

COB - BOSAIR FORM

11/03/2025 12:54 PM (MST)



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: 11/18/2025

Project Title / Description: P25FP00011 - A FINAL PLAT FOR SYCAMORE VISTA PHASE A, LOTS 14-26, 104-156, & 158-199, COMMON AREA "A" PRIVATE DRAINAGE, COMMON AREA "B" PUBLIC SEWER, BEING A REPLAT OF A PORTION OF "NEW TUCSON UNIT NO. 9 LOTS 1 THRU 404"

Agenda Item Report

Introduction / Background: FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY RE-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 108 UNITS OF ADDITIONAL HOUSING WITHIN PIMA COUNTY.

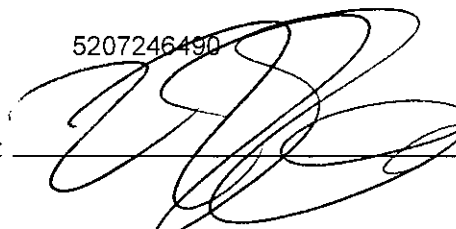
Board of Supervisor District: • 4

Department: DEVELOPMENT SERVICES

Name: Thomas Drzazgowski

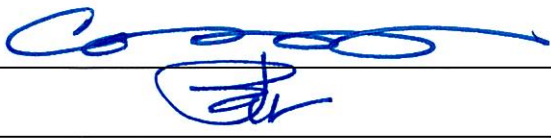
Telephone: 5207246490

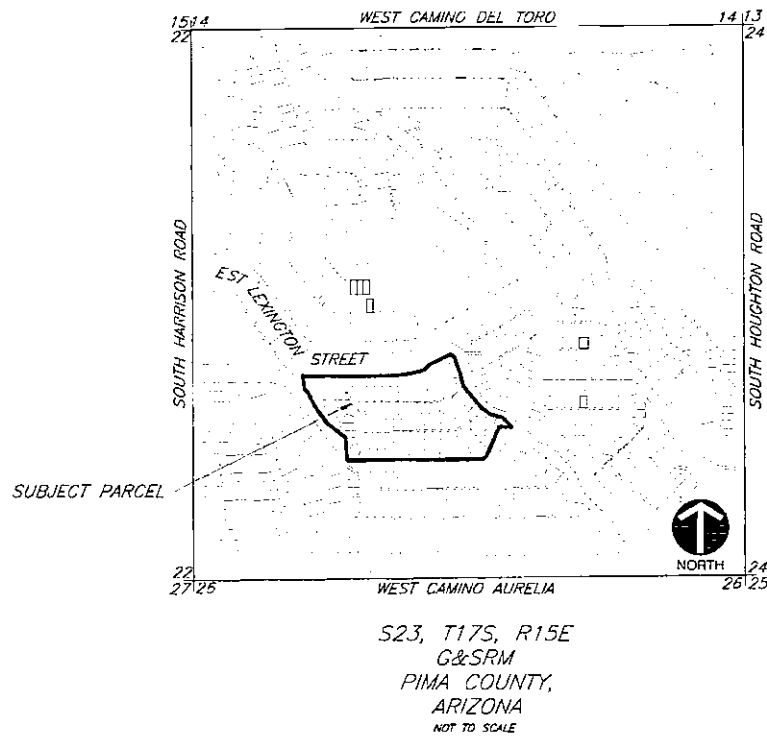
Department Director Signature:

 For

Date:

11/3/25

Deputy County Administrator Signature:  Date: 11/3/2025
County Administrator Signature: _____ Date: 11/3/2025



P25FP00011

A FINAL PLAT FOR SYCAMORE VISTA PHASE A, LOTS 14-26,
104-156, & 158-199, COMMON AREA "A" PRIVATE
DRAINAGE COMMON AREA "B" PUBLIC SEWER

DEDICATION

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

WE, THE UNDERSIGNED DO HEREBY HOLD NAMELESS PIMA COUNTY AND PIMA COUNTY PLANT GROWING DISTRICT, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOODAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR AQUIFER.

WE HEREBY DEDICATE TO PIMA COUNTY AS RIGHT-OF-WAY THE PUBLIC STREETS SHOWN HEREON.

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 UTILITIES AND FACILITIES AND OTHER USES AS DESIGNATED BY THIS PLAN.

COMMON AREAS AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVEYANCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND 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 UNDER SURETTE NUMBER 201250202, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND REPAIRS OF THE COMMON AREAS TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

NEW TUCSON UNIT NO. 9 HMA
1400 N CAMPBELL AVE., SUITE 504
TUCSON, AZ 85719

BY: DATE:

STEWART TITLE AND TRUST OF TUCSON, TRUST NO. 3729, AS TRUSTEE ONLY
AND NOT IN ITS CORPORATE CAPACITY
1400 N CAMPBELL AVE., SUITE 504
TUCSON, AZ 85719

BY: DATE:

BENEFICIARY

THE BENEFICIARY OF STEWART TITLE AND TRUST OF TUCSON, TRUST NO. 3729 IS

AT PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
2801 E BROADWAY BLVD
TUCSON, AZ 85716-5109

ACKNOWLEDGEMENTS

STATE OF ARIZONA) S.S.
PIMA COUNTY)

ON THIS DAY OF , 20 , BEFORE ME PERSONALLY APPEARED
WHO ACKNOWLEDGED TO BE THE TRUSTEE OFFICIAL OF
AND AUTHORIZED TO DO, DO, AND
EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

NOTARY PUBLIC: MY COMMISSION EXPIRES:

STATE OF ARIZONA) S.S.
PIMA COUNTY)

ON THIS DAY OF , 20 , BEFORE ME PERSONALLY APPEARED
WHO ACKNOWLEDGED TO BE AN OFFICIAL OF
AND AUTHORIZED TO DO, DO, AND
EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

NOTARY PUBLIC: MY COMMISSION EXPIRES:

RECORDING

STATE OF ARIZONA) S.S.
PIMA COUNTY)

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ON THIS
DAY OF , 20 , IN PARCEL NO. PIMA COUNTY RECORDS

COUNTY RECORDER DATE

FINAL PLAT FOR "SYCAMORE VISTA PHASE A" LOTS 14-26, 104-156 & 158-199 COMMON AREA "A" PRIVATE DRAINAGE COMMON AREA "B" PUBLIC SEWER

BEING A REPLAT OF A PORTION OF
"NEW TUCSON UNIT NO. 9 LOTS 1 THRU 404"
RECORDED IN BOOK 18 OF MAPS AND PLATS, PAGE 21
LYING WITHIN THE SOUTH HALF OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE
15 EAST OF THE GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

OWNERS

NEW TUCSON UNIT NO. 9 HMA
1400 N CAMPBELL AVE., SUITE 504
TUCSON, AZ 85719

STEWART TITLE AND TRUST OF TUCSON
1400 N CAMPBELL AVE., SUITE 504
TUCSON, AZ 85719

DEVELOPER

D.R. HORTON, AMERICA'S RAILFLEX TUCSON
800 N ORACLE ROAD, SUITE 125
TUCSON, AZ 85704
(520) 572-5104

ENGINEER

RYAN STUCH
CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
555 E RIVER ROAD, SUITE 301
TUCSON, AZ 85704
(520) 521-4625
WWW.CECINC.COM

LEGEND

---	SUBJECT PROPERTY BOUNDARY LINE
---	ADJACENT PROPERTY LINE
---	RIGHT-OF-WAY
---	LANDSCAPE
---	UTILITY EASEMENT
---	LOT LINE
---	SECTION LINE
(6)	2" BRASS CAP SECTION MONUMENT, STAMPEL "S 2140"
●	1/2" NAIL SET FOR THIS PLAT
N/W	RIGHT-OF-WAY
L/M	LANDSCAPE & MAINTENANCE EASEMENT
PS	PRIVATE SEWER EASEMENT
PS	PUBLIC UTILITY EASEMENT
NA	NO ACCESS EASEMENT
DR	DRAINAGE
VE	VEGETATION

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT,
TRUST NO. 3729 FROM STEWART TITLE AND TRUST OF TUCSON AS RECORDED IN
SURETTE NO. 201250202, HAS BEEN PROVIDED TO CLARKVILLE
IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69
(SUBDIVISION STANDARDS) IN THIS SUBDIVISION

BY:

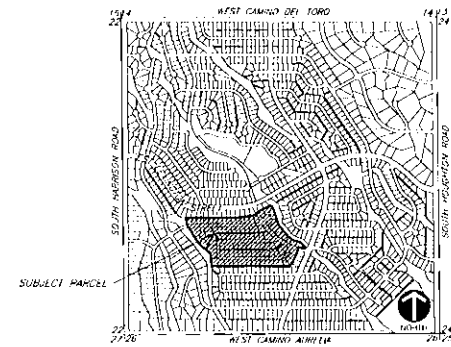
CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA DATE

ATTEST

_____, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT
THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY,
ARIZONA, ON THIS DAY OF , 20

CLERK, BOARD OF SUPERVISORS DATE

VICINITY MAP



SUBJECT PARCEL

S23, 1125, R174
O&SM
PIMA COUNTY,
ARIZONA
NOT TO SCALE

NOTES

- 1) THIS SUBDIVISION LIES WITHIN AN AREA AS HAVING AN ASSURED WATER SUPPLY
- 2) THE GROSS AREA IS 1,128,164 SQ FT OR 30.4904 AC MORE OR LESS
- 3) THE TOTAL NUMBER OF LOTS IS TEN
- 4) THE ZONING IS R174
- 5) TOTAL MILES OF NEW PUBLIC STREETS IS 0.29 MILES
- 6) TOTAL MILES OF NEW PRIVATE STREETS IS 0.00 MILES
- 7) COMMON AREAS:
2" (17,278 SQ FT OR 0.4789 AC) PRIVATE DRAINAGE
7" (5,069 SQ FT OR 0.1163 AC) PUBLIC SEWER
- 8) 10' PUBLIC UTILITY EASEMENT IS GRANTED TO PIMA COUNTY BY THIS PLAT
- 9) ALL 15 FOOT UTILITY EASEMENTS, ACCESS AND UTILITY EASEMENTS,
5-FOOT AERIAL OR OVERHEAD EASEMENTS, 20-FOOT PAVED DRAINAGEWAYS,
ANCHOR EASEMENTS AND UNDISTURBED DRAINAGEWAYS, DEDICATED BY AND
LOCATED WITHIN "NEW TUCSON UNIT NO. 9" BOOK 18 OF MAPS AND PLATS,
AT PAGE 21, HAVE BEEN RELEASED BY THE FOLLOWING INSTRUMENTS:
DIT 12880, PG 32 (SOUTHWEST GAS)
DIT 12894, PG 341 (FOREST CORPORATION)
DIT 12897, PG 1470 (COK COMMUNICATIONS)
DIT 12856, PG 447 (TUCSON ELECTRIC)
DIT 12887, PG 381 (EL PASO NATURAL GAS)

THESE RELEASED EASEMENTS WERE THEN ABANDONED BY PIMA COUNTY BY
THE FOLLOWING INSTRUMENTS:

DIT 12952, PG 7252 (RESOLUTION TO ABANDON)
DIT 12960, PG 283 (JOHN CLAM DILL)

THESE EASEMENTS ARE NOT DEPICTED HEREON

- 10) THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS RESOLVING
CONDITIONS AS FOUND IN ORDINANCE NO. 1905 23 AS APPROVED ON
MARCH 16, 1995.

INDEX SHEET

SHEET 1 DEDICATION, ACKNOWLEDGEMENT, SITE MAP, LEGEND AND NOTES
SHEET 2 INDEX SHEET
SHEET 3 PLAN SHEETS
SHEET 4 PLAN SHEETS AND LINE AND CURVE TABLES
SHEET 5 PLAN SHEETS
SHEET 6 PLAN SHEETS

BASIS OF BEARING

NORTH 89°24'58" EAST UPON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF
SECTION 23, TOWNSHIP 17 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT
RIVER MERIDIAN, BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 23,
MONUMENTED BY A 2-1/2" GENERAL LAND OFFICE BRASS CAP SURVEY
MONUMENT STAMPEL "T175 R15F S23/S23 S27/S26 1910" AND THE SOUTH 1/4
CORNER OF SAID SECTION 23 MONUMENTED BY A 2-1/2" GENERAL LAND
OFFICE BRASS CAP SURVEY MONUMENT STAMPEL "1/4 S23 S26 1910"

PROJECTION
AZ STATE PLANT CENTRAL ZONE 0200
NAD83(2011)
WGS 1984
GEOID18 (CONUS)

SCALED TO GROUND AT
N 31° 56' 27.9424"
W 110° 46' 43.2016"

NORTHING 344164.958
EASTING 1052988.233

GROUND SCALE FACTOR: 1.0001165494

CERTIFICATIONS

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



MICHAEL J. SCHAFER

RES 85508

REVISION RECORD
NO. DATE DESCRIPTION
1 01/15/2020

555 E River Road
Suite 301
Tucson, AZ 85704
Ph: 520.121.4625
WWW.CECINC.COM



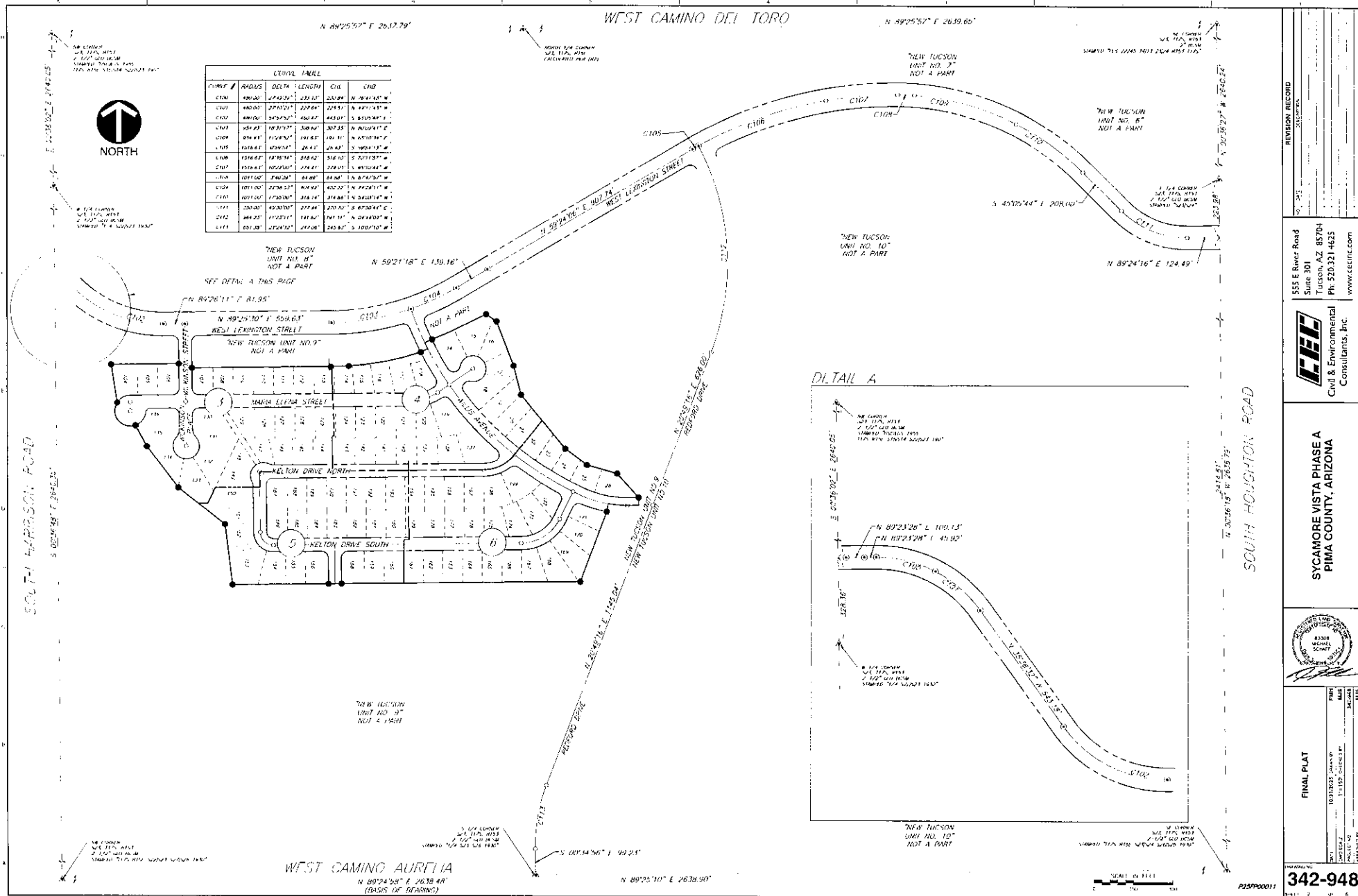
Civil & Environmental
Consultants, Inc.

SYCAMORE VISTA PHASE A
PIMA COUNTY, ARIZONA

FINAL PLAT

DATE	BY	MADE
01/15/2020	RYAN STUCH	12345
DATE	BY	MADE
01/15/2020	RYAN STUCH	12345

342-948

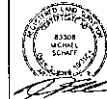


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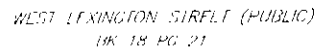
H&E
Civil & Environmental
Consultants, Inc.

SYCAMORE VISTA PHASE A
PIMA COUNTY, ARIZONA

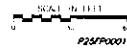


FINAL PLAT

342-948



WEST LEXINGTON SIRELT (PUBLIC)
BK 18 PG 21



REVISION RECORD

555 E River Road
Suite 301
Tucson, AZ 85704
PH: 520.321.4625
www.cccinc.com

Civil & Environmental
Consultants, Inc.

**SYCAMORE VISTA PHASE A
PIMA COUNTY, ARIZONA**



FINAL PLAY

D	
10 31 2055 2044.37	16.57
1° 30' 2" = 1.50"	367.648
16.57	

342-948

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHS
1	150.00	30.00	157.08	157.08
2	150.00	30.00	157.08	157.08
3	150.00	30.00	157.08	157.08
4	150.00	30.00	157.08	157.08
5	150.00	30.00	157.08	157.08
6	150.00	30.00	157.08	157.08
7	150.00	30.00	157.08	157.08
8	150.00	30.00	157.08	157.08
9	150.00	30.00	157.08	157.08
10	150.00	30.00	157.08	157.08
11	150.00	30.00	157.08	157.08
12	150.00	30.00	157.08	157.08
13	150.00	30.00	157.08	157.08
14	150.00	30.00	157.08	157.08
15	150.00	30.00	157.08	157.08
16	150.00	30.00	157.08	157.08
17	150.00	30.00	157.08	157.08
18	150.00	30.00	157.08	157.08
19	150.00	30.00	157.08	157.08
20	150.00	30.00	157.08	157.08

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHS
21	150.00	30.00	157.08	157.08
22	150.00	30.00	157.08	157.08
23	150.00	30.00	157.08	157.08
24	150.00	30.00	157.08	157.08
25	150.00	30.00	157.08	157.08
26	150.00	30.00	157.08	157.08
27	150.00	30.00	157.08	157.08
28	150.00	30.00	157.08	157.08
29	150.00	30.00	157.08	157.08
30	150.00	30.00	157.08	157.08
31	150.00	30.00	157.08	157.08
32	150.00	30.00	157.08	157.08
33	150.00	30.00	157.08	157.08
34	150.00	30.00	157.08	157.08
35	150.00	30.00	157.08	157.08
36	150.00	30.00	157.08	157.08
37	150.00	30.00	157.08	157.08
38	150.00	30.00	157.08	157.08
39	150.00	30.00	157.08	157.08
40	150.00	30.00	157.08	157.08

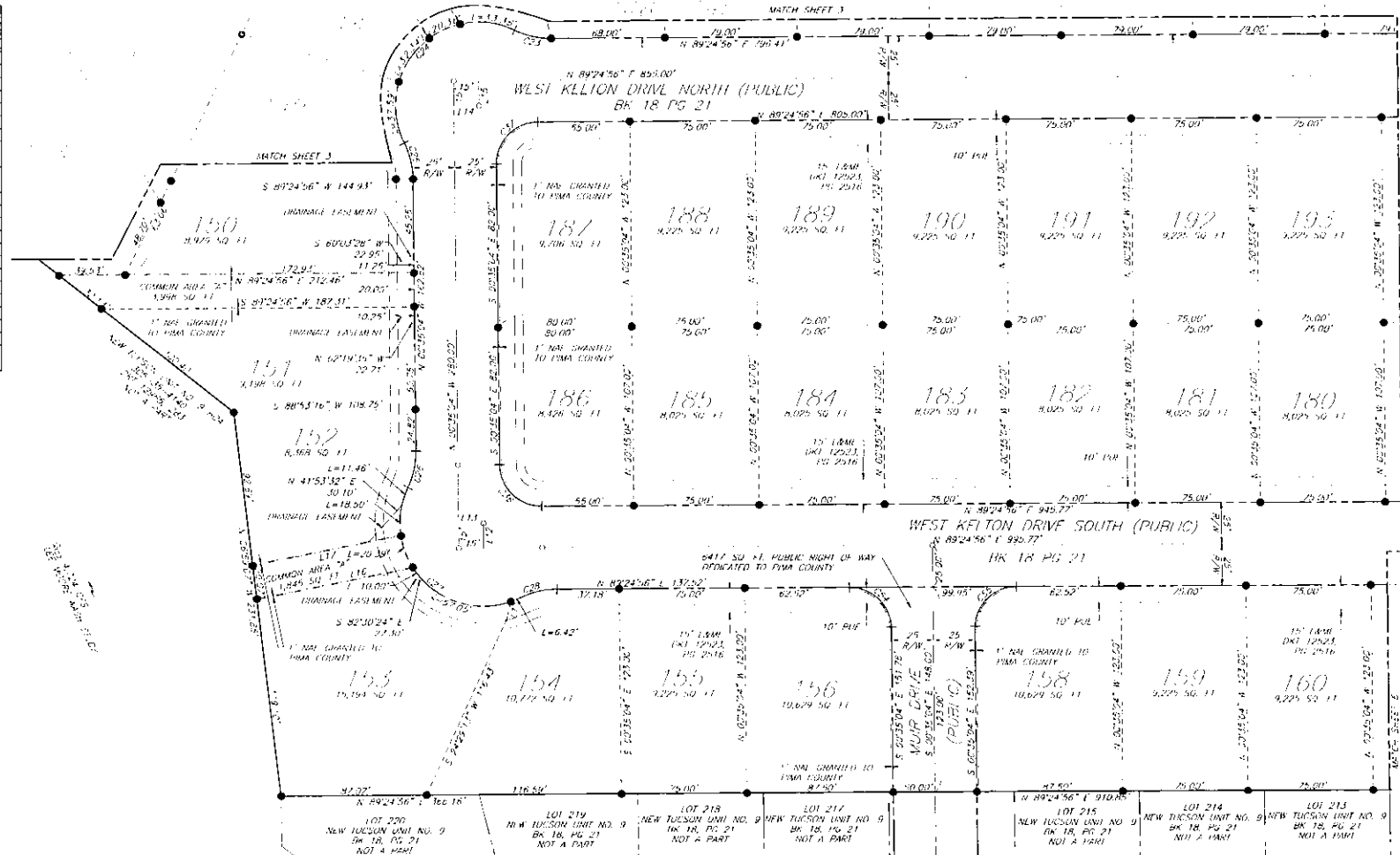
CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHS
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42	150.00	30.00	157.08	157.08
43	150.00	30.00	157.08	157.08
44	150.00	30.00	157.08	157.08
45	150.00	30.00	157.08	157.08
46	150.00	30.00	157.08	157.08
47	150.00	30.00	157.08	157.08
48	150.00	30.00	157.08	157.08
49	150.00	30.00	157.08	157.08
50	150.00	30.00	157.08	157.08
51	150.00	30.00	157.08	157.08
52	150.00	30.00	157.08	157.08
53	150.00	30.00	157.08	157.08
54	150.00	30.00	157.08	157.08
55	150.00	30.00	157.08	157.08
56	150.00	30.00	157.08	157.08
57	150.00	30.00	157.08	157.08
58	150.00	30.00	157.08	157.08
59	150.00	30.00	157.08	157.08
60	150.00	30.00	157.08	157.08

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHS
61	150.00	30.00	157.08	157.08
62	150.00	30.00	157.08	157.08
63	150.00	30.00	157.08	157.08
64	150.00	30.00	157.08	157.08
65	150.00	30.00	157.08	157.08
66	150.00	30.00	157.08	157.08
67	150.00	30.00	157.08	157.08
68	150.00	30.00	157.08	157.08
69	150.00	30.00	157.08	157.08
70	150.00	30.00	157.08	157.08
71	150.00	30.00	157.08	157.08
72	150.00	30.00	157.08	157.08
73	150.00	30.00	157.08	157.08
74	150.00	30.00	157.08	157.08
75	150.00	30.00	157.08	157.08
76	150.00	30.00	157.08	157.08
77	150.00	30.00	157.08	157.08
78	150.00	30.00	157.08	157.08
79	150.00	30.00	157.08	157.08
80	150.00	30.00	157.08	157.08

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHS
81	150.00	30.00	157.08	157.08
82	150.00	30.00	157.08	157.08
83	150.00	30.00	157.08	157.08
84	150.00	30.00	157.08	157.08
85	150.00	30.00	157.08	157.08
86	150.00	30.00	157.08	157.08
87	150.00	30.00	157.08	157.08
88	150.00	30.00	157.08	157.08
89	150.00	30.00	157.08	157.08
90	150.00	30.00	157.08	157.08
91	150.00	30.00	157.08	157.08
92	150.00	30.00	157.08	157.08
93	150.00	30.00	157.08	157.08
94	150.00	30.00	157.08	157.08
95	150.00	30.00	157.08	157.08
96	150.00	30.00	157.08	157.08
97	150.00	30.00	157.08	157.08
98	150.00	30.00	157.08	157.08
99	150.00	30.00	157.08	157.08
100	150.00	30.00	157.08	157.08



LINE TABLE		
LINE #	LINE TYPE	LINE VALUE
1	150.00	157.08
2	150.00	157.08
3	150.00	157.08
4	150.00	157.08
5	150.00	157.08
6	150.00	157.08
7	150.00	157.08
8	150.00	157.08
9	150.00	157.08
10	150.00	157.08
11	150.00	157.08
12	150.00	157.08
13	150.00	157.08
14	150.00	157.08
15	150.00	157.08
16	150.00	157.08
17	150.00	157.08
18	150.00	157.08
19	150.00	157.08
20	150.00	157.08
21	150.00	157.08
22	150.00	157.08
23	150.00	157.08
24	150.00	157.08
25	150.00	157.08
26	150.00	157.08
27	150.00	157.08
28	150.00	157.08
29	150.00	157.08
30	150.00	157.08



REVISION RECORD

NO.	DATE	DESCRIPTION
1	10/1/2011	ISSUED FOR PERMIT
2	10/1/2011	ISSUED FOR PERMIT
3	10/1/2011	ISSUED FOR PERMIT
4	10/1/2011	ISSUED FOR PERMIT
5	10/1/2011	ISSUED FOR PERMIT
6	10/1/2011	ISSUED FOR PERMIT
7	10/1/2011	ISSUED FOR PERMIT
8	10/1/2011	ISSUED FOR PERMIT
9	10/1/2011	ISSUED FOR PERMIT
10	10/1/2011	ISSUED FOR PERMIT

555 E River Road
Suite 301
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Ph: 520 221 4625
www.ecinc.com

ECI

ECI Environmental Consultants, Inc.

FINAL PLAT

342-948

10/1/2011



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Ph: 520.321.4625
www.enrinc.com



**Civil & Environmental
Consultants, Inc.**

SYCAMORE VISTA PHASE A
PIMA COUNTY, ARIZONA



FINAL PLAT

237-046	11/17/2008	11/17/2008	11/17/2008
M/S	11/17/2008	11/17/2008	11/17/2008
MMID	11/17/2008	11/17/2008	11/17/2008

342-948



**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P25FP00011]

THIS AGREEMENT is made and entered into by and between NT Properties, an Arizona corporation or successors in interest ("Subdivider"), Stewart Title & Trust of Tucson, an Arizona corporation ("Trustee"), as trustee under Trust No. 3759; 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 Sycamore Vista Phase A. Lots 14-26, 104-156 & 158-199, Common Area "A" PRIVATE DRAINAGE, COMMON AREA "B" PUBLIC SEWER recorded in Sequence number _____ on the _____ day of _____, 2025, 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:NT PROPERTIES, LLC., an
Arizona limited liability corporation

Chair, Board of Supervisors

By: _____

Its: Managing Member

ATTEST:

TRUSTEE: Stewart Title & Trust of Tucson, an
Arizona corporation, as Trustee under Trust No
3759, and not in its corporate capacity

By: _____

Its: Trust Officer

Clerk of the Board

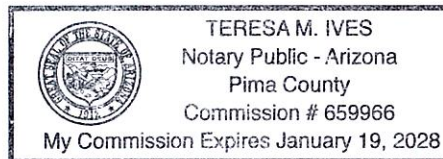
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 31 day of
Oct, 2025, by Steve Russo, Managing Member of
NT Properties, LLC, ("Subdivider"),
an Arizona limited liability corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

1-19-2028



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 31 day of
Oct, 2025, by Erik Zwerk, Trust Officer of
Stewart Title & Trust of Tucson ("Trustee"),
an Arizona corporation, on behalf of the corporation, as trustee under trust number 3759.

Notary Public

My Commission Expires:

1-19-28

