



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 7/1/2025

*= Mandatory, information must be provided

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

***Title:**

P24FP00009 - A FINAL PLAT FOR BLUE SLATE ACRES, LOTS 1-23 AND COMMON AREAS "A".

***Introduction/Background:**

FINAL PLAT PROCESS TO CREATE LEGALLY SUBDIVIDED PROPERTY

***Discussion:**

NA

***Conclusion:**

NA

***Recommendation:**

STAFF RECOMMENDS APPROVAL

***Fiscal Impact:**

NA

***Board of Supervisor District:**

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

Department: DEVELOPMENT SERVICES

Telephone: 724-6490

Contact: THOMAS DRZAZGOWSKI

Telephone: 724-6490

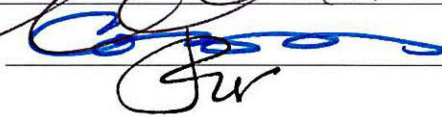
Department Director Signature:

 For

Date:

6/12/25

Deputy County Administrator Signature:



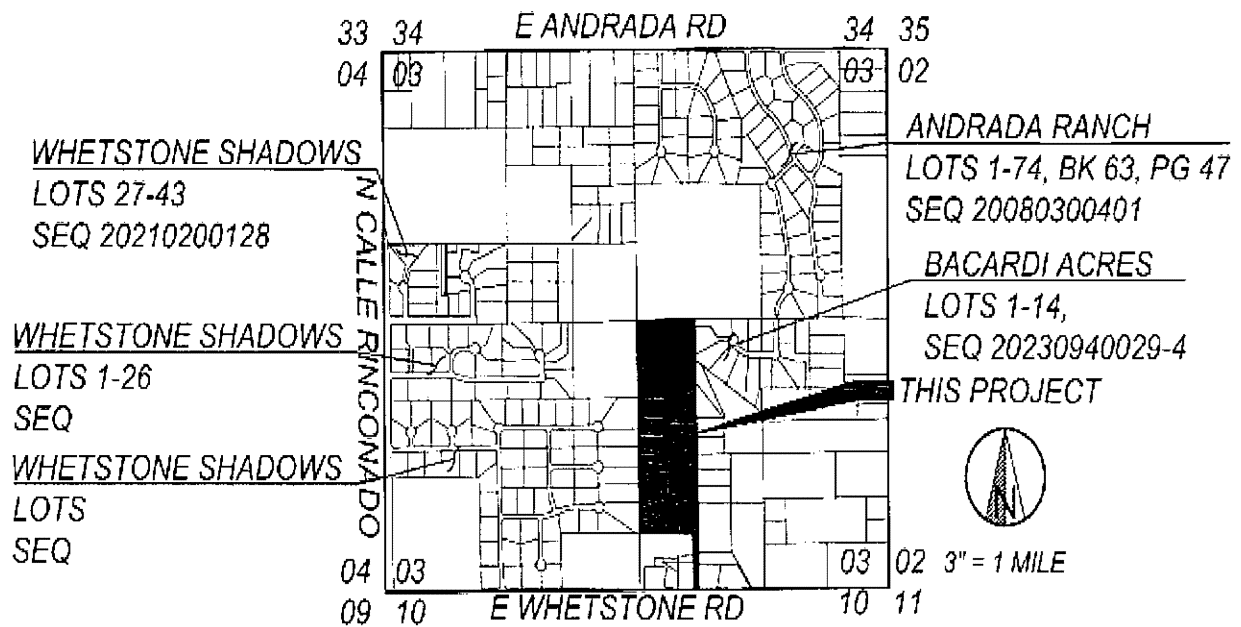
Date:

6/13/2025

County Administrator Signature:

Date:

6/14/2025



LOCATION MAP

PORTION OF THE SE 1/4 OF SECTION 3, T17S,
R16E, G&SRM, PIMA COUNTY, ARIZONA

P24FP00009

BLUE SLATE ACRES,

LOTS 1-23 AND

COMMON AREAS "A".

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 26.81 AC (1,167,836.43 SQ FT).
2. THE NUMBER OF LOTS IS 23.
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.9 MILES.
4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.48 MILES.
5. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
6. TOTAL AMOUNT OF RIPPARIAN HABITAT DISTURBED ON SITE BY THIS PROJECT: 0.47 ACRES.
7. TOTAL AMOUNT OF RIPPARIAN HABITAT DISTURBED OFF SITE BY THIS PROJECT: 0.05 ACRES.
8. THE OWNER HAS PAID A \$31,199.50 TOTAL FEE IN LIEU OF PROVIDING ON-SITE RIPPARIAN HABITAT MITIGATION FOR DISTURBANCE ASSOCIATED WITH THE CONSTRUCTION OF ROADS/WAYS.
9. THE FOLLOWING LOTS WILL NEED TO MITIGATE FOR ANY DISTURBANCE: 3, 5, 11, 17 AND 21-23. A RIPPARIAN HABITAT MITIGATION PLAN WILL BE REQUIRED. ESTIMATED DISTURBANCE AMOUNTS FOR EACH LOT HAVE BEEN PROVIDED ON THE RHPM ASSOCIATED WITH THE ROAD CONSTRUCTION AND PROPOSED FOR THIS PROJECT. IN THE RHP DISTURBANCE AMOUNT IS THE SAME ON THE RHP ASSOCIATED WITH PROPOSED LOT. THAT RHP CAN BE USED WHEN THE RHP DISTURBANCE IS DIFFERENT. WHEN WHAT IS SHOWN FOR THE LOT, THE PERMITS WILL NEED TO OBTAIN A RHP DISTURBANCE.
10. A WAIVER OF DILUTION REQUIREMENTS HAS BEEN GRANTED FOR THIS PROJECT BY THE FLOODPLAIN ADMINISTRATION. THE OWNER HAS PAID A FEE IN LIEU OF PROVIDING DILUTION OF FLOODPLAIN DAMAGE.
11. DEVELOPMENT IN THE FLOODPLAIN REQUIRES APPROVAL FROM THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT. FLOODS, WALLS, AND OTHER STRUCTURES WILL REQUIRE A REPORT SIGNED BY AN ARIZONA REGISTERED CIVIL ENGINEER, INCLUDING AN UNDERGROUND FLOODPLAIN.
12. BUILDABLE AREA (B.A.) IS RESTRICTED WITHIN LOT & AS SHOWN ON THIS PLAT. NO FENCES, WALLS, AND OTHER STRUCTURES SHALL BE PERMITTED OUTSIDE THE DESIGNATED BUILDABLE AREA WITHIN LOT &.
13. NATURAL RESOURCES, PARKS AND RECREATION IN LIEU OF \$57,983 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RECALCULATED FOR THE LOT. THE RHP DISTURBANCE AMOUNT IS BASED ON NO REGENERATION AREA PROVIDED WITH THE DEVELOPMENT. CURRENTLY THE FEE IS ASSESSED AT \$2.51 PER LOT. AT THE TIME OF FINAL PLAT APPROVAL, THE INDEBTED FEE WILL BE RECALCULATED AT THE MOST CURRENT RATE AND RECALCULATED ON THE FINAL PLAT.
14. ANY RIPPARIAN HABITAT DISTURBANCE FOR LOTS 1-23 WILL REQUIRE INDIVIDUAL MITIGATION PLANS ON A LOT-BY-LOT BASIS.
15. GUARDING ON DEVELOPMENT SHALL NOT BE PERMITTED WITHIN THE DESCRIBED BOUNDARY OF THE NATURAL UNDISTURBED OPEN SPACE (NUS) AREA WITHIN LOT 12 PER ORD. 18-001.

PERMITTING NOTES

1. ZONING IS G-1.
2. A SINGLE LOT MAINTENANCE PLAN FOR THE SUBDIVISION PLAN WILL BE REQUIRED REGARDLESS OF THE AMOUNT OF GRADING FOR LOTS 1-23.
3. ALL LOTS WILL HAVE INDIVIDUAL ON-SITE DISPOSAL SYSTEMS DESIGN IN ACCORDANCE WITH ARIZONA ADMINISTRATIVE CODE TITLE 18, CHAPTER 3, INCLUDING PROTECTION LISTS ON SOIL EVALUATIONS PERFORMED IN THE AREA OF ANY PROPOSED PRIMARY AND RESIDENTIAL LOTS.
4. ANY LOT THAT CANNOT ACCOMMODATE A CONVENTIONAL SEPTIC SYSTEM WILL REQUIRE AN ALTERNATIVE ON-SITE DISPOSAL SYSTEM.
5. THIS PLAT IS IMPACTED BY THE REGULATORY FLOODPLAIN OF PLATO WASH AND OTHER REGULATORY FLOODPLAINS. THE PLATO WASH FLOODPLAIN DELINEATION AND PEAK DISCHARGES COME FROM THE FLOOD ADVISORY COMMITTEE. PLATO WASH HASN'T BEEN STUDY PREPARED BY STATE IN 2009.

BASIS OF BEARINGS

THE EAST LINE OF THE WEST 67° 43' OF THE SOUTHEAST QUARTER OF SECTION 3, T17S, R16E, G1S3M, PIMA COUNTY, AZ, MONUMENTED AT THE NORTH END BY A 3" REBAR TAGGED "BLS 2007" AND AT THE SOUTH END BY A 3" REBAR TAGGED "BLS 2007". THE BEARING OF SAID LINE OF N 01° 04' 43" W, AS DERIVED FROM STATE PLANE GRID COORDINATES, ARIZONA CENTRAL ZONE.

DEDICATIONS

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

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICIALS, 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, FLOODING, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SUCH DAMAGE IS CAUSED BY FLOOD OR HARMFUL.

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

COMMON AREAS AND PRIVATE EASEMENTS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS, PRIVATE DRAINAGE, LAND SURFACE, AND OTHER DRAINAGE. EASEMENTS ARE GRANTED AS EASEMENTS TO THE HOMEOWNERS' ASSOCIATION.

THE LAND OF THE COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS (HOMEOWNERS' ASSOCIATION) AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER SEQUENCE NUMBER _____.

IN THE EVENT OF THE PIMA COUNTY RECORDING, THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND VALUATION TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND PRIVATE EASEMENTS WITHIN THIS SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY, LLC, AS TRUSTEE UNDER TRUST NOS. 2403, 2405, AND 2406, ONLY AND NOT OTHERWISE.

BY _____

ITS TRUST OFFICER

STATE OF ARIZONA)

COUNTY OF PIMA) S.S.

ON THIS, THE _____ DAY OF JUNE, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, HONORARY JUDGE _____, WHO ACKNOWLEDGED TO ME THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT SHE BEING SUCH OFFICER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HERSELF AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC ID _____

OWNER, KIMBERLY B. MODDETTON

DATE _____

OWNER, MARK L. MODDETTON

DATE _____

STATE OF ARIZONA)

COUNTY OF PIMA) S.S.

ON THIS, THE _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF AS _____.

IN WITNESS WHEREOF, I HEREBY SET MY NAME AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC ID _____

BENEFICIARIES

THE BENEFICIARY OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC TRUST NO. 2403 IS

JACQUELINE MOYDA
1105 N. BLUE SLATE DR
VAL, AZ 85641

THE BENEFICIARY OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC TRUST NO. 2405 IS

SKIPPY KAY L.C.
1330 E. RAY AVE DANCE TRAIL
VAL, AZ 85641

THE BENEFICIARY OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC TRUST NO. 2406 IS

FOUR R DEVELOPMENT, LLC
1105 N. BLUE SLATE DR
TUCSON, AZ 85710

ASSURANCES

ASSURANCES IN THE FORM OF THIRD PARTY TRUST FROM LANDMARK TITLE ASSURANCE AGENCY, LLC TRUST NOS. 2403, 2405, 2406, 2408 FROM TITLE SECURITY AGENCY, LLC AS RECORDED SEQUENCE NO. _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY _____

CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE _____

ATTEST:

I, MELISSA MARRIQUET, 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 _____, 20____.

CLERK, BOARD OF SUPERVISORS

DATE _____

RECORDING

STATE OF ARIZONA)

COUNTY OF PIMA) S.S.

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

COUNTY RECORDER

DATE _____

CERTIFICATION OF SURVEY

I, HERBERT CHARTER, 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. 35243 (AZ)

CERTIFICATION OF ENGINEER (FLOODPLAIN)

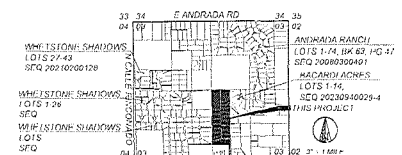
I, CHRISTOPHER R. ROD, AS THE ARIZONA REGISTRANT AND DRAINAGE ENGINEER FOR THIS PROJECT, CERTIFY THAT THE FLOODPLAIN AND EROSION HAZARD SETBACK PRESENTED ON THE FINAL PLAT FOR BLUE SLATE ACRES LOTS 1-23 WAS PREPARED BY ME AND PLACED ON THE PLAT UNDER MY DIRECTION. ALL OTHER INFORMATION PRESENTED ON THE FINAL PLAT IS NOT COVERED UNDER THIS SEAL.

CHRISTOPHER R. ROD - PE NO. 36672 (AZ)

CERTIFICATION OF ENGINEER

I, HERBERT CHARTER, THAT THE BOUNDARY LOT LINES, QUANTITIES AND NEW EASEMENTS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY DIRECTION. I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

RICHARD G. MACIAS - PE NO. 37307 (AZ)



LOCATION MAP

PORTION OF THE SECTION 3, T17S, R16E, G1S3M, PIMA COUNTY, ARIZONA

LEGEND

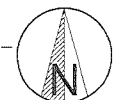
EXISTING SUBJECT PROPERTY LINE	_____
EXISTING RIGHT OF WAY	_____
EXISTING ROW MONUMENT LINE	_____
PROPOSED SUBJECT PROPERTY LINE	_____
PROPOSED RIGHT OF WAY	_____
PROPOSED EASEMENT LINE AS SHOWN	_____
OTHER PARCEL LINES	_____
ROADWAY CENTERLINE	_____
DEVELOPED 100 YEAR FLOODPLAIN	_____
MATCHLINE	_____
EROSION HAZARD SETBACK LINE	_____
50' SETBACK TO BE DEDICATED PER PLAT	_____
AGE 25 LOCATION FOR CORNER LOTS	_____
SURVEY MONUMENT TO BE SET BY THE GUESTED LAND SURVEYOR FOR THE TOTAL DISTANCE	_____
FUND SURVEY MONUMENT AS NOTED	_____
10' SETBACK TO BE SET BY THE GUESTED LAND SURVEYOR	_____
REGULATED RIPPARIAN HABITAT AREA	_____
NATURAL UNDISTURBED OPEN SPACE	_____
BUILDABLE AREA	_____
CURVE DATA	CTH 100 YEAR FLOOD LINE FL
LINE DATA	100 YEAR FLOOD CURVE FC
FLOODPLAIN DATA	FPHB EROSION HAZARD SETBACK DATA E370

FINAL PLAT for BLUE SLATE ACRES
LOTS 1 - 23 & COMMON AREA 'A' (PRIVATE STREET, UTILITIES, & PRIVATE DRAINAGE)

PORTION OF THE SECTION 3, T17S, R16E, G1S3M, PIMA COUNTY, ARIZONA

ARIZONA REALTY DESIGN

2024 L 204-51 Tucson, AZ 85713 520-395-7519 hermes@arizona-realtydesign.com PROJECT No. 24-001
P24FP00005
REV: 004100007 DATE: MARCH 11, 2025 SHEET 1 OF 9



SCALE: 1" = 120'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N 1° 04' 43" W	12.71
L2	S 89° 24' 13" W	32.00'
L3	N 89° 24' 13" E	32.00'
L4	N 1° 04' 43" W	12.29
L5	N 89° 24' 13" E	20.60'
L6	N 58° 46' 47" E	38.31'
L7	S 89° 24' 13" W	35.63'
L8	N 1° 05' 05" W	13.70'
L9	N 1° 05' 05" W	152.65'
L10	N 1° 04' 43" W	24.25'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.66'	75.00'	89°31'0"
C2	39.48'	75.00'	90°28'5"
C3	39.06'	75.00'	89°30'4"
C4	47.24'	64.50'	41°57'4"
C5	120.96'	52.50'	132°00'3"
C6	120.96'	52.50'	132°00'3"
C7	39.84'	52.50'	42°23'2"
C8	47.24'	64.50'	41°57'4"
C9	39.48'	75.00'	90°28'5"
C10	19.27'	75.00'	44°10'2"
C11	24.73'	75.00'	56°40'2"
C12	69.08'	50.00'	79°09'1"



PORTION OF THE SE 1/4 OF SECTION 3, T17S, R16E, G&SRM, PIMA COUNTY, ARIZONA

ARIZONA REALTY DESIGN

2034 E. 23rd St., Tucson, AZ 85713 520-300-7519 richard@jazzredesign.com Project No. 24.001

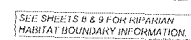
P24EP000009

DATE: MARCH 11, 2025

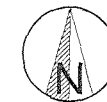
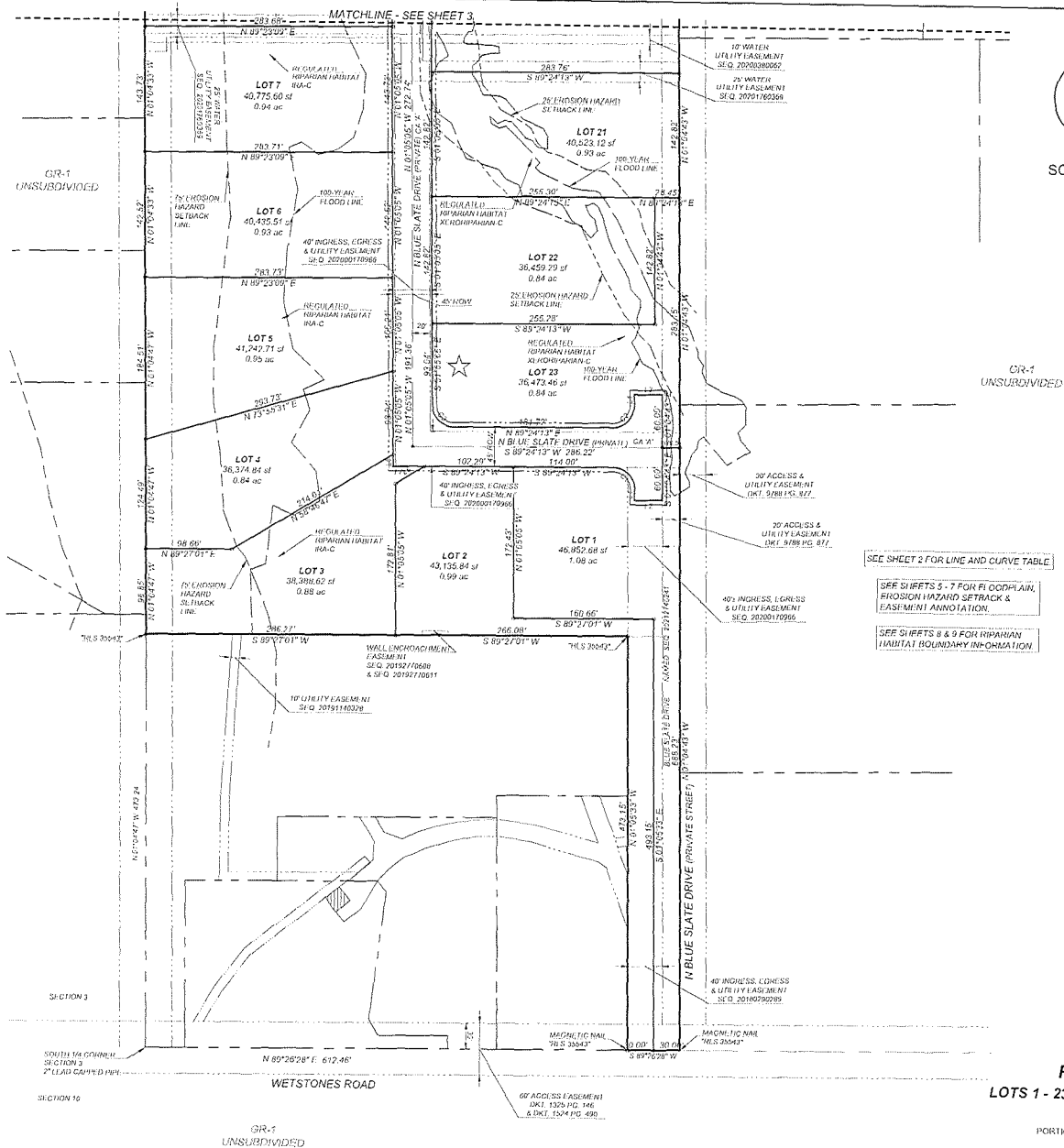
SHEET 2 OF 9

SEQUENCE #

SEQUENCE # _____



P24FP00009
REF: P24TF00012
DATE: MARCH 11, 2025



SCALE: 1" = 60'

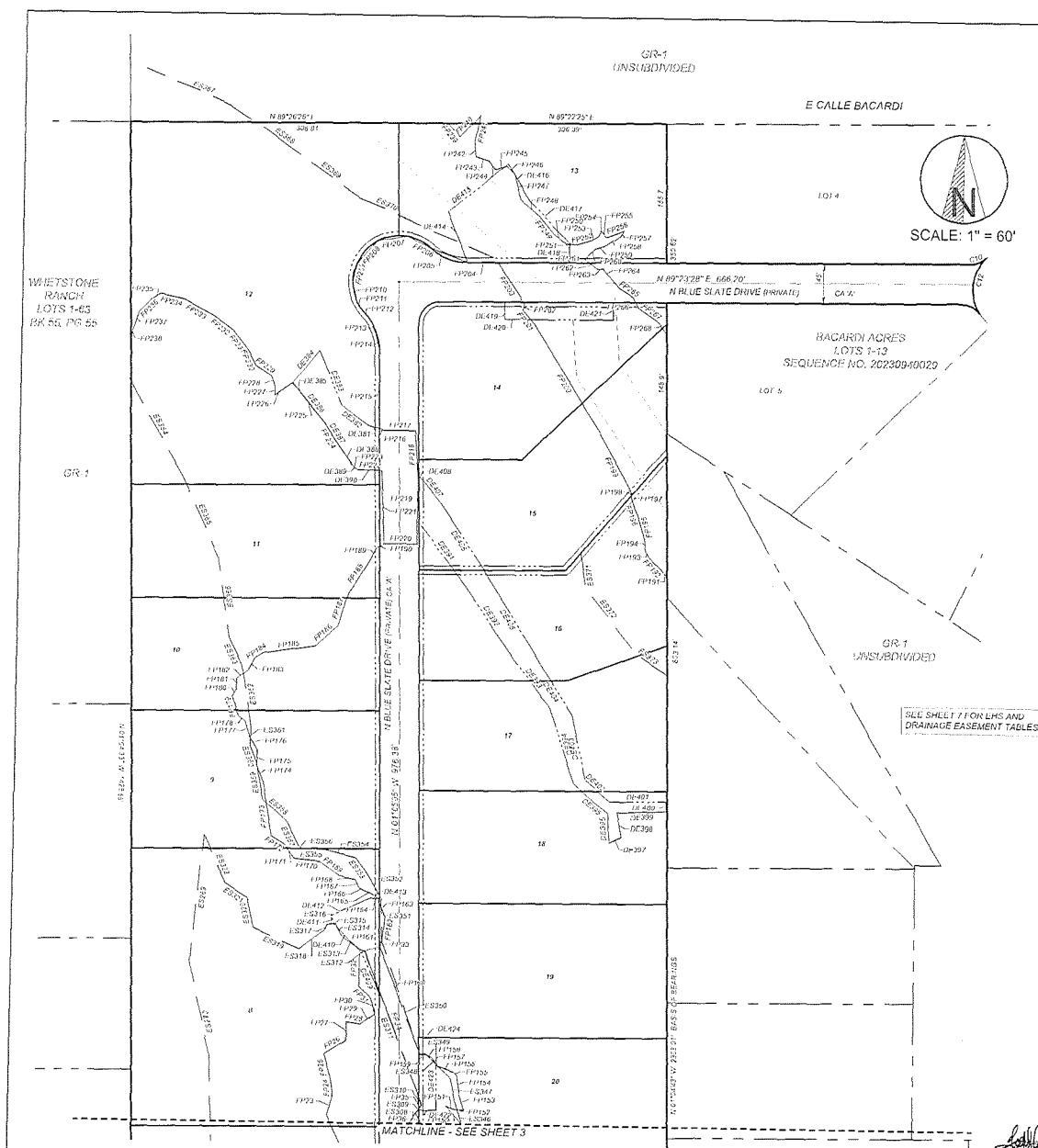
SEE SHEET 2 FOR LINE AND CURVE TABLE

SEE SHEETS 5 - 7 FOR FLOODPLAIN, FLOOD HAZARD SETBACK & EASEMENT ANNOTATION.

SEE SHEETS 8 & 9 FOR RIPARIAN HABITAT BOUNDARY INFORMATION.



SEQUENCE #



LINE #	DIRECTION	LENGTH
FP1	N 2° 21' 00" W	14.12'
FP2	N 63° 43' 48" E	18.57'
FP3	N 5° 48' 27" E	88.97'
FP4	S 66° 27' 15" E	26.60'
FP5	N 60° 46' 34" E	33.98'
FP6	N 1° 57' 53" W	34.06'
FP7	N 41° 27' 37" W	43.39'
FP8	N 76° 57' 45" E	40.94'
FP9	N 15° 57' 10" W	25.83'
FP10	N 65° 34' 00" E	26.74'
FP11	N 46° 25' 30" W	50.96'
FP12	N 11° 29' 30" W	46.28'
FP13	N 2° 58' 57" E	53.11'
FP14	N 9° 00' 22" E	72.69'
FP15	N 12° 43' 00" W	50.10'
FP16	N 65° 53' 47" E	16.03'
FP17	S 52° 17' 01" E	24.13'
FP18	N 75° 31' 30" E	21.73'
FP19	N 51° 59' 45" E	75.21'
FP20	N 18° 06' 15" E	34.07'

LINE #	DIRECTION	LENGTH
FP21	N 2° 15' 57" E	39.52'
FP22	N 75° 09' 09" W	74.05'
FP23	N 16° 42' 25" E	22.39'
FP24	N 1° 00' 11" W	20.53'
FP25	N 18° 14' 24" W	29.41'
FP26	N 58° 13' 31" E	29.87'
FP27	N 0° 50' 55" W	21.43'
FP28	S 80° 16' 38" E	15.91'
FP29	N 55° 37' 58" E	20.63'
FP30	N 16° 23' 50" W	19.85'
FP31	N 47° 27' 40" W	19.55'
FP32	N 0° 12' 16" E	42.00'
FP33	S 12° 38' 13" E	6.71'
FP34	S 21° 22' 15" E	187.43'
FP35	S 34° 35' 15" W	12.61'
FP36	S 32° 06' 12" E	12.42'
FP37	S 19° 18' 05" E	11.91'
FP38	S 32° 40' 54" E	13.66'
FP39	S 22° 46' 30" E	14.85'
FP40	S 52° 47' 50" W	13.94'

LINE #	DIRECTION	LENGTH
FP41	S 21° 42' 57" W	27.98'
FP42	S 10° 42' 23" E	18.20'
FP43	S 25° 05' 07" E	16.95'
FP44	S 52° 03' 58" E	16.41'
FP45	S 24° 18' 42" E	43.18'
FP46	S 72° 51' 37" E	39.73'
FP47	S 35° 23' 37" E	11.94'
FP48	S 64° 15' 21" E	77.80'
FP49	S 17° 26' 17" E	12.72'
FP50	S 88° 48' 03" E	26.96'
FP51	S 64° 35' 24" E	21.53'
FP52	S 32° 13' 28" E	20.81'
FP53	S 59° 36' 17" E	10.93'
FP54	S 43° 18' 02" E	18.30'
FP55	N 42° 39' 38" E	11.42'
FP56	N 16° 12' 18" W	12.09'
FP57	N 47° 37' 47" W	7.71'
FP58	N 26° 20' 14" W	11.84'
FP59	N 71° 05' 52" E	9.41'
FP60	S 53° 24' 23" E	7.23'

LINE #	DIRECTION	LENGTH
FP61	S 24° 08' 54" E	12.84'
FP62	S 16° 30' 16" E	29.02'
FP63	S 28° 15' 15" E	46.52'
FP64	S 10° 55' 16" E	12.66'
FP65	S 42° 29' 17" E	17.10'
FP66	S 4° 24' 03" E	6.95'
FP67	S 18° 13' 09" W	14.93'
FP68	S 16° 57' 26" E	9.76'
FP69	S 16° 15' 02" W	11.76'
FP70	S 43° 29' 36" W	7.11'
FP71	S 29° 15' 37" E	27.14'
FP72	S 59° 39' 47" E	13.97'
FP73	S 29° 37' 49" E	27.01'
FP74	S 35° 07' 29" E	7.76'
FP75	S 12° 58' 38" E	25.54'
FP76	S 1° 16' 25" E	12.08'
FP77	S 5° 51' 06" W	18.44'
FP78	S 6° 45' 48" E	14.88'
FP79	S 7° 09' 36" W	20.14'
FP80	S 3° 37' 12" E	19.62'

LINE #	DIRECTION	LENGTH
FP81	S 49° 54' 47" E	6.97'
FP82	N 58° 59' 27" E	19.05'
FP83	N 1° 43' 08" E	5.61'
FP84	N 77° 13' 44" W	17.46'
FP85	N 18° 26' 36" E	23.58'
FP86	N 40° 55' 24" E	8.73'
FP87	N 11° 05' 16" E	8.88'
FP88	N 51° 21' 14" E	6.91'
FP89	S 40° 41' 41" E	42.19'
FP90	N 59° 23' 38" E	30.70'
FP91	N 42° 04' 32" W	16.13'
FP92	N 24° 49' 44" W	9.81'
FP93	N 43° 48' 15" E	13.02'
FP94	N 0° 29' 59" W	19.39'
FP95	N 33° 23' 27" W	9.17'
FP96	N 58° 28' 58" W	9.28'
FP97	N 10° 46' 21" W	15.95'
FP98	N 60° 56' 13" W	20.28'
FP99	N 21° 16' 23" W	13.38'
FP100	N 11° 03' 59" E	7.86'

LINE #	DIRECTION	LENGTH
FP101	N 35° 34' 11" W	11.46'
FP102	N 0° 37' 45" W	5.94'
FP103	N 20° 29' 21" W	39.59'
FP104	N 63° 03' 32" W	19.49'
FP105	N 45° 45' 08" W	14.95'
FP106	N 50° 49' 53" W	17.09'
FP107	N 23° 46' 05" W	23.19'
FP108	N 27° 02' 33" W	45.17'
FP109	N 24° 24' 48" W	31.25'
FP110	N 35° 29' 13" W	36.01'
FP111	N 67° 13' 54" W	5.71'
FP112	N 88° 13' 04" W	14.64'
FP113	N 77° 18' 23" W	17.43'
FP114	N 64° 26' 40" W	41.24'
FP115	N 40° 41' 49" W	6.98'
FP116	N 44° 41' 51" E	7.29'
FP117	N 41° 18' 47" W	34.05'
FP118	N 49° 42' 38" W	22.85'
FP119	S 74° 41' 40" W	7.95'
FP120	N 62° 46' 11" W	10.37'

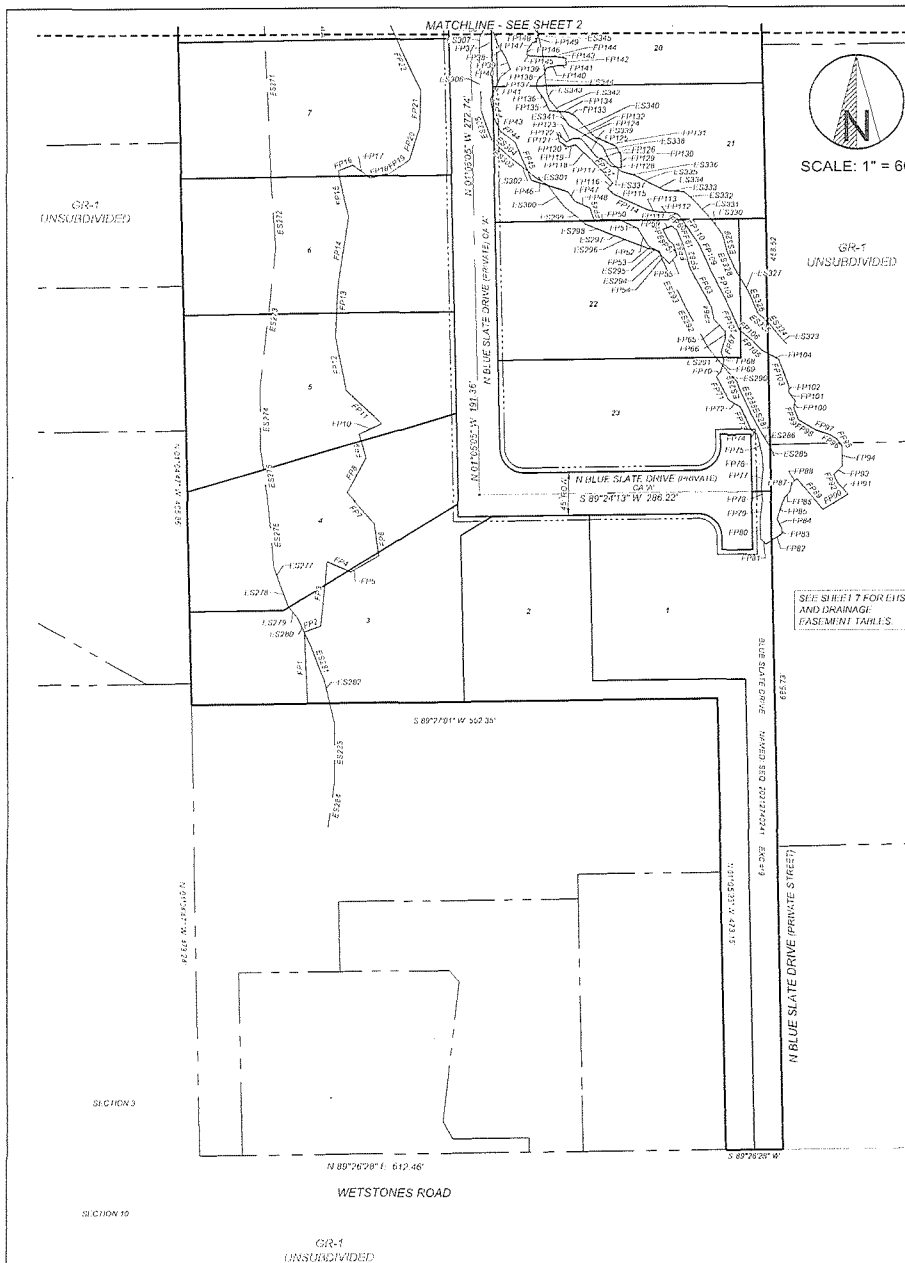
SEE SHEET 7 FOR LMS AND DRAINAGE EASEMENT TABLES.

FINAL PLAT for BLUE SLATE ACRES
LOTS 1 - 23 & COMMON AREA 'A' (PRIVATE STREET, UTILITIES, & PRIVATE DRAINAGE)
 PORTION OF THE SE 1/4 OF SECTION 3, 117S, 81E, 6S, GASHIMA, PIMA COUNTY, ARIZONA

ARIZONA REALTY DESIGN



2534 E 23rd St., Tucson, AZ 85713 520-390-7319 rhoads@arizonyalretydesign.com Project No. 24-001
 P24FP00009
 NFP: P24FP00010 DATE: MARCH 11, 2025 SHEET 5 OF 9



100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP121	N 11° 05' 16" W	9.02'
FP122	S 40° 09' 35" E	12.91'
FP123	N 64° 00' 28" E	8.33'
FP124	S 87° 22' 08" E	7.95'
FP125	S 47° 51' 37" E	24.02'
FP126	S 70° 19' 34" E	8.92'
FP127	S 42° 06' 12" E	9.54'
FP128	S 78° 48' 37" E	11.17'
FP129	N 0° 42' 17" W	13.92'
FP130	N 33° 23' 14" W	9.89'
FP131	N 66° 39' 51" W	23.30'
FP132	N 42° 10' 31" W	31.30'
FP133	N 64° 15' 38" W	8.63'
FP134	N 85° 16' 50" W	19.43'
FP135	N 25° 36' 31" W	13.64'
FP136	N 33° 50' 53" W	12.54'
FP137	N 2° 11' 25" E	10.98'
FP138	N 48° 45' 42" E	9.30'
FP139	N 25° 17' 19" E	6.84'
FP140	N 79° 36' 28" E	12.70'

100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP181	N 3° 37' 24" W	11.83'
FP182	N 53° 02' 21" E	16.66'
FP183	N 26° 37' 37" E	15.35'
FP184	N 56° 06' 24" E	11.01'
FP185	N 82° 12' 41" E	60.31'
FP186	N 46° 59' 20" E	33.80'
FP187	N 16° 01' 00" E	38.74'
FP188	N 31° 46' 20" E	47.51'
FP189	N 21° 27' 09" E	13.38'
FP190	N 57° 06' 25" E	9.72'
FP191	N 38° 39' 21" W	7.04'
FP192	N 44° 59' 17" W	22.55'
FP193	N 36° 13' 03" W	9.43'
FP194	N 5° 29' 18" W	13.27'
FP195	N 16° 41' 26" W	24.67'
FP196	N 22° 50' 27" W	12.75'
FP197	N 1° 07' 11" W	14.73'
FP198	N 26° 28' 15" E	2.44'
FP199	N 28° 42' 42" W	74.66'
FP200	N 32° 07' 29" W	149.38'

100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP141	N 87° 54' 39" E	7.86'
FP142	N 5° 01' 50" W	7.25'
FP143	N 79° 47' 17" W	10.03'
FP144	N 88° 24' 47" W	26.94'
FP145	N 64° 51' 05" W	4.19'
FP146	N 8° 48' 06" E	4.88'
FP147	N 34° 43' 55" E	8.87'
FP148	N 85° 32' 48" E	4.43'
FP149	N 9° 51' 19" E	8.01'
FP150	N 41° 20' 34" W	26.03'
FP151	S 72° 21' 28" E	9.60'
FP152	S 85° 41' 51" E	10.73'
FP153	N 17° 55' 57" W	18.88'
FP154	N 8° 10' 03" W	22.97'
FP155	N 46° 48' 47" W	4.78'
FP156	N 70° 30' 20" W	20.59'
FP157	N 32° 52' 26" W	11.07'
FP158	N 63° 31' 08" W	8.58'
FP159	S 76° 06' 55" W	5.53'
FP160	N 21° 34' 33" W	133.49'

100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP201	N 39° 08' 27" W	23.75'
FP202	N 12° 43' 56" E	6.98'
FP203	N 33° 27' 19" W	56.04'
FP204	S 88° 48' 55" W	35.20'
FP205	N 69° 37' 41" W	46.19'
FP206	N 64° 32' 44" W	28.76'
FP207	S 80° 40' 36" W	33.99'
FP208	S 42° 55' 05" W	33.98'
FP209	S 11° 07' 16" W	23.47'
FP210	S 12° 43' 36" E	19.91'
FP211	S 30° 32' 38" E	72.05'
FP212	S 40° 39' 50" E	75.21'
FP213	S 23° 11' 01" E	17.03'
FP214	S 12° 11' 02" E	20.43'
FP215	S 1° 05' 05" E	88.71'
FP216	S 74° 59' 28" E	6.70'
FP217	S 85° 50' 38" E	34.87'
FP218	S 4° 32' 54" E	52.48'
FP219	S 0° 18' 53" W	75.71'
FP220	S 89° 41' 55" W	37.84'

100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP161	N 23° 55' 22" E	6.71'
FP162	N 5° 54' 22" E	26.90'
FP163	N 20° 29' 14" W	22.73'
FP164	N 47° 08' 42" W	7.26'
FP165	N 68° 03' 24" W	12.72'
FP166	N 61° 30' 28" W	6.24'
FP167	N 25° 46' 58" W	10.01'
FP168	N 77° 18' 46" W	18.43'
FP169	N 54° 03' 21" W	28.09'
FP170	N 83° 49' 58" W	29.27'
FP171	N 30° 31' 18" W	20.65'
FP172	N 56° 08' 58" W	17.05'
FP173	N 9° 40' 39" W	62.46'
FP174	N 21° 34' 51" W	22.06'
FP175	N 1° 31' 04" E	16.64'
FP176	N 30° 24' 28" W	19.37'
FP177	N 14° 16' 26" W	16.70'
FP178	N 53° 59' 10" W	10.17'
FP179	N 18° 19' 29" W	22.82'
FP180	N 30° 31' 21" E	9.12'

100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP221	N 2° 21' 19" W	87.43'
FP222	N 86° 23' 30" W	26.88'
FP223	N 53° 18' 38" W	10.36'
FP224	N 34° 11' 52" W	56.84'
FP225	N 30° 22' 38" W	57.66'
FP226	S 55° 20' 26" W	24.44'
FP227	N 0° 00' 00" E	10.27'
FP228	N 22° 44' 22" W	12.12'
FP229	N 94° 05' 44" W	21.13'
FP230	N 26° 54' 12" W	17.79'
FP231	N 37° 44' 19" W	30.43'
FP232	N 64° 34' 01" W	28.64'
FP233	N 60° 16' 00" W	37.87'
FP234	N 76° 38' 33" W	28.17'
FP235	S 57° 21' 33" W	12.44'
FP236	S 43° 00' 51" W	19.29'
FP237	S 18° 15' 15" W	18.15'
FP238	S 15° 33' 03" W	14.85'
FP239	S 40° 53' 11" E	26.90'
FP240	N 43° 35' 21" E	34.61'

100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP241	S 11° 12' 22" W	31.29'
FP242	S 5° 49' 45" E	14.97'
FP243	S 70° 23' 28" E	16.30'
FP244	S 34° 31' 18" E	11.80'
FP245	N 73° 32' 52" E	13.95'
FP246	S 49° 57' 12" E	13.11'
FP247	S 14° 53' 38" E	29.13'
FP248	S 48° 25' 56" E	31.46'
FP249	S 41° 16' 04" E	22.70'
FP250	S 50° 43' 28" E	17.61'
FP251	S 82° 24' 33" E	10.10'
FP252	N 73° 57' 05" E	20.34'
FP253	N 58° 36' 47" E	8.60'
FP254	N 27° 33' 52" E	7.42'
FP255	S 38° 26' 49" E	9.20'
FP256	N 69° 47' 39" E	21.30'
FP257	S 50° 58' 35" W	7.40'
FP258	S 55° 55' 43" W	20.91'
FP259	S 73° 36' 25" W	11.16'
FP260	S 51° 10' 23" W	9.45'

100-YR FLOODPLAIN		
LINE #	DIRECTION	LENGTH
FP261	S 38° 55' 04" W	7.00'
FP262	S 53° 02' 50" E	17.95'
FP263	N 85° 58' 20" E	6.81'
FP264	S 39° 57' 42" E	20.19'
FP265	S 58° 26' 37" E	18.86'
FP266	S 27° 07' 26" E	13.45'
FP267	S 54° 37' 33" E	29.03'
FP268	S 35° 33' 04" E	15.68'

FINAL PLAT for BLUE SLATE ACRES
LOTS 1 - 23 & COMMON AREA 'A' (PRIVATE STREET, UTILITIES, & PRIVATE DRAINAGE)

PORTION OF THE SE 1/4 OF SECTION 3, 117S, R16E, G5&N4, PIMA COUNTY, ARIZONA

ARIZONA REALTY DESIGN

2934 E 23rd St., Tucson, AZ 85713 520-306-7519 info@arizona-realty.com Project No. 24-001

P24FP00009

DATE: MARCH 11, 2025

SHEET 6 OF 9

SEQUENCE #



EROSION HAZARD SETBACK

LINE #	DIRECTION	LENGTH
ES269	S 5° 47' 03" W	145.47'
ES270	S 12° 45' 28" L	111.67'
ES271	S 2° 15' 00" E	209.29'
ES272	S 3° 45' 20" E	89.54'
ES273	S 5° 31' 35" W	146.98'
ES274	S 0° 22' 12" E	64.15'
ES275	S 8° 42' 44" E	55.68'
ES276	S 4° 52' 02" E	66.81'
ES277	S 19° 27' 00" E	17.85'
ES278	S 20° 41' 41" E	24.98'
ES279	S 38° 04' 15" E	16.30'
ES280	S 24° 31' 54" E	31.97'
ES281	S 21° 35' 42" E	39.36'
ES282	S 13° 17' 01" E	44.07'
ES283	S 0° 00' 00" E	62.08'
ES284	S 8° 34' 48" W	47.28'
ES285	N 23° 28' 55" W	9.28'
ES286	N 30° 22' 46" W	23.97'
ES287	N 78° 34' 33" W	17.23'
ES288	N 75° 13' 20" W	28.24'

EROSION HAZARD SETBACK

LINE #	DIRECTION	LENGTH
ES289	N 19° 47' 00" W	8.54'
ES290	N 44° 01' 00" W	15.80'
ES291	N 39° 23' 20" W	30.77'
ES292	N 79° 12' 26" W	47.98'
ES293	N 76° 23' 40" W	56.16'
ES294	N 15° 43' 19" W	8.46'
ES295	N 75° 15' 46" W	12.22'
ES296	N 68° 58' 34" W	33.47'
ES297	N 70° 09' 22" W	9.32'
ES298	N 69° 08' 55" W	28.33'
ES299	N 49° 21' 18" W	27.59'
ES300	N 38° 06' 13" W	29.78'
ES301	N 88° 21' 58" W	15.44'
ES302	N 50° 30' 19" W	29.31'
ES303	N 50° 07' 37" W	18.96'
ES304	N 50° 07' 37" W	18.96'
ES305	N 18° 57' 08" W	33.54'
ES306	N 1° 56' 15" W	55.12'
ES307	N 1° 22' 27" E	22.43'
ES308	N 88° 26' 07" E	16.30'

EROSION HAZARD SETBACK

LINE #	DIRECTION	LENGTH
ES309	N 39° 45' 49" E	10.81'
ES310	N 10° 09' 45" W	8.11'
ES311	N 21° 34' 23" W	181.76'
ES312	N 66° 54' 20" W	6.35'
ES313	N 52° 38' 44" W	26.34'
ES314	N 27° 42' 39" W	14.35'
ES315	N 50° 12' 25" W	1.05'
ES316	S 86° 38' 50" W	8.84'
ES317	S 24° 41' 10" W	7.30'
ES318	S 32° 21' 44" W	26.45'
ES319	N 65° 43' 28" W	58.67'
ES320	N 11° 48' 47" W	34.24'
ES321	N 57° 25' 27" W	30.36'
ES322	N 23° 56' 10" W	69.74'
ES323	N 42° 06' 03" W	14.12'
ES324	N 37° 56' 22" W	12.87'
ES325	N 50° 29' 06" W	17.04'
ES326	N 24° 08' 08" W	25.93'
ES327	N 31° 20' 22" W	26.50'
ES328	N 75° 05' 35" W	16.99'

DRAINAGE EASEMENT

LINE #	DIRECTION	LENGTH
DE381	N 74° 59' 38" W	12.25'
DE382	N 53° 56' 08" W	25.37'
DE383	N 72° 43' 16" W	56.49'
DE384	S 40° 03' 41" W	48.37'
DE385	S 45° 12' 30" E	13.61'
DE386	S 35° 08' 06" E	42.93'
DE387	S 33° 22' 04" E	38.48'
DE388	S 35° 25' 04" E	19.52'
DE389	S 50° 51' 41" E	9.07'
DE390	S 88° 36' 20" E	24.08'
DE391	S 37° 46' 16" E	85.69'
DE392	S 34° 16' 32" E	95.00'
DE393	S 37° 58' 32" E	26.61'
DE394	S 18° 28' 06" E	90.12'
DE395	S 48° 24' 39" E	53.49'
DE396	S 3° 28' 06" E	33.06'
DE397	N 63° 26' 06" E	15.65'
DE398	N 11° 30' 50" W	21.55'
DE399	N 87° 27' 59" E	56.56'
DE400	N 47° 34' 26" W	12.54'
DE401	S 88° 39' 27" W	64.02'
DE402	N 48° 40' 28" W	38.62'
DE403	N 12° 21' 45" W	74.73'
DE404	N 32° 54' 19" W	70.87'

DRAINAGE EASEMENT

LINE #	DIRECTION	LENGTH
DE406	N 34° 02' 20" W	91.11'
DE407	N 35° 48' 20" W	39.62'
DE408	N 64° 34' 05" W	1.58'
DE409	N 24° 23' 46" W	50.88'
DE410	N 44° 29' 14" W	45.72'
DE411	N 25° 25' 37" W	10.80'
DE412	N 64° 34' 23" E	49.43'
DE413	N 88° 54' 55" E	10.64'
DE414	N 22° 00' 13" W	61.27'
DE415	N 51° 22' 37" E	87.56'
DE416	S 31° 06' 39" E	47.92'
DE417	S 44° 20' 38" E	66.92'
DE418	S 1° 31' 20" W	21.31'
DE419	N 0° 36' 32" W	20.00'
DE420	S 89° 21' 28" W	123.84'
DE421	S 0° 36' 32" E	20.00'
DE422	N 88° 54' 55" E	20.00'
DE423	N 1° 05' 00" W	63.45'
DE424	S 89° 23' 12" W	20.00'

EROSION HAZARD SETBACK

LINE #	DIRECTION	LENGTH
ES329	N 15° 28' 04" W	21.44'
ES330	N 37° 31' 57" W	23.63'
ES331	N 39° 43' 22" W	19.54'
ES332	N 49° 57' 42" W	17.46'
ES333	N 87° 01' 17" W	20.00'
ES334	N 63° 36' 25" W	20.51'
ES335	N 63° 36' 05" W	15.44'
ES336	N 72° 41' 51" W	13.97'
ES337	N 46° 49' 15" W	15.88'
ES338	N 26° 15' 28" W	17.29'
ES339	N 57° 19' 00" W	31.62'
ES340	N 57° 15' 23" W	10.01'
ES341	N 33° 16' 15" W	12.18'
ES342	N 41° 13' 27" W	20.82'
ES343	N 15° 59' 07" W	8.77'
ES344	N 8° 03' 03" W	39.92'
ES345	N 12° 45' 36" W	25.60'
ES346	N 17° 51' 26" W	25.02'
ES347	N 11° 42' 27" W	26.61'
ES348	N 46° 31' 37" W	49.54'

EROSION HAZARD SETBACK

LINE #	DIRECTION	LENGTH
ES349	S 75° 13' 40" W	6.02'
ES350	N 19° 41' 08" W	137.19'
ES351	N 2° 11' 00" W	48.60'
ES352	N 20° 58' 51" W	32.29'
ES353	N 36° 39' 37" W	22.75'
ES354	N 76° 39' 45" W	41.37'
ES355	S 88° 29' 53" W	21.82'
ES356	N 49° 13' 34" W	5.51'
ES357	N 24° 48' 13" W	29.30'
ES358	N 48° 56' 25" W	39.46'
ES359	N 70° 11' 58" W	42.45'
ES360	N 26° 04' 36" W	21.91'
ES361	N 0° 00' 59" W	23.54'
ES362	N 9° 04' 59" W	68.63'
ES363	N 26° 57' 18" W	33.73'
ES364	S 29° 51' 03" E	127.22'
ES365	S 24° 37' 27" E	100.84'
ES366	S 8° 41' 33" E	92.50'
ES367	S 68° 18' 50" E	105.61'
ES368	S 50° 50' 52" E	72.56'

EROSION HAZARD SETBACK

LINE #	DIRECTION	LENGTH
ES369	S 54° 55' 53" E	108.37'
ES370	S 66° 52' 45" E	166.63'
ES371	S 8° 45' 17" E	38.95'
ES372	S 38° 30' 23" E	95.81'
ES373	S 56° 01' 49" E	42.91'



FINAL PLAT for BLUE SLATE ACRES
LOTS 1 - 23 & COMMON AREA 'A' (PRIVATE STREET, UTILITIES, & PRIVATE DRAINAGE)

PORTION OF THE SE 1/4 OF SECTION 3, 117S, R16E, G6S18M, PIMA COUNTY, ARIZONA

ARIZONA REALTY DESIGN

2934 E. 23rd St., Tucson, AZ 85713 520-389-7518 richard@arizona-realty-design.com Project No. 24.001

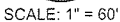
P24FP00009

REF: P24FP00019

DATE: MARCH 11, 2025

SHEET 7 OF 9

SEQUENCE #



RIPARIAN HABITAT		
LINE #	DIRECTION	LENGTH
R1126	S 32° 32' 13" E	197.29'
R1127	S 34° 34' 22" E	89.33'
R1218	S 31° 25' 32" L	163.48'
R1129	N 31° 12' 44" W	74.29'
R130	N 19° 00' 34" W	139.28'
R131	N 30° 42' 35" W	96.10'
R132	N 41° 51' 40" W	102.48'
R133	N 30° 52' 45" W	75.56'
R134	N 24° 52' 40" W	150.26'
R135	N 44° 53' 53" W	121.50'

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P24FP00009

THIS AGREEMENT is made and entered into by and between Jaqueline Moyza, an unmarried woman, Seven Ray LLC, an Arizona limited liability company, and Four R Development, LLC, an Arizona limited liability company, or their successors in interest ("Subdivider"), Landmark Title Assurance Agency of Arizona, an Arizona limited liability company ("Trustee"), as trustee under Trust No's. 2403, 2405, and 2406; and Pima County, Arizona ("County").

1. RECITALS

1.1. Subdivider's are the beneficiaries 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 Blue Slate Acres Lots 1-23 & Common Area "A" (Private Street, Utilities, & 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

SUBDIVIDER:

Chair, Board of Supervisors

Jaqueline Moyza
Jaqueline Moyza
(As to Lots 11 thru 15)

ATTEST:

Clerk of the Board

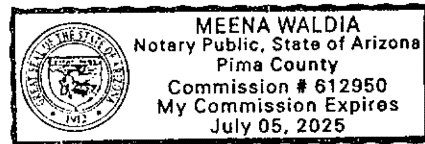
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 9th day of August, 2024, by Jaqueline Moyza ("**Subdivider**") an unmarried woman.

Meena Waldia
Notary Public

My Commission Expires:

07/05/2025



SUBDIVIDER:

Seven Ray LLC
an Arizona limited liability company

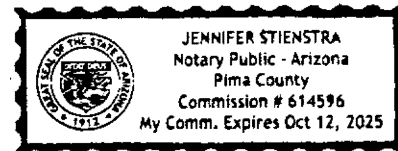
By: Lawrence H Ray Jr
Name: Lawrence H Ray Jr.
Title: Member
(As to Lots 6 thru 9)

STATE OF ARIZONA)
County of PIMA)

The foregoing instrument was acknowledged before me this 21st day of
August, 20 24, by Lawrence H Ray Jr, Member of ("Subdivider"), Seven Ray LLC, an
Arizona limited liability company.

My Commission Expires:
10-12-2025

[Signature]
Notary Public



SUBDIVIDER:

Four R Development, LLC
an Arizona limited liability company

By: 

Name: Ranel Cox

Title: Member

(As to Lots 1 thru 5, 16 thru 21, 22 thru 26, and
Common Area A)

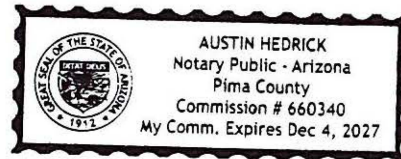
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 12 day of
August, 2024, by Ranel Cox, Member of Four R Development, LLC ("Subdivider"),
an Arizona limited liability company.


Notary Public

My Commission Expires:

Dec 4, 2027



TRUSTEE: Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee under Trust No's. 2403, 2405, and 2406, and not in its corporate capacity

By: [Signature]
Name: Shaun Tessensohn
Its: Trust Officer

STATE OF ARIZONA)
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of August, 2024, by Shaun Tessensohn, Trust Officer of Landmark Title Assurance Agency of Arizona, LLC ("Trustee"), an Arizona limited liability company on behalf of the corporation, as trustee under trust number 2403, 2405, and 2406.

[Signature]
Notary Public

My Commission Expires:
June 19, 2028

