" E	6.37'	FP149	N 79° 09' 17" E	5.45'
FP30	S 37° 54' 16" W	2.68'	FP50	S 51° 48' 23" W	3.89'	FP90	S 30° 50' 16" W	21.71'	FP90	S 71° 16' 49" W	10.47'	FP110	S 54° 50' 01" E	2.83'	FP130	N 17° 07' 57" E	2.63'	FP150	N 56° 01' 54" E	11.55'
FP31	S 5° 24' 59" E	4.44'	FP51	S 60° 26' 47" W	4.56'	FP91	S 62° 13' 04" W	5.60'	FP91	S 61° 23' 43" W	3.75'	FP111	N 82° 50' 43" E	5.96'	FP131	N 14° 31' 42" W	5.20'	FP151	N 62° 06' 11" E	9.32'
FP32	S 3° 37' 00" W	4.37'	FP52	S 70° 57' 05" W	10.49'	FP92	S 71° 23' 20" W	9.91'	FP92	S 40° 20' 12" W	11.29'	FP112	S 67° 41' 12" E	4.69'	FP132	N 12° 56' 28" E	6.08'	FP152	N 42° 31' 23" E	15.39'
FP33	S 29° 49' 37" W	5.62'	FP53	S 57° 45' 42" W	3.92'	FP93	S 61° 21' 35" W	4.92'	FP93	S 32° 11' 13" W	18.65'	FP113	S 19° 01' 50" E	1.97'	FP133	N 9° 47' 24" W	11.60'	FP153	N 59° 38' 54" E	22.87'
FP34	S 41° 18' 40" W	11.59'	FP54	S 24° 02' 51" W	13.72'	FP94	S 73° 26' 39" W	11.72'	FP94	S 24° 23' 44" W	10.83'	FP114	N 18° 02' 46" W	5.84'	FP134	N 2° 16' 44" E	7.14'	FP154	N 51° 31' 28" E	9.32'
FP35	S 46° 51' 04" W	4.62'	FP55	S 40° 58' 41" W	4.62'	FP95	S 67° 42' 07" W	4.84'	FP95	S 44° 27' 56" W	8.33'	FP115	N 25° 55' 43" W	6.85'	FP135	N 15° 25' 55" E	19.71'	FP155	N 85° 19' 47" E	5.96'
FP36	S 57° 22' 49" W	9.76'	FP56	S 50° 07' 47" W	18.58'	FP96	N 70° 40' 07" W	5.82'	FP96	S 25° 36' 51" W	3.68'	FP116	N 49° 51' 31" W	5.47'	FP136	N 24° 26' 35" E	4.54'	FP156	N 63° 19' 20" E	20.47'
FP37	S 46° 38' 14" W	4.32'	FP57	S 69° 14' 33" W	9.51'	FP97	S 63° 57' 29" W	2.64'	FP97	S 1° 19' 52" W	64.88'	FP117	N 69° 55' 47" W	4.46'	FP137	N 40° 22' 44" E	7.79'	FP157	N 58° 26' 57" E	12.32'
FP38	S 42° 59' 50" W	10.99'	FP58	S 24° 26' 25" W	2.09'	FP98	S 38° 53' 06" W	3.16'	FP98	S 12° 59' 02" E	11.62'	FP118	N 33° 26' 26" W	2.60'	FP138	N 34° 20' 52" E	9.61'	FP158	N 64° 57' 02" E	5.36'
FP39	S 52° 26' 01" W	9.17'	FP59	S 37° 56' 13" E	3.10'	FP99	S 1° 28' 49" W	2.67'	FP99	S 12° 25' 39" E	5.52'	FP119	N 25° 33' 14" E	9.18'	FP139	N 52° 31' 14" E	4.24'	FP159	N 97° 45' 33" E	3.92'
FP40	S 42° 53' 33" W	11.02'	FP60	S 16° 25' 02" E	2.46'	FP80	S 4° 58' 09" W	2.45'	FP100	S 9° 58' 41" W	7.52'	FP120	N 17° 16' 35" E	12.45'	FP140	N 79° 21' 57" E	4.15'	FP160	N 32° 23' 56" E	22.62'
FP41	S 31° 26' 34" W	4.59'	FP61	S 55° 19' 14" W	3.75'	FP81	S 35° 15' 27" W	2.86'	FP101	S 15° 44' 31" E	4.21'	FP121	N 51° 42' 40" E	6.62'	FP141	S 80° 48' 44" E	7.22'	FP161	N 19° 20' 25" E	26.28'
FP42	S 24° 15' 37" W	5.39'	FP62	S 64° 39' 46" W	5.38'	FP82	S 68° 40' 16" W	12.41'	FP102	S 39° 52' 48" W	11.22'	FP122	N 3° 25' 45" W	7.05'	FP142	N 41° 38' 20" E	13.22'	FP162	N 29° 14' 50" E	3.82'
FP43	S 30° 35' 01" W	4.92'	FP63	S 50° 03' 59" W	4.34'	FP83	S 61° 45' 19" W	5.38'	FP103	S 26° 19' 25" W	3.74'	FP123	N 17° 16' 46" W	5.76'	FP143	N 57° 64' 54" E	13.55'	FP163	N 40° 58' 30" E	7.70'
FP44	S 65° 41' 35" W	3.73'	FP64	S 43° 30' 27" W	3.26'	FP84	S 36° 24' 45" W	4.88'	FP104	S 1° 01' 17" W	4.12'	FP124	N 41° 16' 51" W	10.82'	FP144	N 49° 11' 22" E	7.48'	FP164	N 33° 57' 35" E	9.72'
100-YR FLOODPLAIN			100-YR FLOODPLAIN			100-YR FLOODPLAIN			100-YR FLOODPLAIN			100-YR FLOODPLAIN			100-YR FLOODPLAIN			100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH																		
FP165	N 47° 18' 57" E	4.47'	FP185	S 31° 54' 53" W	7.07'	FP205	S 6° 12' 16" E	10.60'	FP225	S 25° 59' 32" W	9.09'	FP245	N 7° 59' 32" W	11.30'	FP265	N 14° 02' 40" E	6.28'	FP285	N 20° 49' 54" E	8.63'
FP166	N 59° 12' 24" E	10.79'	FP186	S 16° 32' 32" W	19.76'	FP206	S 12° 14' 14" W	21.09'	FP226	S 1° 16' 29" E	3.47'	FP246	N 8° 57' 20" E	6.41'	FP266	N 4° 28' 09" E	18.61'	FP286	N 2° 39' 28" W	2.23'
FP167	N 49° 40' 52" E	6.05'	FP187	S 3° 24' 40" W	8.27'	FP207	S 18° 13' 44" W	20.24'	FP227	S 26° 48' 41" W	9.36'	FP247	N 27° 42' 23" E	8.25'	FP267	N 13° 53' 30" E	32.85'	FP287	N 36° 53' 37" W	7.07'
FP168	N 34° 49' 46" E	10.04'	FP188	S 4° 49' 07" E	5.61'	FP208	S 34° 03' 24" W	5.94'	FP228	S 1° 15' 03" W	6.27'	FP248	N 14° 04' 23" W	12.29'	FP268	N 5° 39' 40" W	7.30'	FP288	N 5° 39' 24" E	3.94'
FP169	N 52° 04' 23" E	9.43'	FP189	S 12° 53' 11" E	5.72'	FP209	S 43° 42' 55" W	5.72'	FP229	S 10° 23' 45" W	7.22'	FP249	N 16° 35' 25" W	13.69'	FP269	N 15° 28' 16" E	5.15'	FP289	N 24° 37' 51" E	10.77'
FP170	N 44° 09' 23" E	4.62'	FP190	S 21° 30' 49" E	6.15'	FP210	S 33° 05' 53" W	5.78'	FP230	S 0° 42' 02" E	6.32'	FP250	N 10° 44' 12" E	7.51'	FP270	N 14° 02' 14" W	5.49'	FP290	N 40° 54' 46" E	3.15'
FP171	N 34° 02' 09" E	13.55'	FP191	S 26° 08' 56" E	9.17'	FP211	S 29° 58' 43" W	14.75'	FP231	S 16° 17' 31" W	6.70'	FP251	N 8° 52' 14" W	7.89'	FP271	N 2° 07' 45" E	7.38'	FP291	N 28° 55' 48" W	4.34'
FP172	N 37° 03' 54" E	25.10'	FP192	S 15° 49' 33" E	10.28'	FP212	S 25° 54' 45" W	5.22'	FP232	S 15° 27' 30" W	5.16'	FP252	N 15° 34' 24" E	4.06'	FP272	N 11° 36' 43" E	2.57'	FP292	N 28° 55' 48" W	4.34'
FP173	N 35° 49' 05" E	19.10'	FP193	S 3° 48' 28" E	10.63'	FP213	S 15° 22' 18" W	13.22'	FP233	S 12° 41' 56" W	5.74'	FP253	N 29° 24' 16" E	11.06'	FP273	N 11° 36' 43" E	2.57'	FP293	N 24° 21' 32" W	18.69'
FP174	N 3° 10' 03" W	7.43'	FP194	S 5° 24' 10" W	5.43'	FP214	S 24° 03' 20" W	4.50'	FP234	S 5° 50' 31" W	8.89'	FP254	N 58° 10' 16" E	10.56'	FP274	N 40° 04' 26" E	3.62'	FP294	N 24° 21' 22" W	3.18'
FP175	N 21° 08' 43" E	4.19'	FP195	S 15° 46' 02" W	12.83'	FP215	S 38° 58' 04" W	7.82'	FP235	S 27° 46' 20" E	3.93'	FP255	N 29° 32' 19" E	10.39'	FP275	N 29° 39' 51" E	3.67'	FP295	N 9° 43' 30" E	13.94'
FP176	N 52° 35' 19" E	4.24'	FP196	S 30° 03' 44" W	12.26'	FP216	S 23° 06' 40" W	12.01'	FP236	N 22° 33' 45" E	2.49'	FP256	N 51° 46' 35" E	9.33'	FP276	N 8° 40' 47" E	4.39'	FP296	N 12° 00' 17" W	5.06'
FP177	N 80° 08' 52" E	4.14'	FP197	S 5° 00' 30" W	8.85'	FP217	S 15° 25' 24" W	17.95'	FP237	N 5° 41' 45" W	5.49'	FP257	N 45° 36' 59" E	4.78'	FP277	N 28° 52' 36" W	20.64'	FP297	N 24° 20' 36" W	3.18'
FP178	S 79° 45' 34" E	7.31'	FP198	S 2° 52' 36" W	6.32'	FP218	S 25° 07' 24" W	3.12'	FP238	N 11° 21' 32" W	5.92'	FP258	N 38° 53' 25" E	16.69'	FP278	N 24° 20' 36" W	20.64'	FP298	N 24° 21' 22" W	3.18'
FP179	N 65° 11' 26" E	2.61'	FP199	S 24° 12' 09" W	4.44'	FP219	S 10° 47' 14" W	4.31'	FP239	S 2° 47' 40" E	5.32'	FP259	N 24° 21' 22" W	6.75'	FP279	N 4° 37' 57" E	3.18'	FP299	N 52° 51' 07" E	8.12'
FP180	N 41° 41' 23" E	14.64'	FP200	S 40° 34' 50" W	6.50'	FP220	S 1° 36' 06" W	32.97'	FP240	N 50° 02' 12" E	18.47'	FP260	N 9° 43' 30" E	13.94'	FP280	N 52° 51' 07" E	8.12'	FP290	N 42° 31' 25" E	3.35'
FP181	N 29° 35' 30" E	20.93'	FP201	S 12° 21' 11" W	3.25'	FP221	S 10° 20' 47" W	5.17'	FP241	N 29° 13' 07" E	3.01'	FP261	N 3° 04' 11" E	11.41'	FP281	N 42° 31' 25" E	3.35'	FP291	N 0° 41' 54" W	2.52'
FP182	N 41° 41' 45" E	14.79'	FP202	S 9° 47' 13" E	11.42'	FP222	S 19° 16' 52" W	5.54'	FP242	N 10° 47' 14" E	4.31'	FP262	N 21° 52' 34" E	7.20'	FP282	N 0° 41' 54" W	2.52'	FP292	N 28° 57' 46" W	6.42'
FP183	N 49° 46' 46" E	4.46'	FP203	S 1° 48' 32" W	6.61'	FP223	S 32° 12' 32" W	13.88'	FP243	N 1° 34' 51" E	32.81'	FP263	N 39° 41' 12" W	11.36'	FP283	N 28° 57' 46" W	6.42'	FP293	N 30° 20' 51" E	10.31'
FP184	S 4° 12' 57" E	10.83'	FP204	S 12° 33' 37" W	9.38'	FP224	S 40° 40' 24" W													

EROSION HAZARD SETBACK			EROSION HAZARD SETBACK			EROSION HAZARD SETBACK			EROSION HAZARD SETBACK			EROSION HAZARD SETBACK			EROSION HAZARD SETBACK		
LINE #	DIRECTION	LENGTH															
ES291	S 25° 49' 08" W	10.61'	ES311	S 23° 19' 08" W	9.28'	ES331	S 28° 10' 22" W	11.36'	ES351	S 50° 51' 25" W	14.45'	ES371	S 43° 09' 33" W	59.49'	ES391	S 6° 41' 05" E	20.22'
ES292	S 44° 34' 18" W	22.07'	ES312	S 40° 10' 52" W	11.93'	ES332	S 24° 15' 30" W	8.22'	ES352	S 65° 15' 19" W	17.52'	ES372	S 51° 18' 47" W	23.81'	ES392	N 39° 16' 43" E	9.63'
ES293	S 60° 23' 31" W	10.72'	ES313	S 29° 27' 08" W	14.02'	ES333	S 44° 11' 12" W	8.22'	ES353	S 48° 09' 22" W	8.00'	ES373	S 60° 25' 24" W	28.51'	ES393	N 34° 40' 02" E	18.67'
ES294	S 50° 51' 19" W	13.71'	ES314	S 54° 30' 20" W	7.91'	ES334	S 32° 27' 37" W	9.86'	ES354	S 31° 47' 16" W	10.63'	ES374	S 79° 32' 11" W	20.35'	ES394	N 44° 46' 54" E	9.88'
ES295	S 29° 11' 19" W	18.69'	ES315	S 47° 28' 56" W	12.78'	ES335	S 26° 40' 32" W	14.08'	ES355	S 24° 13' 07" E	7.95'	ES375	S 53° 69' 30" W	25.73'	ES395	N 41° 19' 37" E	10.86'
ES296	S 41° 13' 36" W	13.94'	ES316	S 42° 42' 16" W	6.34'	ES336	S 13° 45' 15" W	12.50'	ES356	S 14° 42' 28" W	18.71'	ES376	S 63° 35' 44" W	11.73'	ES396	N 45° 34' 48" E	12.24'
ES297	S 51° 25' 04" W	20.02'	ES317	S 48° 09' 05" W	13.85'	ES337	S 14° 58' 59" E	3.07'	ES357	S 48° 51' 23" W	13.22'	ES377	S 43° 28' 09" W	12.96'	ES397	N 33° 22' 34" E	6.51'
ES298	S 47° 31' 03" W	30.48'	ES318	S 77° 50' 57" W	6.64'	ES338	S 12° 38' 47" W	7.73'	ES358	S 57° 58' 39" W	9.62'	ES378	S 65° 11' 35" W	14.63'	ES398	N 44° 12' 04" E	19.93'
ES299	S 26° 23' 42" W	1.46'	ES319	N 74° 12' 40" W	4.64'	ES339	S 0° 40' 22" W	48.25'	ES359	S 32° 40' 06" W	13.34'	ES379	S 22° 14' 51" W	16.94'	ES399	N 56° 01' 49" E	16.05'
ES300	S 79° 19' 51" W	0.55'	ES320	S 75° 01' 23" W	7.16'	ES340	S 2° 20' 09" E	6.64'	ES360	S 44° 08' 00" W	9.63'	ES380	S 38° 12' 17" W	3.21'	ES400	N 45° 38' 57" E	31.28'
ES301	S 55° 44' 41" W	18.71'	ES321	S 45° 20' 04" W	14.48'	ES341	S 7° 42' 18" E	18.29'	ES361	S 35° 10' 16" W	14.80'	ES381	S 14° 53' 58" W	9.59'	ES401	N 35° 31' 20" E	16.94'
ES302	S 31° 18' 38" W	17.71'	ES322	S 42° 40' 29" W	15.66'	ES342	S 0° 09' 55" W	14.72'	ES362	S 44° 01' 03" W	14.81'	ES382	S 33° 28' 12" E	5.99'	ES402	N 44° 13' 24" E	24.80'
ES303	S 24° 11' 56" W	8.88'	ES323	S 32° 34' 04" W	5.54'	ES343	S 22° 41' 28" E	3.69'	ES363	S 55° 37' 06" W	13.93'	ES383	S 6° 25' 43" E	18.29'	ES403	N 30° 13' 45" E	23.95'
ES304	S 44° 52' 34" W	7.21'	ES324	S 68° 15' 11" W	21.28'	ES344	S 46° 11' 32" W	2.73'	ES364	S 60° 48' 15" W	8.42'	ES384	S 28° 54' 16" W	17.42'	ES404	N 49° 09' 36" E	22.06'
ES305	S 38° 40' 09" W	10.12'	ES325	S 58° 38' 29" W	10.98'	ES345	S 1° 57' 13" W	16.08'	ES365	S 53° 41' 22" W	21.36'	ES385	S 44° 57' 04" E	7.31'	ES405	N 65° 29' 13" E	24.25'
ES306	S 52° 03' 22" W	13.64'	ES326	S 41° 41' 23" W	8.99'	ES346	S 14° 22' 12" W	7.61'	ES366	S 63° 31' 27" W	2.80'	ES386	S 12° 31' 35" E	17.51'	ES406	N 54° 13' 27" E	20.71'
ES307	S 34° 01' 10" W	12.50'	ES327	S 59° 37' 32" W	17.85'	ES347	S 25° 01' 35" E	16.05'	ES367	S 37° 54' 00" W	40.44'	ES387	S 11° 18' 19" W	9.97'	ES407	N 46° 26' 02" E	16.61'
ES308	S 53° 46' 35" W	8.70'	ES328	S 33° 38' 48" W	12.68'	ES348	S 44° 47' 05" E	3.82'	ES368	S 61° 20' 55" W	10.14'	ES388	S 5° 54' 16" E	7.54'	ES408	N 30° 30' 15" E	12.27'
ES309	S 44° 01' 03" W	14.81'	ES329	S 70° 39' 10" W	9.01'	ES349	S 50° 16' 44" W	26.66'	ES369	S 71° 16' 18" W	6.05'	ES389	S 9° 31' 23" W	10.69'	ES409	N 47° 09' 16" E	8.49'
ES310	S 37° 35' 04" W	6.08'	ES330	S 54° 46' 02" W	13.40'	ES350	S 25° 38' 32" W	17.91'	ES370	S 20° 27' 20" W	6.04'	ES390	S 32° 29' 04" E	9.86'	ES410	N 44° 21' 43" E	26.44'

EROSION HAZARD SETBACK

LINE #	DIRECTION	LENGTH
ES411	N 28° 15' 54" E	25.48'
ES412	N 32° 59' 33" E	20.95'
ES413	N 23° 24' 15" E	26.47'
ES414	N 36° 56' 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 34° 00' 11" E	49.14'
ES419	N 76° 17' 20" E	37.88'
ES420	N 26° 58' 07" W	3.57'
ES421	N 22° 42' 26" W	4.77'
ES422	N 38° 49' 51" W	4.80'
ES423	N 27° 47' 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 5, 6, 10 & 11 OF "DEER RUN RANCH ESTATES" AS RECORDED IN BK 11, PG 41 OF
MSP, IN THE NW 1/4 OF SECTION 5 AND THE NE 1/4 OF SECTION 6, T11S, R1E, G5SR, PIMA COUNTY, ARIZONA

7021 NORTH CORRIDOR DE VENADO, TUCSON, ARIZONA 85718

ARIZONA REALTY DESIGN

P25PP00013
R11 P2510004
DATE: SEPTEMBER 4, 2018
SEQUENCE #

SHEET 6 OF 6

**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-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 _____, 20____, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

Chair, Board of Supervisors

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

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

By: Sam E. Moussa
Sam E. Moussa, Trustee

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

By: Rachel Turnipseed
Rachel Turnipseed
Its: Trust Officer

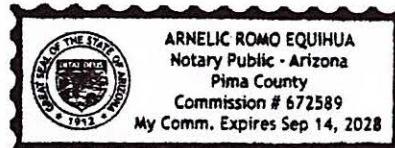
STATE OF ARIZONA)
County of Pima)

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.

My Commission Expires:

Sep 14, 2028

Arnelic Romo Equihua
Notary Public



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.

My Commission Expires:

September 25, 2027

