



## BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 7/2/2024

\*= Mandatory, information must be provided

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

**\*Title:**

FINAL PLAT (P22FP00014) CANOA RANCH BLOCK 27 SOUTH LOTS 1 THRU 337, COMMON AREA "A" AND "B"

**\*Introduction/Background:**

FINAL PLAT PROCESS TO CREATE 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: 724-6490

Contact: THOMAS DRZAZGOWSKI

Telephone: 724-6490

Department Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



## DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS 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 AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RESULTING FROM 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 TO PIMA COUNTY AND ALL UTILITY COMPANIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

PRIVATE DRAINAGEWAYS AND COMMON AREA B SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREAS BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE 20 \_\_\_\_\_ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NO. 202208-S, AS TRUSTEE ONLY AND NOT OTHERWISE (LOTS 68-131 INCLUSIVE, OF CANOA RANCH BLOCK 27 SOUTH).

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NO. 202209-S, AS TRUSTEE ONLY AND NOT OTHERWISE (LOTS 1-67 INCLUSIVE, LOTS 132-337 INCLUSIVE, AND COMMON AREAS "A" AND "B" OF CANOA RANCH BLOCK 27 SOUTH).

*[Signature]*  
5-21-2024  
DATE

BENEFICIARY OF TRUST No. 202208-S

CR BLOCK 27 LAND DEVELOPMENT, LLC,  
AN ARIZONA LIMITED LIABILITY COMPANY

## ACKNOWLEDGEMENT

STATE OF ARIZONA )  
COUNTY OF PIMA )

ON THIS, THE 21<sup>ST</sup> DAY OF MAY, 2024, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, LEAS HARLOS, WHO ACKNOWLEDGED HE SELF TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FORGING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY HE SELF AS TRUST OFFICER.

8/1/25  
MY COMMISSION EXPIRES: NOTARY PUBLIC

*[Signature]*  
5-21-2024  
DATE

BENEFICIARY OF TRUST No. 202209-S

CR BLOCK 27 LAND INVESTMENT, LLC, AN  
ARIZONA LIMITED LIABILITY COMPANY

## ACKNOWLEDGEMENT

STATE OF ARIZONA )  
COUNTY OF PIMA )

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8/1/25  
MY COMMISSION EXPIRES: NOTARY PUBLIC

*[Signature]*  
5-21-2024  
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Tucson, Arizona (520) 881-7480

## GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 115.93 ACRES.
2. TOTAL NUMBER OF LOTS IS 337 (251 UNITS PER ACRE).
3. AVERAGE LOT SIZE FOR THIS DEVELOPMENT IS 7,024 SQ. FT. OR 0.17 ACRES.
4. MINIMUM LOT SIZE SHOWN IS 5,743 SQ. FT. OR 0.13 ACRES.
5. MAXIMUM LOT SIZE SHOWN IS 17,375 SQ. FT. OR 0.40 ACRES.
6. ALL STREETS ARE PRIVATE. TOTAL LENGTH OF NEW PRIVATE STREETS IS 3.176 MILES.
7. NO FURTHER SUBDIVISION OF ANY PARCEL SHOWN SHALL BE PERMITTED WITHOUT WRITTEN APPROVAL OF PIMA COUNTY.
8. MAINTENANCE OF EASEMENTS WITHIN THE LOTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. MAINTENANCE OF EASEMENTS WITHIN THE COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
9. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
10. GREEN VALLEY WATER DISTRICT SHALL BE THE WATER SERVICE PROVIDER.
11. INTERIOR PROPERTY CORNERS AND CENTERLINE MONUMENTATION SHALL BE SET AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY PLAT SHALL BE RECORDED SHOWING THESE DIFFERENCES.
12. THE AREA BETWEEN THE 100 YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100 YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE COUNTY ENGINEER.
13. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT XERORIPARIAN CLASS C ON SITE: 4.46 ACRES.
14. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT IMPORTANT RIPARIAN AREA XERORIPARIAN CLASS C ON SITE: 0.94 ACRES.
15. AMOUNT OF REGULATED RIPARIAN HABITAT DISTURBED ON SITE BY THIS PROJECT: 3.83 ACRES.
16. THIS PLAT IS SUBJECT TO AN APPROVED RIPARIAN HABITAT MITIGATION PLAN.

## RECORDING DATA

STATE OF ARIZONA )  
COUNTY OF PIMA )

GABRIELLA CAZARES-KELLY PIMA COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY FOR PIMA COUNTY RECORDER

## BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PROJECT IS THE SAN IGNACIO DE LA CANOA LAND GRANT (WEST BOUNDARY). SAID BEARING BEING N 22°56'10" E, BETWEEN THE 10 AND 9-12 MILE MONUMENTS.

## ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY, LLC, UNDER TRUST NO. 202208-S, AS RECORDED IN SEQUENCE NO. \_\_\_\_\_, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY, LLC, UNDER TRUST NO. 202209-S, AS RECORDED IN SEQUENCE NO. \_\_\_\_\_, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

CHAIR, BOARD OF SUPERVISORS  
PIMA COUNTY, ARIZONA

## ATTEST:

I, \_\_\_\_\_, 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 \_\_\_\_\_, 2024.

CLERK, BOARD OF SUPERVISORS DATE

## PERMITTING NOTES

1. THIS DEVELOPMENT IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER C09-01-01 AS APPROVED ON MARCH 13, 2001 TO INCLUDE: RESIDENTIAL BUILDING HEIGHT IS RESTRICTED TO TWENTY FOUR FEET (24').
2. THIS DEVELOPMENT IS SUBJECT TO DESIGN REVIEW COMMITTEE REQUIREMENTS AS FOUND IN CASE NUMBER C020-01-13 AS APPROVED ON MAY 3, 2001.
3. CARPORT/GARAGE SHALL BE SET BACK A MINIMUM OF 20' FROM THE SIDEWALK AND 15' FROM THE SIDEWALK FOR SIDE ENTRY.
4. THIS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CANOA RANCH DEVELOPMENT AGREEMENT BETWEEN PIMA COUNTY AND FAIRFIELD CANOA RANCH, L.L.C. RECORDED IN BOOKET 11511 AT PAGE 42.
5. ALL REQUIRED PARKING WILL BE OFF-STREET. ON-SITE (OFF-STREET) PARKING SPACES OUTSIDE OF CARPORT/GARAGE SHALL MEASURE 8'X20' MINIMUM AND SHALL NOT ENCRUMB UPON SIDEWALK.
6. AN APPROVED WATER SUPPLY CAPABLE OF SUPPLYING THE PROJECTED FIRE FLOW FOR FIRE PROTECTION SHALL BE PROVIDED AND/OR EXTENDED AS NECESSARY TO SERVE THE SITE. THE PROJECTED FIRE FLOW REQUIREMENT FOR THIS DEVELOPMENT IS 1000 GPM.
7. A PROJECT CONSTRUCTION PERMIT MUST BE SECURED FROM PIMA COUNTY WASTEWATER MANAGEMENT DEPARTMENT BEFORE BEGINNING ANY WORK ON THIS PROJECT.
8. RIPARIAN HABITAT MITIGATION HAS BEEN ADDRESSED THROUGH AN IN-LIEU FEE IN THE AMOUNT OF \$50,820. ON-SITE RIPARIAN HABITAT MITIGATION PLANTING IS NOT REQUIRED. ADDITIONAL DISTURBANCE WILL REQUIRE REGIONAL FLOOD CONTROL DISTRICT REVIEW AND APPROVAL.

## CERTIFICATION

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.

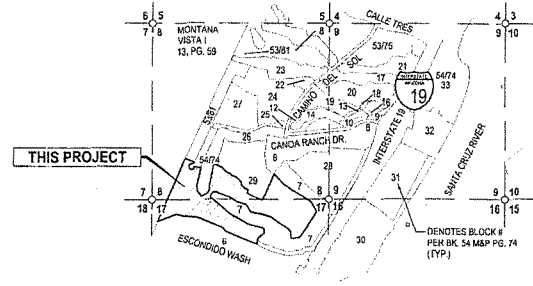
BENJAMIN E. ZISMANN R.L.S., No. 65868

I HEREBY CERTIFY THAT FLOOD PRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE REVIEWED AND SHOWN UNDER MY DIRECTION.

WILLIAM C. WALKER, P.E. 11065

## LAND USES

COMMON AREA "A" =	659,942 SQ. FT. OR 15.15 ACRES	PRIVATE STREETS
COMMON AREA "B" =	1,870,988 SQ. FT. OR 41.80 ACRES	FUNCTIONAL OPEN SPACE / DRAINAGE
RESIDENTIAL LOTS 1-337 =	2,599,178 SQ. FT. OR 59.98 ACRES	RESIDENTIAL LOTS
TOTAL SQ. FT. =	5,050,058 SQ. FT. TOTAL OR 115.93 ACRES	



## LEGEND

- SUBDIVISION BOUNDARY
- RIGHT-OF-WAY
- PROPERTY LINE
- 100 YR. FLOOD LINE
- EROSION HAZARD SETBACK LINE
- EASEMENT LINE
- SECTION LINE
- RIPARIAN HABITAT IMPORTANT RIPARIAN AREA XERORIPARIAN CLASS C
- RIPARIAN HABITAT XERORIPARIAN CLASS C
- MATCH LINE
- 1/2" IRON PARCEL PIN TO BE SET BY AN RLS
- FOUND PROPERTY CORNER AS NOTED
- SECTION CORNER / QUARTER SECTION CORNER
- BRASS CAPPED CENTER LINE MONUMENT TO BE SET BY AN RLS
- PUBLIC UTILITY EASEMENT
- EROSION HAZARD SETBACK
- FLOOD LINE

## SHEET INDEX

- SHEET 1 COVER SHEET
- SHEET 2 PROJECT BOUNDARY INFO
- SHEETS 3-13 PLAN SHEETS
- SHEETS 14-15 SVT EASEMENT DETAILS
- SHEETS 16-18 LINE AND CURVE TABLES
- SHEETS 19-20 RIPARIAN AREA

## OWNER

TITLE SECURITY AGENCY, LLC, TRUST NO. 202208-S AND TRUST NO. 202209-S  
6300 E. TANGUE VERDE  
TUCSON, AZ 85715

## DEVELOPER

FAIRFIELD HOMES  
4444 E. BROADWAY BLVD.  
TUCSON, AZ 85718  
ATTN: DAVID WILLIAMSON

## ENGINEER

THE WLB GROUP, INC.  
4444 E. BROADWAY BLVD.  
TUCSON, AZ 85718  
ATTN: BILL WALKER, PE  
BWALKER@WLBGROUP.COM  
(520) 881-7480

## FINAL PLAT FOR CANOA RANCH BLOCK 27 SOUTH

LOTS 1 THRU 337, COMMON AREA "A" (PRIVATE STREETS), AND COMMON AREA "B" (FUNCTIONAL OPEN SPACE & DRAINAGE) A RESUBDIVISION OF BLOCK 27 OF CANOA RANCH LOTS 1 THRU 348, AND COMMON AREAS "A" AND "B", AS RECORDED IN BOOK 64 OF MAPS & PLATS AT PAGE 48 BEING A PORTION OF THE SAN IGNACIO DE LA CANOA LAND GRANT WITHIN

PROTRACTED SECTIONS 8 & 17, T19S, R13E,  
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
FEBRUARY 2024 SCALE AS SHOWN

SHEET 1 OF 20

SEQ. #:

Boundary Line Table		
Line #	Length	Direction
BL1	145.41'	S89°41'11"W
BL2	192.99'	N33°25'11"W
BL3	47.03'	N64°36'47"W
BL4	35.78'	N69°46'58"W
BL5	168.27'	N41°49'13"W
BL6	53.94'	N58°24'11"W
BL7	116.38'	N74°35'54"W
BL8	84.70'	N87°29'02"W
BL9	243.06'	N82°20'04"W
BL10	67.61'	N83°14'57"W
BL11	67.72'	N74°52'55"W
BL12	136.66'	N67°39'17"W
BL13	278.00'	N70°26'40"W
BL14	262.02'	N69°04'03"W
BL15	34.41'	N60°48'48"W
BL16	102.11'	N37°16'40"W
BL17	34.39'	N49°29'49"W
BL18	201.59'	N67°02'27"W
BL19	194.35'	N75°31'38"W
BL20	75.18'	N70°04'55"W
BL21	130.91'	N58°15'04"W
BL22	114.12'	N53°15'08"W
BL23	59.74'	N66°28'35"W
BL24	162.84'	N83°08'52"W
BL25	72.43'	N60°00'19"W
BL26	152.20'	S10°36'25"W
BL27	57.54'	N00°05'02"E
BL28	211.68'	S60°55'16"W
BL29	95.18'	S14°52'25"W
BL30	86.41'	S28°34'50"E
BL31	258.35'	S59°49'20"E
BL32	207.26'	S67°14'01"E
BL33	149.65'	S64°52'37"E
BL34	260.78'	S48°15'00"E
BL35	66.61'	S10°05'08"W
BL36	81.88'	S37°53'36"W
BL37	80.02'	S69°23'03"W
BL38	213.55'	N53°51'02"W
BL39	293.40'	N74°47'55"W
BL40	264.29'	N34°39'33"W
BL41	336.45'	N82°12'00"W
BL42	297.37'	N77°15'59"W
BL43	106.51'	N38°07'35"W
BL44	90.49'	N3°07'27"W
BL45	75.43'	N13°29'12"E
BL46	63.00'	N22°38'01"W
BL47	254.22'	S82°41'57"W
BL48	258.47'	S59°48'27"W
BL49	95.57'	S48°18'08"E
BL50	90.44'	S5°08'10"W
BL51	58.86'	S59°52'00"E
BL52	37.87'	N85°27'58"E

Boundary Curve Table				
Curve #	Length	Radius	Delta	Chord Distance
BC1	69.00'	165.00'	23°58'53"	68.56'
BC2	15.17'	195.00'	4°27'29"	15.17'
BC3	12.84'	165.00'	4°27'29"	12.84'
BC4	23.59'	195.00'	6°56'13"	23.54'
BC5	28.11'	25.00'	64°26'02"	26.66'
BC6	42.98'	75.00'	98°30'16"	37.88'

NOTE: ALL STREETS ARE COMMON AREA "A" (PRIVATE STREETS).

Boundary Line Table		
Line #	Length	Direction
BL53	138.13'	S45°46'30"E
BL54	106.66'	S13°53'29"E
BL55	103.98'	S39°46'08"E
BL56	92.60'	S65°27'31"E
BL57	141.62'	S70°14'15"E
BL58	76.88'	S47°12'56"E
BL59	109.38'	S67°00'00"E
BL60	107.63'	S58°07'07"E
BL61	70.47'	S29°43'05"E
BL62	284.79'	S66°27'36"E
BL63	69.65'	N25°47'16"E
BL64	544.44'	N10°01'13"E
BL65	179.64'	N37°00'39"E
BL66	104.43'	N32°42'35"E
BL67	260.37'	N53°12'47"E
BL68	404.00'	S16°52'44"E
BL69	147.68'	S2°44'45"E
BL70	146.53'	S17°32'46"E
BL71	30.00'	N85°04'42"E
BL72	32.95'	S66°53'36"E
BL73	30.00'	S73°06'24"W
BL74	11.10'	N66°53'36"W
BL75	65.02'	S14°36'08"W

SEQ. #:

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P22FP00014  
7/27/2015  
BK 54 M & P, PG. 48  
WLB No. 197029-0765 HLB

FINAL PLAT FOR  
**CANOA RANCH BLOCK 27 SOUTH**  
LOTS 1 THRU 337, COMMON AREA "A" (PRIVATE STREETS), AND COMMON AREA "B" (FUNCTIONAL OPEN SPACE & DRAINAGE);  
A RESUBDIVISION OF BLOCK 27 OF CANOA RANCH LOTS 1 THRU 348, AND COMMON AREAS "A" AND "B", AS RECORDED IN  
BOOK 64 OF MAPS & PLATS AT PAGE 48 BEING A PORTION OF THE SAN IGNACIO DE LA CANOA LAND GRANT WITHIN  
PROTRACTED SECTIONS 8 & 17, T19S, R13E,  
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
SUBDIVISION 2024 S.W. VALLEY, AS SHOWN

SHEET 2 OF 20

SEQ. #:

MONTANA VISTA  
NO. 2 LOT 61  
APN: 304-35-0218

MONTANA VISTA  
NO. 2 LOT 61  
APN: 304-35-021A



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SEE SHEET 4

SEE SHEET 4

FINAL PLAT FOR  
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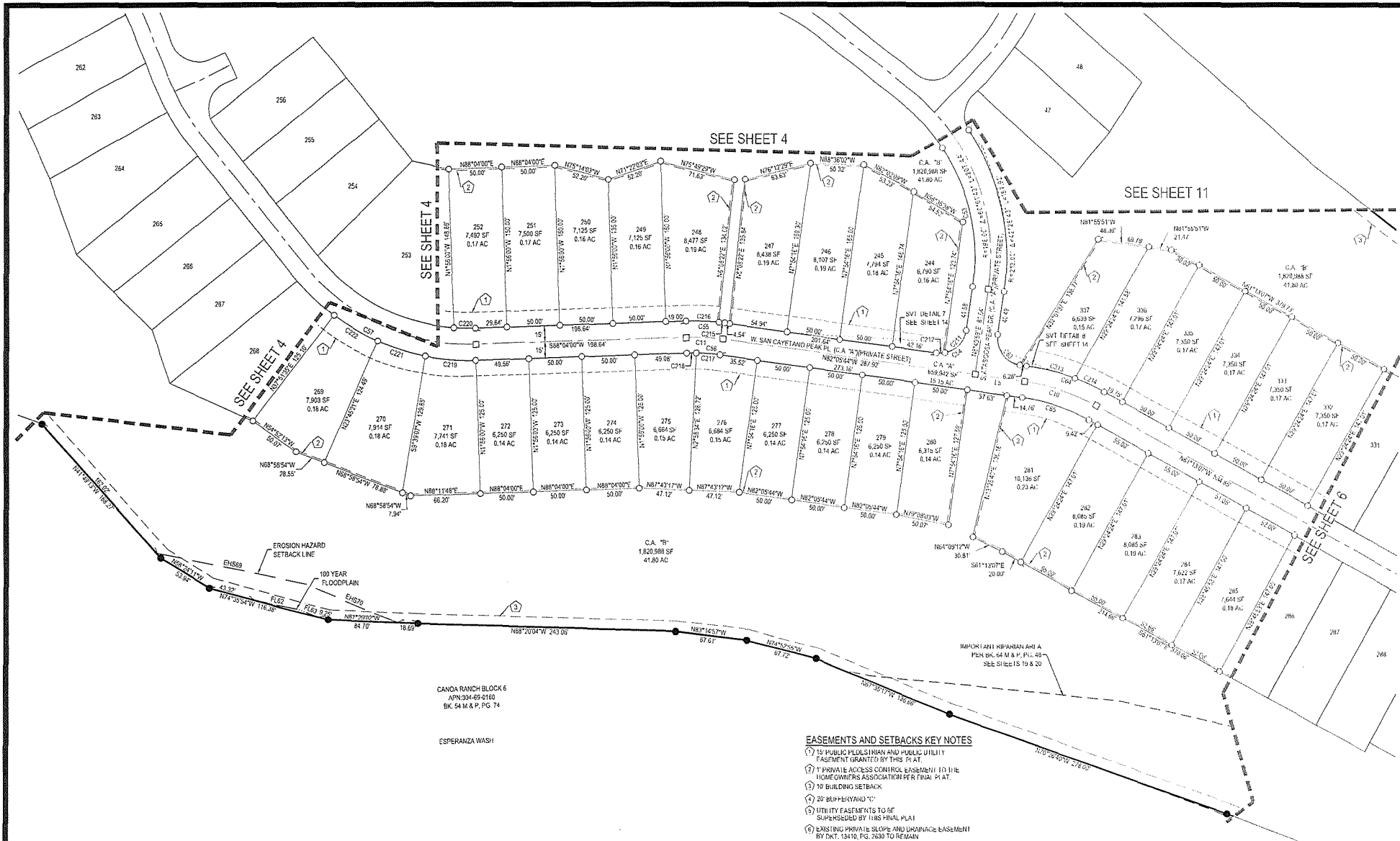
EASEMENTS AND SETBACKS KEY NOTES

- (1) 10' PUBLIC FOOTPATH AND PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT
- (2) TRIMMIAL ACCESS OUTLINE LADEN WITH 10' HIL
- (3) FIREWORKS ASSOCIATION PER FINAL PLAT
- (4) 10' BUILDING SETBACK
- (5) 20' BUFFER AND 10'
- (6) UTILITY EASEMENTS TO BE SUPERSEDED BY 1985 FINAL PLAT
- (7) EXISTING PRIVATE DRIVE AND DRAINAGE EASEMENT BY DATE 1/14/10, P.L. 2010 TO REFORM
- (8) EXISTING SP WITH EASEMENT BY BK. 64, PG. 48 ABANDONED BY SEVERANCE 2024/01/24



SEE SHEET 13





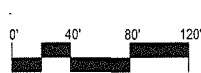
# EASEMENTS AND SETBACKS KEY NOTES

- (1) 15' PUBLIC UTILITY AND PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.
- (2) 1' PRIVATE ACCESS CONTROL EASEMENT TO THE HOMEOWNERS ASSOCIATION PER FINAL PLAT.
- (3) 10' BUILDING SETBACK
- (4) 20' BUFFER YARD "C"
- (5) UTILITY EASEMENTS TO BE SUPERSEDED BY THIS FINAL PLAT
- (6) EXISTING PRIVATE SLOPE AND UNDERGATE EASEMENT BY DKT. 13410, PG. 2630 TO REMAIN
- (7) EXISTING SEWER EASEMENT BY BK. 64, PG. 48 ABANDONED BY SEQUENCE 20241070424

## FINAL PLAT FOR CANOA RANCH BLOCK 27 SOUTH

LOTS 1 THRU 337, COMMON AREA "A" (PRIVATE STREETS), AND COMMON AREA "B" (FUNCTIONAL OPEN SPACE & DRAINAGE) A RESUBDIVISION OF BLOCK 27 OF CANOA RANCH LOTS 1 THRU 348, AND COMMON AREAS "A" AND "B", AS RECORDED IN BOOK 64 OF MAPS & PLATS AT PAGE 48 BEING A PORTION OF THE SAN IGNACIO DE LA CANOA LAND GRANT WITHIN PROTRACTED SECTIONS 8 & 17, T19S, R13E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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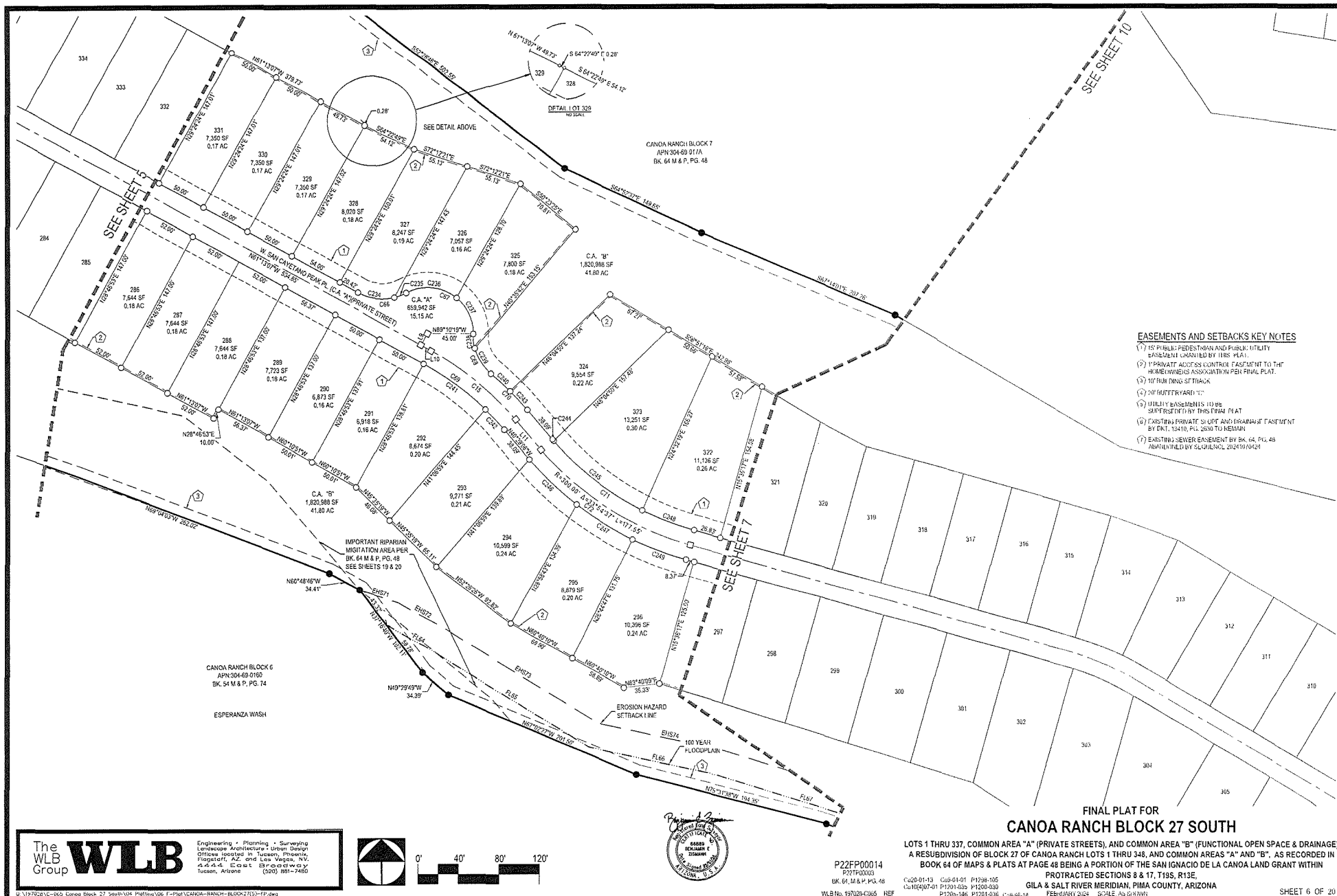


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P22FP00003  
BK. 64, M & P, PG. 48  
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C:\2024\01-13\_P1201-035\_P1200-030  
P1200-140 P1201-036 C:\2024-01-13\_P1200-140

FEELHARTY 2024 SCALE AS SHOWN

SHEET 5 OF 20

SEQ. #: \_\_\_\_\_





**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)**  
P22FP00014

THIS AGREEMENT is made and entered into by and between CR Block 27 Land Development, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 202208-S; 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 Canoa Ranch Block 27 South Lots 68 thru 131, inclusive 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

SUBDIVIDER: CR Block 27 Land Development, LLC, an Arizona limited liability company

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

By: \_\_\_\_\_  
David Williamson  
Its: Manager

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 202208-S, and not in its corporate capacity.

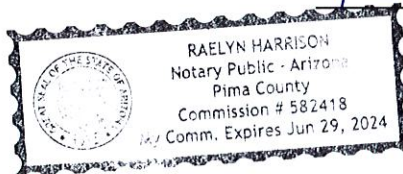
\_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Ronda Tatro  
Its: Trust Officer

STATE OF ARIZONA           )  
County of Pima               )

The foregoing instrument was acknowledged before me this 16 day of may, 2024, by David Williamson, as Manager of CR Block 27 Land Development, LLC, ("Subdivider"), an Arizona Limited Liability Company.

My Commission Expires: 6/29/24

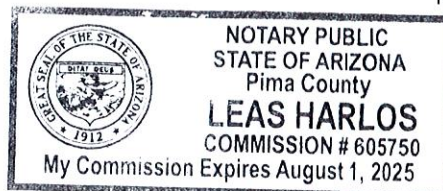


Raelyn Harrison  
Notary Public

STATE OF ARIZONA           )  
County of Pima               )

The foregoing instrument was acknowledged before me this 17 day of May, 2024, by Ronda Tatro, Trust Officer of Title Security Agency, LLC, ("Trustee"), a Delaware limited liability company under Trust No. 202208-S, and not in its corporate capacity.

My Commission Expires: 8/1/25



Leas Harlos  
Notary Public

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS** (Third Party Trust)  
P22FP00014

THIS AGREEMENT is made and entered into by and between CR Block 27 Land Development, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 202209-S; 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 Canoa Ranch Block 27 South Lots 1 thru 67, inclusive, 132 thru 337, inclusive and Common Area "A" (Private Streets) & Common Area "B" (Functional Open Space & 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.

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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.

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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.

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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: CR Block 27 Land Development, LLC, an Arizona limited liability company

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

By: \_\_\_\_\_  
David Williamson  
Its: Manager

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 202209-S, and not in its corporate capacity.

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

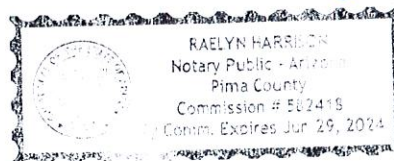
By: \_\_\_\_\_  
Ronda Tatro  
Its: Trust Officer

STATE OF ARIZONA           )  
County of Pima               )

The foregoing instrument was acknowledged before me this 16 day of may, 2024, by David Williamson as Manager of CR Block 27 Land Development, LLC ("Subdivider"), an Arizona limited liability company.

Raelyn Harrison  
Notary Public

My Commission Expires: 6/29/24



STATE OF ARIZONA           )  
County of Pima               )

The foregoing instrument was acknowledged before me this 17 day of May, 2024, by Ronda Tatro as Trust Officer of Title Security Agency, LLC, ("Trustee"), a Delaware limited liability company under Trust No. 202209-S, and not in its corporate capacity.

Leas Harlos  
Notary Public

My Commission Expires: 8/1/25

