



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.

Record Number:

Award Type: Agenda Item

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/14/2025

Agenda Item Report

Record Number:

Title: P24FP00013 - A FINAL PLAT FOR AJO & KINNEY LOTS 1-141, BLOCKS 1&2, COMMON AREA "A" (OPEN SPACE, RECREATION AREA, PRIVATE AND PUBLIC DRAINAGE AND PUBLIC UTILITY) AND COMMON AREA "B" (NATURAL OPEN SPACE / NOS AND PUBLIC UTILITY)

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 141 UNITS OF ADDITIONAL HOUSING WITHIN PIMA COUNTY.

Board of Supervisor District: • 3

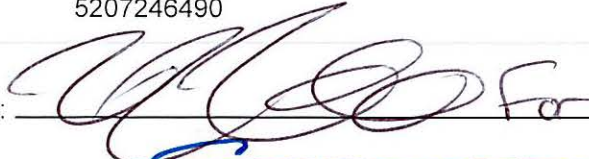
Department: DEVELOPMENT SERVICES

Name: Thomas Drzazgowski

Telephone:

5207246490

Department Director Signature:

 For

Date:

9/25/25

Deputy County Administrator Signature:



Date:

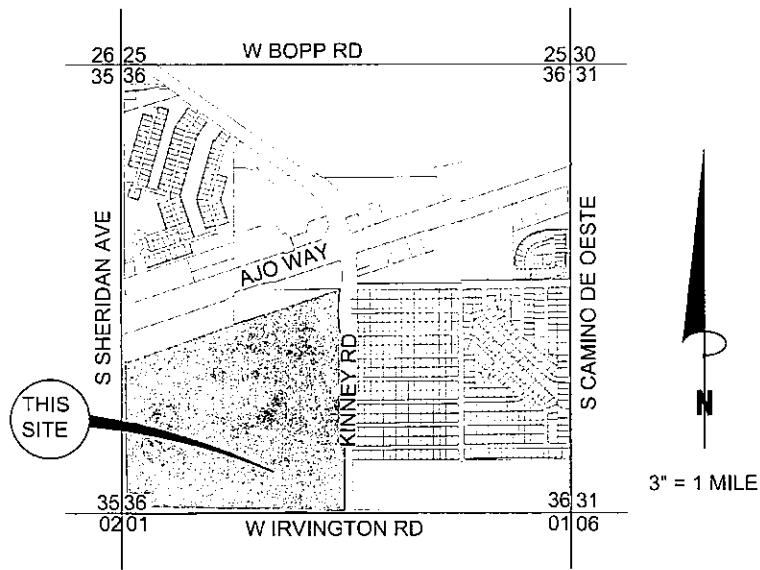
9/25/2025

County Administrator Signature:



Date:

9-26-25



VICINITY MAP

LOCATED IN A PORTION OF SECTION 36,
TOWNSHIP 14 SOUTH, RANGE 12 EAST OF
THE GILA AND SALT RIVER BASE AND
MERIDIAN, PIMA COUNTY, ARIZONA.

P24FP00013

FINAL PLAT FOR AJO & KINNEY

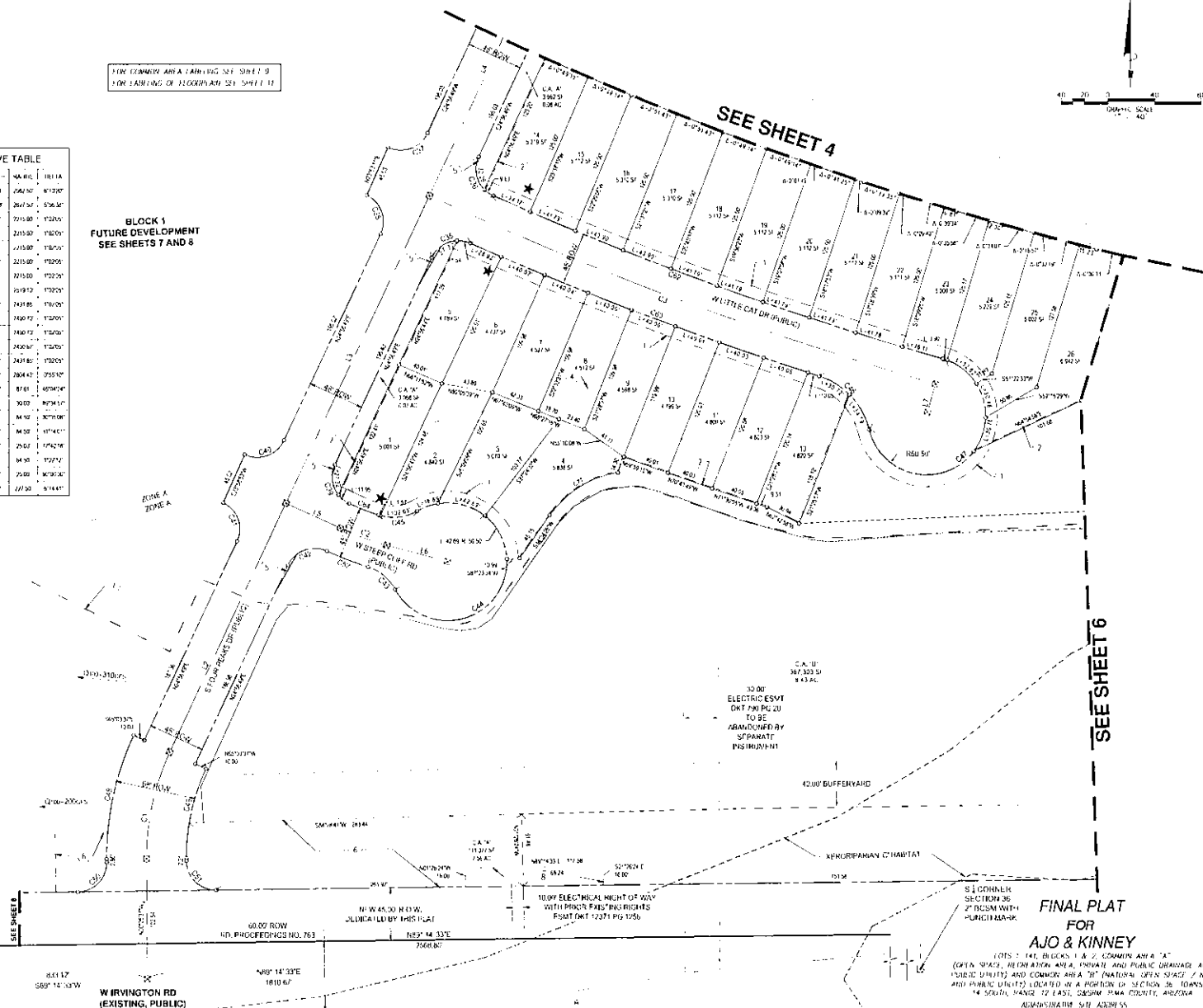
LOTS 1-141, BLOCKS 1&2, COMMON AREA "A" (OPEN SPACE,
RECREATION AREA, PRIVATE AND PUBLIC DRAINAGE AND
PUBLIC UTILITY) AND COMMON AREA "B" (NATURAL OPEN
SPACE / NOS AND PUBLIC UTILITY)

- (1) 10' FURNISH 10000' FURNISH GRANITE BY THIS PLAN
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- (9) 10' FURNISH 10000' FURNISH GRANITE BY THIS PLAN

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LINE #	DESCRIPTION	EXTENSION
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90	100.000.000	100.000

LINE NO.	STATION	CHORD BEARING	CHORD DIST.
1	53.54	212.17	253.27
2	47.29	150.07	183.27
3	42.77	134.02	162.57
4	159.76	250.00	471.69
5	437.74	250.00	372.72
6	630.28	250.00	517.03
7	240.67	250.00	274.75



REFERENCE PROJECTS
P241408604
P245006021
P00013 MARCH, 2029

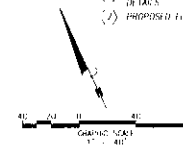
P245 P30013 MARCH, 2021

SEQ. #	DATE	DESCRIPTION	AMOUNT	BALANCE
1	1/1/20	Opening Balance		100.00
2	1/15/20	Payment Received	50.00	150.00
3	2/1/20	Payment Received	75.00	225.00
4	2/15/20	Payment Received	25.00	250.00
5	3/1/20	Payment Received	100.00	350.00
6	3/15/20	Payment Received	50.00	400.00
7	4/1/20	Payment Received	150.00	550.00
8	4/15/20	Payment Received	75.00	625.00
9	5/1/20	Payment Received	100.00	725.00
10	5/15/20	Payment Received	50.00	775.00
11	6/1/20	Payment Received	150.00	925.00
12	6/15/20	Payment Received	75.00	1000.00
13	7/1/20	Payment Received	100.00	1100.00
14	7/15/20	Payment Received	50.00	1150.00
15	8/1/20	Payment Received	150.00	1300.00
16	8/15/20	Payment Received	75.00	1375.00
17	9/1/20	Payment Received	100.00	1475.00
18	9/15/20	Payment Received	50.00	1525.00
19	10/1/20	Payment Received	150.00	1675.00
20	10/15/20	Payment Received	75.00	1750.00
21	11/1/20	Payment Received	100.00	1850.00
22	11/15/20	Payment Received	50.00	1900.00
23	12/1/20	Payment Received	150.00	2050.00
24	12/15/20	Payment Received	75.00	2125.00
25	1/1/21	Payment Received	100.00	2225.00
26	1/15/21	Payment Received	50.00	2275.00
27	2/1/21	Payment Received	150.00	2425.00
28	2/15/21	Payment Received	75.00	2500.00
29	3/1/21	Payment Received	100.00	2600.00
30	3/15/21	Payment Received	50.00	2650.00
31	4/1/21	Payment Received	150.00	2800.00
32	4/15/21	Payment Received	75.00	2875.00
33	5/1/21	Payment Received	100.00	2975.00
34	5/15/21	Payment Received	50.00	3025.00
35	6/1/21	Payment Received	150.00	3175.00
36	6/15/21	Payment Received	75.00	3250.00
37	7/1/21	Payment Received	100.00	3350.00
38	7/15/21	Payment Received	50.00	3400.00
39	8/1/21	Payment Received	150.00	3550.00
40	8/15/21	Payment Received	75.00	3625.00
41	9/1/21	Payment Received	100.00	3725.00
42	9/15/21	Payment Received	50.00	3775.00
43	10/1/21	Payment Received	150.00	3925.00
44	10/15/21	Payment Received	75.00	4000.00
45	11/1/21	Payment Received	100.00	4100.00
46	11/15/21	Payment Received	50.00	4150.00
47	12/1/21	Payment Received	150.00	4300.00
48	12/15/21	Payment Received	75.00	4375.00
49	1/1/22	Payment Received	100.00	4475.00
50	1/15/22	Payment Received	50.00	4525.00
51	2/1/22	Payment Received	150.00	4675.00
52	2/15/22	Payment Received	75.00	4750.00
53	3/1/22	Payment Received	100.00	4850.00
54	3/15/22	Payment Received	50.00	4900.00
55	4/1/22	Payment Received	150.00	5050.00
56	4/15/22	Payment Received	75.00	5125.00
57	5/1/22	Payment Received	100.00	5225.00
58	5/15/22	Payment Received	50.00	5275.00
59	6/1/22	Payment Received	150.00	5425.00
60	6/15/22	Payment Received	75.00	5500.00
61	7/1/22	Payment Received	100.00	5600.00
62	7/15/22	Payment Received	50.00	5650.00
63	8/1/22	Payment Received	150.00	5800.00
64	8/15/22	Payment Received	75.00	5875.00
65	9/1/22	Payment Received	100.00	5975.00
66	9/15/22	Payment Received	50.00	6025.00
67	10/1/22	Payment Received	150.00	6175.00
68	10/15/22	Payment Received		

SHEET 3 OF 11

SEQ. #	DESCRIPTION	DATE	TIME	LOCATION	STATUS
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- (1) NO POLICE UNITY AGREEMENT GRANTED BY THIS PLAT
- (2) NO ACCESS AGREEMENT GRANTED BY THIS PLAT
- (3) NO LANDSCAPE IMPROVEMENTS GRANTED BY THIS PLAT
- (4) PLANS FOR ROAD IMPROVEMENTS
- (5) SIGNAGE AGREEMENT (SHE) SEE SHEET NO. 11 FOR THE
IN TACS
- (6) PROPOSED FLOOD PLANE SEE SHEET 11 OF 21



SEE SHEET 3

FOR CAPPING AIR 4 (4) SEE SHEET 9
FOR LIFTING OF STRUCTURE SEE SHEET 11

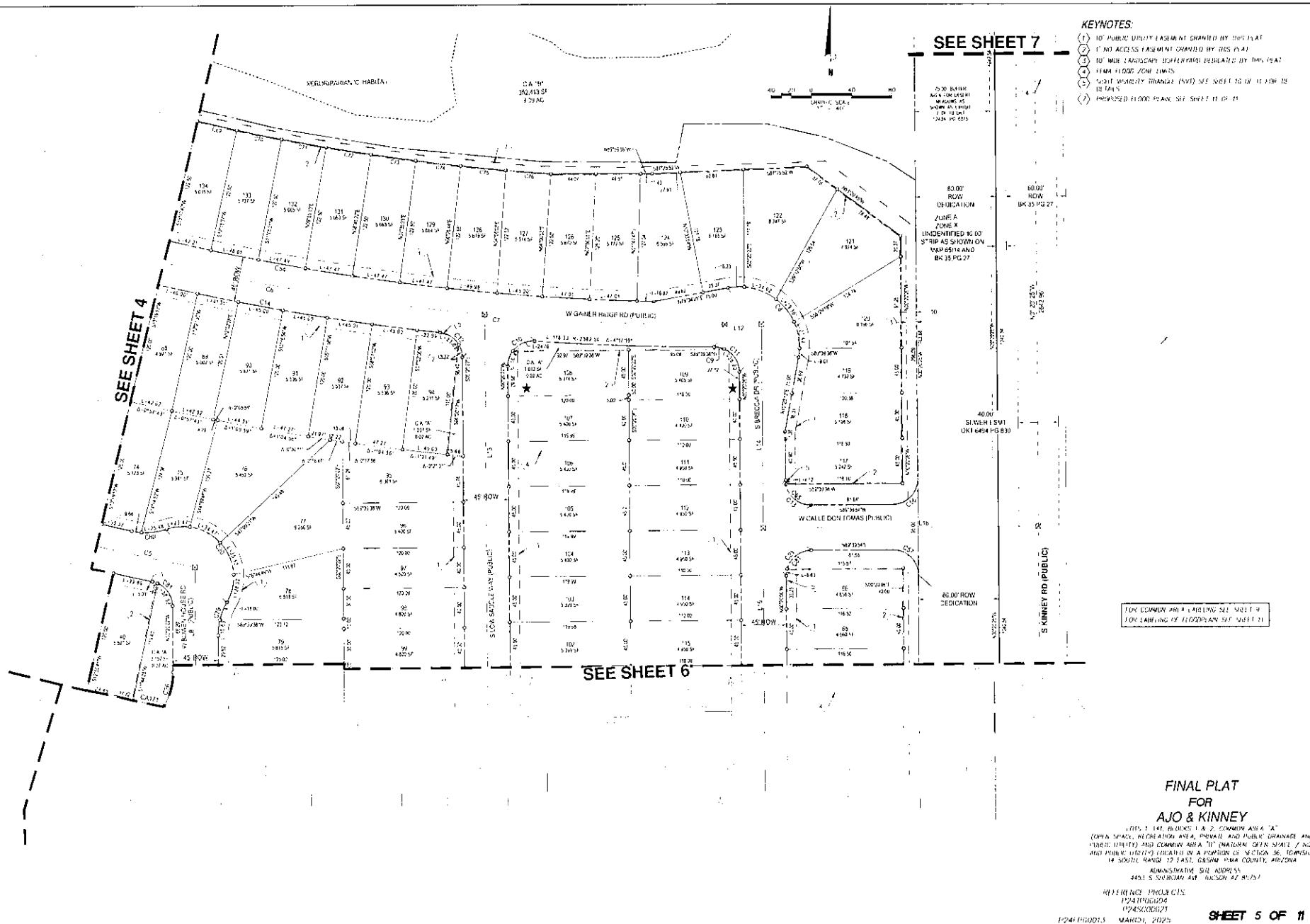
LOTS 1, 141, BLOCKS 1 & 2, COMMON AREA "A"
 (OPEN SPACE, RECREATION AREA, PRIVATE AND PUBLIC (PRIVATE AND
 PUBLIC) UTILITY) AND COMMON AREA "B" (NATURAL OPEN SPACE / WOODS
 AND PUBLIC UTILITY) LOCATED IN A PORTION OF SECTION 36, TOWNSHIP
 14 SOUTH, RANGE 12 EAST, GREENE TOWNSHIP, ALABAMA
 ADMINISTRATION SITE ADDRESS
 4451 S. SHARADIAN AVE. GREENE AL 36137

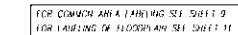
REFERENCE PROJECTS

P24P00504
P24SC06323
P24P00515 MARCH, 2023

SHEET 4 OF 11

SEQ. #





FINAL PLAT
FOR
AJO & KINNEY

1975-1-141, BLOCKS 1 & 2, COMMON AREA "A"
(OPEN SPACE, RECREATION AREA, PRIVATE AND PUBLIC ENTRANCE AND
(PUBLIC UTILITY) AND COMMON AREA "B" (NATURAL OPEN SPACE / NUIS
AND PUBLIC UTILITY) LOCATED IN A PORTION OF SECTION 36, TOWNSHIP
14 SOUTH, RANGE 12 EAST, GIBSON, PIMA COUNTY, ARIZONA

ADMINISTRATIVE SITE ADDRESS:
445 S. UNIVERSITY AVE. TUCSON, AZ 85727

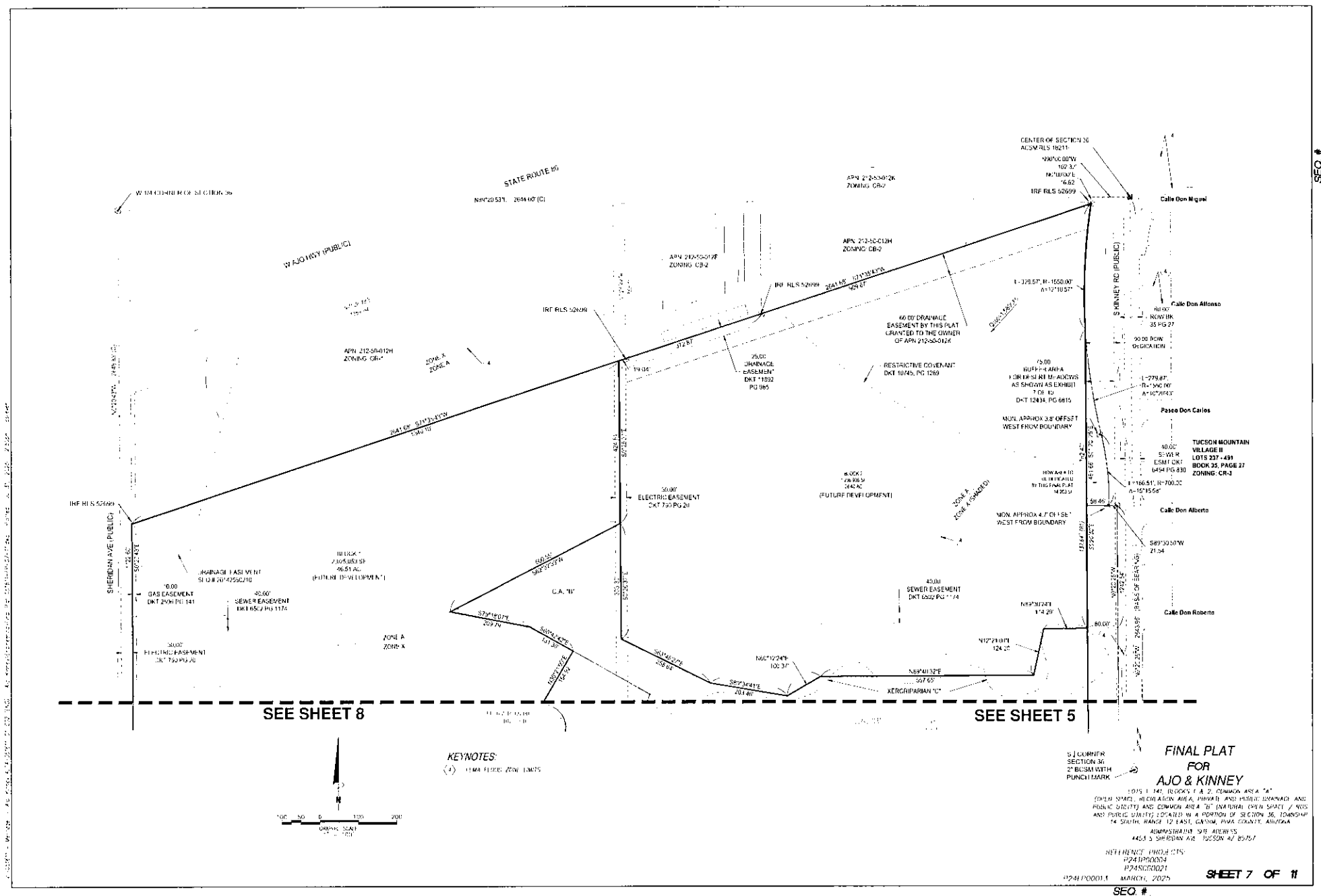
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224 PAGE

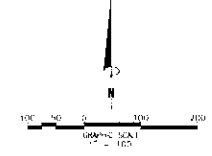
1124566007

SHEET 6 OF 11

SEQ. #	NAME	DATE	TIME	TEST	SCORE	REMARKS
1	JOHN D. SMITH	10/15/50	10:00	100	100	100
2	JANE E. DOE	10/15/50	10:00	100	100	100
3	JOHN A. BROWN	10/15/50	10:00	100	100	100
4	JANE M. WHITE	10/15/50	10:00	100	100	100
5	JOHN C. GREEN	10/15/50	10:00	100	100	100
6	JANE L. BLACK	10/15/50	10:00	100	100	100
7	JOHN F. GRAY	10/15/50	10:00	100	100	100
8	JANE K. HARRIS	10/15/50	10:00	100	100	100
9	JOHN G. KING	10/15/50	10:00	100	100	100
10	JANE H. LEE	10/15/50	10:00	100	100	100
11	JOHN I. WALKER	10/15/50	10:00	100	100	100
12	JANE J. YOUNG	10/15/50	10:00	100	100	100
13	JOHN L. HILL	10/15/50	10:00	100	100	100
14	JANE N. SCOTT	10/15/50	10:00	100	100	100
15	JOHN O. BAKER	10/15/50	10:00	100	100	100
16	JANE P. GARCIA	10/15/50	10:00	100	100	100
17	JOHN Q. MARTIN	10/15/50	10:00	100	100	100
18	JANE R. THOMAS	10/15/50	10:00	100	100	100
19	JOHN S. JONES	10/15/50	10:00	100	100	100
20	JANE T. SMITH	10/15/50	10:00	100	100	100
21	JOHN U. DAVIS	10/15/50	10:00	100	100	100
22	JANE V. MILLER	10/15/50	10:00	100	100	100
23	JOHN W. WILSON	10/15/50	10:00	100	100	100
24	JANE X. MOORE	10/15/50	10:00	100	100	100
25	JOHN Y. TAYLOR	10/15/50	10:00	100	100	100
26	JANE Z. ANDERSON	10/15/50	10:00	100	100	100
27	JOHN A. THOMAS	10/15/50	10:00	100	100	100
28	JANE B. JONES	10/15/50	10:00	100	100	100
29	JOHN C. SMITH	10/15/50	10:00	100	100	100
30	JANE D. DAVIS	10/15/50	10:00	100	100	100
31	JOHN E. MILLER	10/15/50	10:00	100	100	100
32	JANE F. WILSON	10/15/50	10:00	100	100	100
33	JOHN G. MOORE	10/15/50	10:00	100	100	100
34	JANE H. TAYLOR	10/15/50	10:00	100	100	100
35	JOHN I. ANDERSON	10/15/50	10:00	100	100	100
36	JANE J. THOMAS	10/15/50	10:00	100	100	100
37	JOHN K. JONES	10/15/50	10:00	100	100	100
38	JANE L. SMITH	10/15/50	10:00	100	100	100
39	JOHN M. DAVIS	10/15/50	10:00	100	100	100
40	JANE N. MILLER	10/15/50	10:00	100	100	100
41	JOHN O. WILSON	10/15/50	10:00	100	100	100
42	JANE P. MOORE	10/15/50	10:00	100	100	100
43	JOHN Q. TAYLOR	10/15/50	10:00	100	100	100
44	JANE R. ANDERSON	10/15/50	10:00	100	100	100
45	JOHN S. THOMAS	10/15/50	10:00	100	100	100
46	JANE T. JONES	10/15/50	10:00	100	100	100
47	JOHN U. SMITH	10/15/50	10:00	100	100	100
48	JANE V. DAVIS	10/15/50	10:00	100	100	100
49	JOHN W. MILLER	10/15/50	10:00	100	100	100
50	JANE X. WILSON	10/15/50	10:00	100	100	100
51	JOHN Y. MOORE	10/15/50	10:00	100	100	100
52						

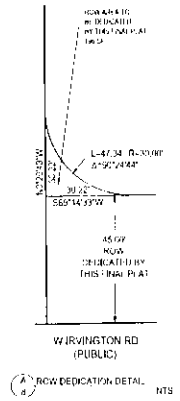


SEE SHEET 7



KEYNOTES

(4) 1/16" = 1'00' 2000 1/8" = 15'



APN 212-48-0020
ZONING GR-1

APN 212-48-0025
ZONING GR-1

APN 212-48-0026
ZONING GR-1

APN 212-48-0027
ZONING GR-1

APN 212-48-0028
ZONING SH

APN 212-48-0029
ZONING SH

APN 212-48-0030
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APN 212-48-0031
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APN 212-48-0035
ZONING SH

APN 212-48-0036
ZONING SH

APN 212-48-0037
ZONING SH

APN 212-48-0038
ZONING SH

10.00
GAS ESMT
DRT 250' PG 140

300' ELECTRIC ESMT
DRT 175 PG 20

LOCK 1
2025 003 57
48.57 AC
(FUTURE DEVELOPMENT)

10.00
NATURAL GAS ESMT
DRT 250' PG 83

150' WATER ESMT
DRT 175 PG 236

45.00
ROW
DEDICATED BY
THIS FINAL PLAT

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SEE SHEET 3

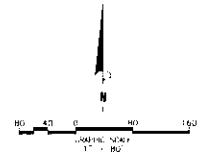
FINAL PLAT
FOR
AJO & KINNEY

2015 1-140, 100000 1 & 2, COMMON AREA "A"
OPEN SPACE, 100000 AREA, 100000 AND 100000 DEDICATED AND
PUBLIC UTILITIES AND COMMON AREA "B" (NATIONAL OPEN SPACE / NUS
AND PUBLIC UTILITIES) LOCATED IN A PORTION OF SECTION 36, TOWNSHIP
14 NORTH, RANGE 12 EAST, COUNTY, PIMA COUNTY, ARIZONA
ADMINISTRATIVE AND ADDRESS
4433 S. DESERIAN AVE. TUCSON, AZ 85711

REVIEWED: PROJECTS
P241000001
P241000001
P241000001
MARCH, 2025

SHEET 8 OF 11

SEQ. #



FINAL PLAT
FOR
AJO & KINNEY

THIS PLAT, BEING PART OF A 2.00 AC. COMMON AREA "A" (GREEN SPACE), HEREIN AKA "AJO & KINNEY" (NATURAL OPEN SPACE / BIODIVERSITY) LOCATED IN A PORTION OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 12 EAST, GAVAN, PIMA COUNTY, ARIZONA. 4045 S. SHENANDOAH AVE. TUCSON, AZ 85711

REFERENCE: PIMA COUNTY
1241000004
1245000021

1245000013 MARCH 1, 2025

SHEET 9 OF 11

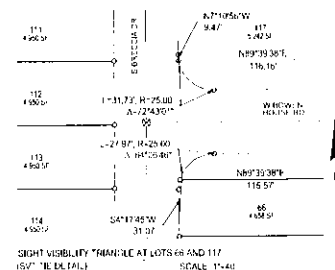
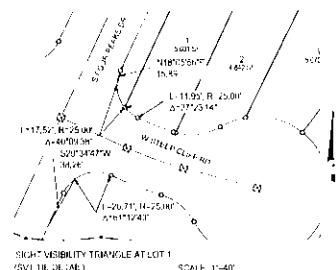
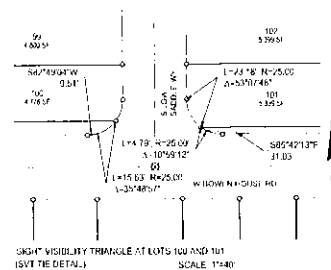
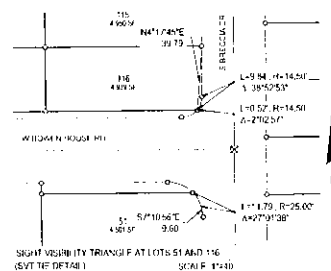
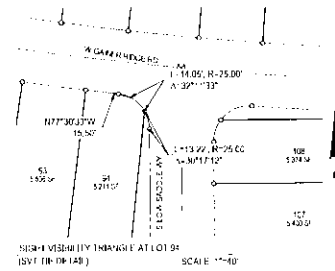
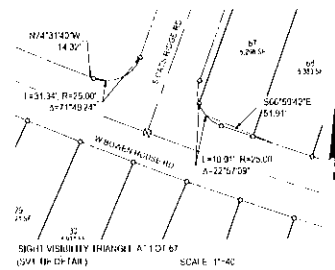
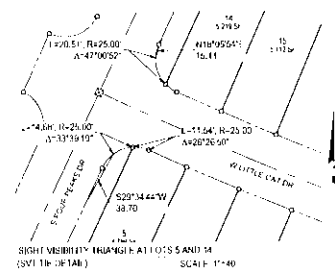
SEO #

PROB.	NUMBER	PERCENT
LA-30	565,835,991	54.02
LA-31	565,835,992	54.02
LA-32	565,835,993	54.02
LA-33	565,835,994	54.02
LA-34	565,835,995	54.02
LA-35	565,835,996	54.02
LA-36	565,835,997	54.02
LA-37	565,835,998	54.02
LA-38	565,835,999	54.02
LA-39	565,836,000	54.02
LA-40	565,836,001	54.02
LA-41	565,836,002	54.02
LA-42	565,836,003	54.02
LA-43	565,836,004	54.02
LA-44	565,836,005	54.02
LA-45	565,836,006	54.02
LA-46	565,836,007	54.02
LA-47	565,836,008	54.02
LA-48	565,836,009	54.02
LA-49	565,836,010	54.02
LA-50	565,836,011	54.02
LA-51	565,836,012	54.02
LA-52	565,836,013	54.02
LA-53	565,836,014	54.02
LA-54	565,836,015	54.02
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LA-57	565,836,018	54.02
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LA-65	565,836,026	54.02
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LA-67	565,836,028	54.02
LA-68	565,836,029	54.02
LA-69	565,836,030	54.02
LA-70	565,836,031	54.02
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LA-81	565,836,042	54.02
LA-82	565,836,043	54.02
LA-83	565,836,044	54.02
LA-84	565,836,045	54.02
LA-85	565,836,046	54.02
LA-86	565,836,047	54.02
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LA-90	565,836,051	54.02
LA-91	565,836,052	54.02
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LA-94	565,836,055	54.02
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LA-98	565,836,059	54.02
LA-99	565,836,060	54.02
LA-100	565,836,061	54.02

Category	Item	Value
CA1	10000000	13160.85
CA2	25000000	19.97
CA3	50000000	230.16
CA4	75000000	2.26
CA5	100000000	16.13
CA6	125000000	5.12
CA7	150000000	21.98
CA8	175000000	14.28
CA9	200000000	8.84
CA10	225000000	11.21
CA11	250000000	8.42
CA12	275000000	7.77
CA13	300000000	7.06
CA14	325000000	10.11
CA15	350000000	10.27
CA16	375000000	9.43
CA17	400000000	9.59
CA18	425000000	7.71
CA19	450000000	12.22
CA20	475000000	19.15
CA21	500000000	30.11
CA22	525000000	15.67
CA23	550000000	10.80
CA24	575000000	16.81
CA25	600000000	19.93
CA26	625000000	34.92
CA27	650000000	21.48
CA28	675000000	16.11
CA29	700000000	19.84
CA30	725000000	34.35
CA31	750000000	16.43

Year	1980/81	1981/82	1982/83	1983/84	1984/85
1980/81	11.18	25.06	42.12/37		
1981/82	12.15	25.06	41.60/37		
1982/83	31.28	26.26	47.60/36		
1983/84	17.89	28.17	75.27/37		
1984/85	18.87	29.00	92.00/38		
1985/86	36.25	25.06	86.00/39		
1986/87	35.55	21.22	73.00/39		
1987/88	36.06	25.06	66.00/39		
1988/89	12.19	25.06	124.00/39		
1989/90	18.47	25.06	142.00/39		
1990/91	41.55	25.06	220.00/39		
1991/92	42.88	24.57	307.00/40		
1992/93	117.63	26.00	123.00/41		
1993/94	31.86	25.06	91.00/41		
1994/95	51.55	26.22	311.41		
1995/96	19.88	26.22	479.52		
1996/97	46.21	25.00	628.00/41		
1997/98	66.62	26.00	86.00/41		
1998/99	38.24	25.00	67.50/41		
1999/00	33.40	25.00	90.00/41		

	HR 6048H	HR 7042H
XU1	160512127	73.05
XU2	160274443	112.95
XG3	160731557	132.17
XG4	160510447	154.29
XG5	160312333	164.81
XG6	160313063	173.32
XG7	161216767	216.65
XG8	164523333	251.84
XG9	164700333	260.01
XU10	164815947	265.55
XU11	164816957	259.96
XU12	162416167	273.05
XU13	161511447	285.65
XU14	160643333	292.24
XU15	150425227	322.03
XU16	161704343	325.75
XU17	161604343	336.72
XU18	161603333	346.88
XU19	160226747	352.87
XG13	150416255	353.5



FINAL PLAT
FOR
AJO & KINNEY

1015 1ST FLO. BLOCKS 1 & 2, COMMON AREA "A"
(OPEN SPACE, RECREATION AREA, PRIVATE AND PUBLIC DRAINAGE
AND PUBLIC UTILITY) AND COMMON AREA "B" (NATURAL OPEN SPACE / NOS
AND PUBLIC UTILITY) LOCATED BY A PORTION OF SECTION 36, TOWNSHIP
12 NORTH, RANGE 12 EAST, GILSON, YUMA COUNTY, ARIZONA

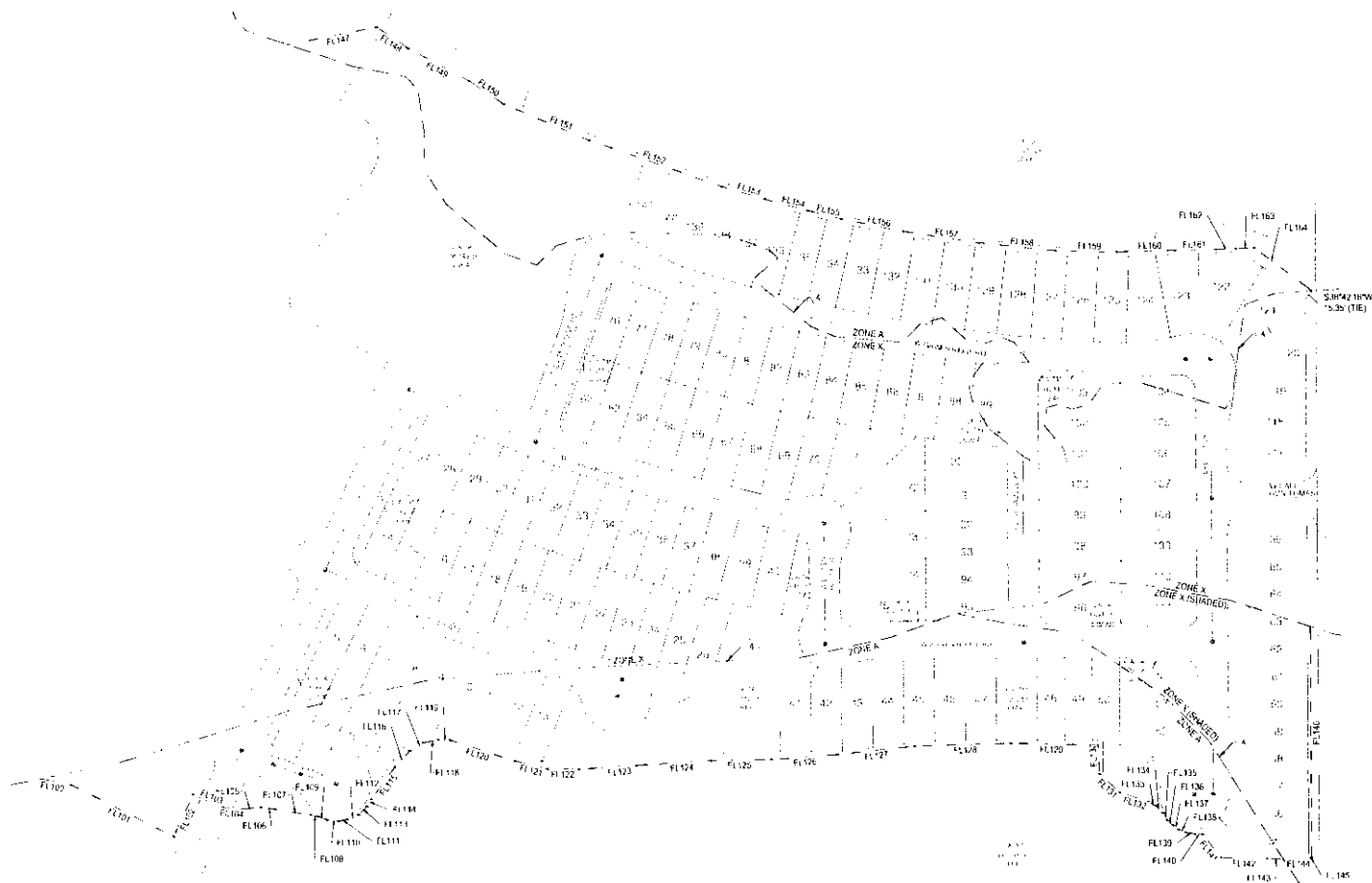
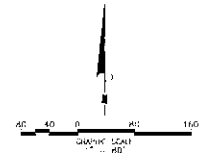
ADMINISTRATIVE 320-408755
1455 N. SHAGBARK AVE. TUCSON AZ 85710

HEINICH PROJEKT
*24150664

P24FP00013 MARCH, 2025

SHEET 10 OF 11

SEQ. #



BORDER LOCATIONS (FEET FROM TABLE)			100-FOOT LOCATIONS (FEET FROM TABLE)		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
FL100	N 78° 43' 31" W	45.13	FL133	S 62° 22' 36" W	12.80
FL101	N 63° 09' 14" W	167.66	FL134	S 63° 41' 40" W	13.96
FL102	S 47° 09' 03" W	87.95	FL135	N 31° 24' 50" W	12.33
FL103	N 67° 09' 10" W	49.42	FL136	S 47° 35' 00" W	11.64
FL104	N 67° 14' 40" W	46.73	FL137	N 63° 00' 54" W	9.61
FL105	S 83° 43' 49" W	26.37	FL138	N 67° 25' 14" W	11.35
FL106	N 61° 55' 38" W	21.35	FL139	N 62° 11' 04" W	13.90
FL107	N 60° 17' 31" W	62.84	FL140	S 61° 58' 44" W	10.68
FL108	N 67° 58' 31" W	17.05	FL141	N 32° 01' 00" W	43.02
FL109	N 65° 37' 19" W	13.30	FL142	N 68° 41' 10" W	67.87
FL110	N 67° 52' 21" W	16.76	FL143	S 67° 35' 00" W	63.48
FL111	S 68° 01' 58" W	17.65	FL144	S 67° 35' 00" W	63.48
FL112	S 68° 37' 46" W	18.16	FL145	S 67° 55' 30" W	2.15
FL113	S 43° 29' 02" W	17.55	FL146	S 60° 18' 31" W	336.78
FL114	S 33° 51' 51" W	17.83	FL147	S 60° 01' 38" W	132.98
FL115	S 35° 52' 20" W	58.89	FL148	N 65° 52' 22" W	56.09
FL116	S 43° 57' 10" W	32.11	FL149	N 61° 35' 42" W	600.52
FL117	S 39° 54' 38" W	42.93	FL150	N 65° 52' 22" W	40.15
FL118	S 37° 06' 38" W	22.83	FL151	S 66° 00' 00" W	814.04
FL119	N 67° 05' 10" W	16.84	FL152	S 60° 00' 00" W	425.40
FL120	N 67° 05' 38" W	36.88	FL153	S 73° 15' 30" W	45.40
FL121	N 67° 05' 10" W	48.82	FL154	S 74° 56' 30" W	68.46
FL122	N 67° 31' 50" W	46.81	FL155	S 76° 19' 30" W	49.97
FL123	S 67° 16' 46" W	47.80	FL156	S 76° 19' 30" W	42.73
FL124	S 67° 44' 47" W	30.95	FL157	S 67° 55' 30" W	111.01
FL125	S 67° 52' 21" W	65.20	FL158	S 64° 18' 31" W	112.07
FL126	S 67° 41' 48" W	96.46	FL159	S 64° 18' 31" W	112.07
FL127	S 67° 31' 51" W	12.10	FL160	N 65° 30' 33" W	84.05
FL128	S 68° 22' 41" W	140.41	FL161	N 65° 23' 31" W	40.02
FL129	N 68° 52' 21" W	125.56	FL162	N 68° 14' 36" W	24.13
FL130	N 67° 52' 21" W	40.87	FL163	N 67° 31' 40" W	27.07
FL131	N 67° 52' 21" W	39.29	FL164	S 67° 19' 30" W	124.08
FL132	N 67° 06' 38" W	44.74			

KEYNOTES:
(A) 100-FOOT ZONE LINES

FINAL PLAT FOR AJO & KINNEY

LOTS 1-142, BLOCKS 1 & 2, COMMON AREA "A"
(OPEN SPACE, RECREATION AREA, PRIVATE AND PUBLIC DRAINAGE AND
PUBLIC UTILITY) AND COMMON AREA "B" (NATURAL OPEN SPACE / ROSS
AND PUBLIC UTILITY) LOCATED IN A PORTION OF SECTION 36, TOWNSHIP
14 NORTH, RANGE 12 EAST, GAVIN, PIMA COUNTY, ARIZONA
ADMINISTRATIVE SITE ADDRESS:
443 S. SHENKIN AVE., TUCSON, AZ 85710

REFERENCE PROJECTS:
P241P00004
P24SC00021
P24P00013 MARCH, 2025

SHEET 11 OF 11

SEO. #

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P24FP00013**

THIS AGREEMENT is made and entered into by and between Meritage Homes of Arizona, an Arizona Corporation, or successors in interest ("Subdivider"), Title Security Agency LLC, a Delaware limited liability company (Trustee"), as trustee under Trust No. 202417; 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 Ajo & Kinney, Lots 1-141, Common Area "A" (Open Space, Recreation Area, Private and Public Drainage and Public Utility) and Common Area "B" (Natural Open Space/NOS and Public Utility) of the final plat for Ajo & Kinney, Lots 1 -141, Blocks 1 & 2, Common Area "A" (Open Space, Recreation Area, Private and Public Drainage and Public Utility) and Common Area "B" (Natural Open Space/NOS and Public Utility) 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

Meritage
SUBDIVIDER: Homes of Arizona, an Arizona Corporation

Chair, Board of Supervisors

Jeffrey Grobstein
BY: _____
Jeffrey Grobstein
ITS: Division President

ATTEST:

Title Security Agency LLC, a Delaware limited liability company as Trustee under trust No. 2024017, and not in its corporate capacity

Clerk of the Board

Ronda Tatro
BY: _____
Ronda Tatro
ITS: Trust Officer

STATE OF ARIZONA)
County of Pima)

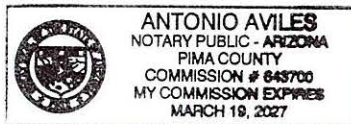
The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2024, by Jeffrey Grobstein, Division President of Meritage Homes of Arizona ("**Subdivider**"), an Arizona corporation, on behalf of the corporation.

Antonio Aviles

Notary Public

My Commission Expires:

03/19/2027



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2024, by Ronda Tatro, Trust Officer of Title Security Agency LLC ("**Trustee**"), a Delaware limited liability company, on behalf of the LLC as Trustee under trust number 202417

Joni Schroeder

Notary Public

My Commission Expires:

4/4/2026

