



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 9/21/2021

*= Mandatory, information must be provided

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

***Title:**

P20FP00014 New Subdivision Final Plat for Coyote Creek II LOTS 396-412 AND COMMON AREA "A", COMMON AREA "B" AND A RESUBDIVISION OF COYOTE CREEK LOTS 250 & 251

***Introduction/Background:**

Final Plat Process to create a legally subdivided property.

***Discussion:**

N/A

***Conclusion:**

N/A

***Recommendation:**

Staff recommends approval.

***Fiscal Impact:**

N/A

***Board of Supervisor District:**

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

Department: *Development Services*

Telephone: 520-724-9900

Contact: Hussein Al Zubaidi

Telephone: 520-724-6404

Department Director Signature:

Caleb L. Blackwell

Date:

8-24-2021

Deputy County Administrator Signature:

[Signature]

Date:

8/31/2021

County Administrator Signature:

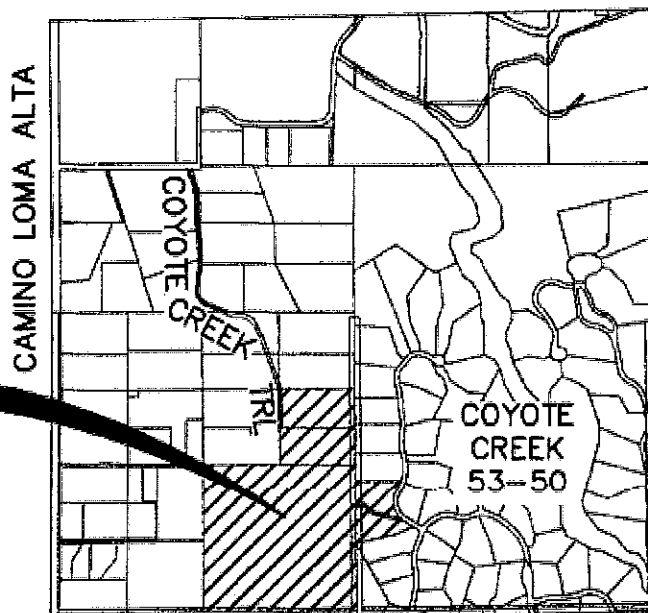
[Signature]

Date:

8/31/21



THIS PLAT



LOCATION MAP

LOCATED IN SECTION 23
TOWNSHIP 15 SOUTH, RANGE 16 EAST, G&SRM
PIMA COUNTY, ARIZONA
SCALE: 3" = 1 MILE

P20FP00014

Coyote Creek II

LOTS 396-412 AND COMMON AREA "A", COMMON AREA "B" AND A
RESUBDIVISION OF COYOTE CREEK LOTS 250 & 251

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 2020478, AND TRUST NO. 2020449 FROM TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN SEQUENCE NO. 16,680,080, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 16.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

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 2023.

CLERK, BOARD OF SUPERVISORS

CERTIFICATION OF SURVEY

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.

STEWART GONZALEZ, R.L.S.
ARIZONA REGISTRATION NO. 27739

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

REGINA LYN BETA, P.E.
ARIZONA REGISTRATION NO. 49008

RECORDING

STATE OF ARIZONA
PIMA COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PSOMAS ON THIS DAY OF 2023, IN SEQUENCE NO. 16,680,080, PIMA COUNTY RECORDS.

F. AMN RODRIGUEZ
COUNTY RECORDER

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 HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, THEIR SUCCESSORS, AGENTS, 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, FLOODING, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.

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

WE HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF DRAINAGE FACILITIES, DETENTION BASINS, CHANNELS OR OTHER NECESSARY DRAINAGE INFRASTRUCTURE.

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 SERVICES.

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 AS RECORDED UNDER CURRENT SEQUENCE NO. 202040118 WHICH INCLUDES THE ANNEXATION AREA FOR THIS SUBDIVISION, AND AS AMENDED IN THE FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COYOTE CREEK AS RECORDED IN SEQUENCE NO. 16,680,080.

THE ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND VALUATION TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE DRAINAGEWAYS, AND PRIVATE EASEMENTS, WITHIN THIS SUBDIVISION.

BENEFICIARY

PURSUANT TO THE PROVISIONS OF A.R.S. 33-404, NAME AND ADDRESS OF THE BENEFICIARY OF SAID TRUST IS:

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST 2020478, AND TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST 2020449, AND COYOTE CREEK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND COYOTE CREEK DEVELOPMENT, LLC, AND DEBORAH S. SADIOS, AND GONZALEZ 100, LLC, AND FIDELITY NATIONAL TRUST 850020, AND SUBJECT UNITED PARTNERSHIP #4, AND RINCON TRAIL ENTERPRISES, LLC, AND RECORDING 8 HOLDINGS, LLC.

OWNER-TRUSTEE OF ASSESSORS PARCELS

COYOTE CREEK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND NOT IN ITS CORPORATE CAPACITY.

BY: *Stewart Gonzalez*

ITS: *Stewart Gonzalez* DATE: *8/15/2023*

FOR: _____

ACKNOWLEDGMENT

STATE OF ARIZONA

PIMA COUNTY

ON THIS 15th DAY OF August, 2023, BEFORE ME PERSONALLY APPEARED

Stewart Gonzalez WHO ACKNOWLEDGED TO BE THE *Chairman*

Title Security Agency LLC, A Delaware LLC

MY COMMISSION EXPIRES: *6/15/2023* *Stewart Gonzalez*

NOTARY PUBLIC

OWNER-TRUSTEE OF ASSESSORS PARCELS

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST 2020478 AND 2020449, AND NOT IN ITS CORPORATE CAPACITY.

BY: _____

ITS: _____ DATE: _____

FOR: _____

ACKNOWLEDGMENT

STATE OF ARIZONA

PIMA COUNTY

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED

_____ WHO ACKNOWLEDGED TO BE THE _____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS 53.62 ACRES.
2. THE TOTAL NUMBER OF LOTS IS 17.
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.17 MILES.
4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.547 MILES.
5. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
6. EASEMENT - BOOK 1015, PAGE 78 TO 104E COVERS THE N 1/2 OF S 1/2 OF SEC. 23 AS RECORDED IN DEED BOOK 654, PG. 359 AND AFFECTS LOTS 407-410.
7. CAMINO DORRITA AND STATE R/W LEASE NO. 2310 WAS VACATED/ABANDONED IN DOCKET 12405, PAGE 306B & 307 CLAIMED IN DOCKET 12405, PAGE 327.

PERMITTING NOTES

1. CONVENTIONAL ZONING IS SR-2 PER REZONING ORDINANCE 2008-114, RECORDED AT SEQ. NO. 20082370601 ON 12/8/2008.
2. THE USE OF THIS PLAT IS SINGLE FAMILY RESIDENTIAL AS IS PERMITTED IN ACCORDANCE WITH THE APPROVED REZONING AND PIMA COUNTY ZONING SECTION 16.14.002.
3. GROSS DENSITY = 0.31 (17 LOTS / 53.62 AC)
4. AVERAGE LOT AREA PER DWELLING IS 127,554 SQ. FT.
5. THIS PROJECT IS SUBJECT TO THE HILLSIDE DEVELOPMENT OVERLAY ZONE.
6. LOT BY LOT SADIAROS INVENTORY: AT THE TIME OF DEVELOPMENT, EACH LOT IS REQUIRED TO PERFORM AN INDIVIDUAL INVENTORY OF SADIAROS BY THE AREA OF THE LOT NOT IN THE 800-357-ASR AREA BASED ON THE RESULTS OF THE INVENTORY, ANY VISIBLE SADIAROS WITHIN THE BUILDING ENVELOPE (INCLUDING THE SEEDS, FIELDS, GROWING AND YOUNG) SHALL BE SALVAGED AND/OR MITIGATED PER PIMA COUNTY NATIVE PLANT PRESERVATION SET-ASIDE METHOD REQUIREMENTS.
7. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ONSITE:
2.24 AC XEROPHILAN C
4.71 AC XEROPHILAN D
8. AMOUNT OF REGULATED RIPARIAN HABITAT DISTURBED ONSITE BY THIS PROJECT:
0.09 AC XEROPHILAN C
0.38 AC XEROPHILAN D
9. TOTAL AMOUNT OF DISTURBED REGULATED RIPARIAN HABITAT:
0.47 AC
10. THIS PLAT IS SUBJECT TO AN APPROVED RIPARIAN HABITAT MITIGATION PLAN.
11. THIS PROJECT WILL BECOME PART OF THE COYOTE CREEK LOTS 1-385 HOMEOWNERS ASSOCIATION, THE REQUIRED RECREATION AREA PER PIMA COUNTY CODE 16.68.080 FOR THIS PROJECT IS PROVIDED WITHIN THE COYOTE CREEK SUBDIVISION.
12. ALL LOTS ARE SUBJECT TO THE GRADING TABLE AS SHOWN ON SHEET 2 OF THIS PLAT AS WELL AS ON THE APPROVED TENTATIVE PLAT.
13. ALL RIPARIAN AND 102 NATURAL AREAS ARE CONTAINED IN THE DESIGNATED NATURAL OPEN SPACE EXCEPT FOR 102 NATURAL AREA LIMITS AS SHOWN HEREIN.

THE BASE OF BEARING FOR THIS PROJECT IS

THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 23, FROM A LEAD CAPPED PIPE MARKED "CEN 23 SEC 23" THE CENTER SECTION CORNER TO THE ALUMINUM CAPPED REBAR MARKED "S/S 7599 S/S" AT THE SOUTH 1/4 CORNER OF SECTION 23, SAID BEARING BEING 89°22'57" E, DISTANCE 100.00 FEET, BEING RECORDED IN BOOK 53 OF MAPS & PLATS PAGE 50.

SHEET NOTES

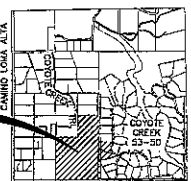
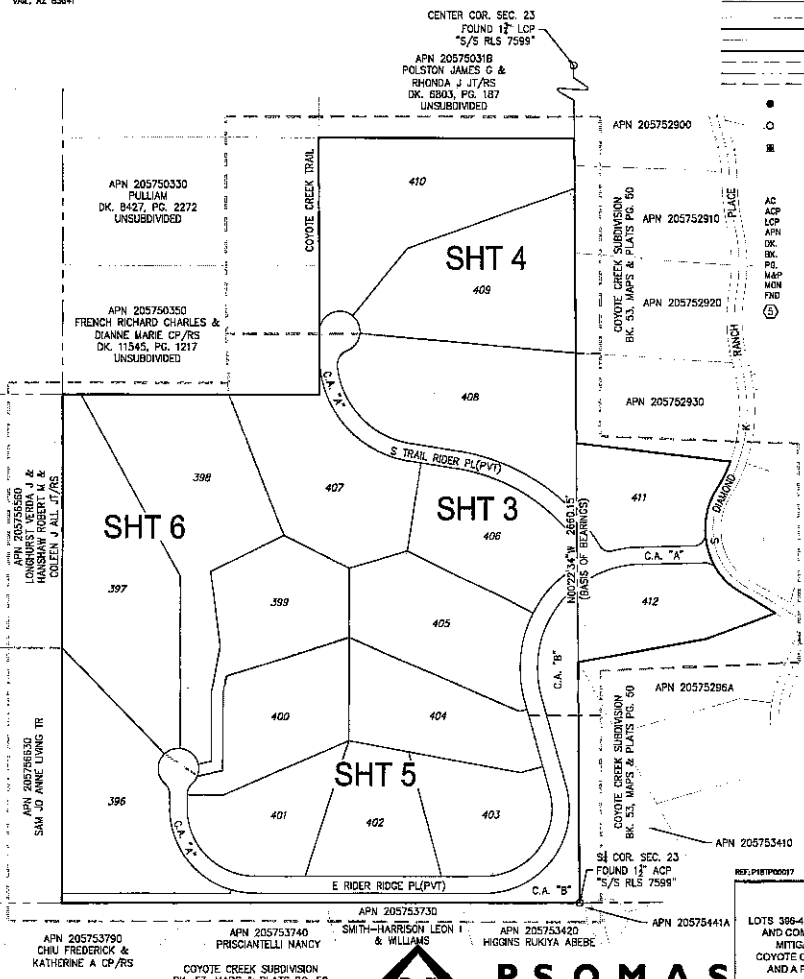
1. COVER SHEET/NOTES
2. BOUNDARY DATA AND DETAILS
3. PLAIN SHEETS
4. FLOOD PLAIN AND EROSION HAZARD SETBACK DETAILS

OWNER

TITLE SECURITY AGENCY
2700 E BROADWAY BLVD, STE. 100
TUCSON, ARIZONA 85719
PHON: (520) 438-4330
ATTN: JOYCE RODA
EMAIL: JOYCE.RODA@TITLESECURITY.COM

DEVELOPER

PB TRADING
16801 OLD SPANISH TRAIL
VAIL, AZ 88411



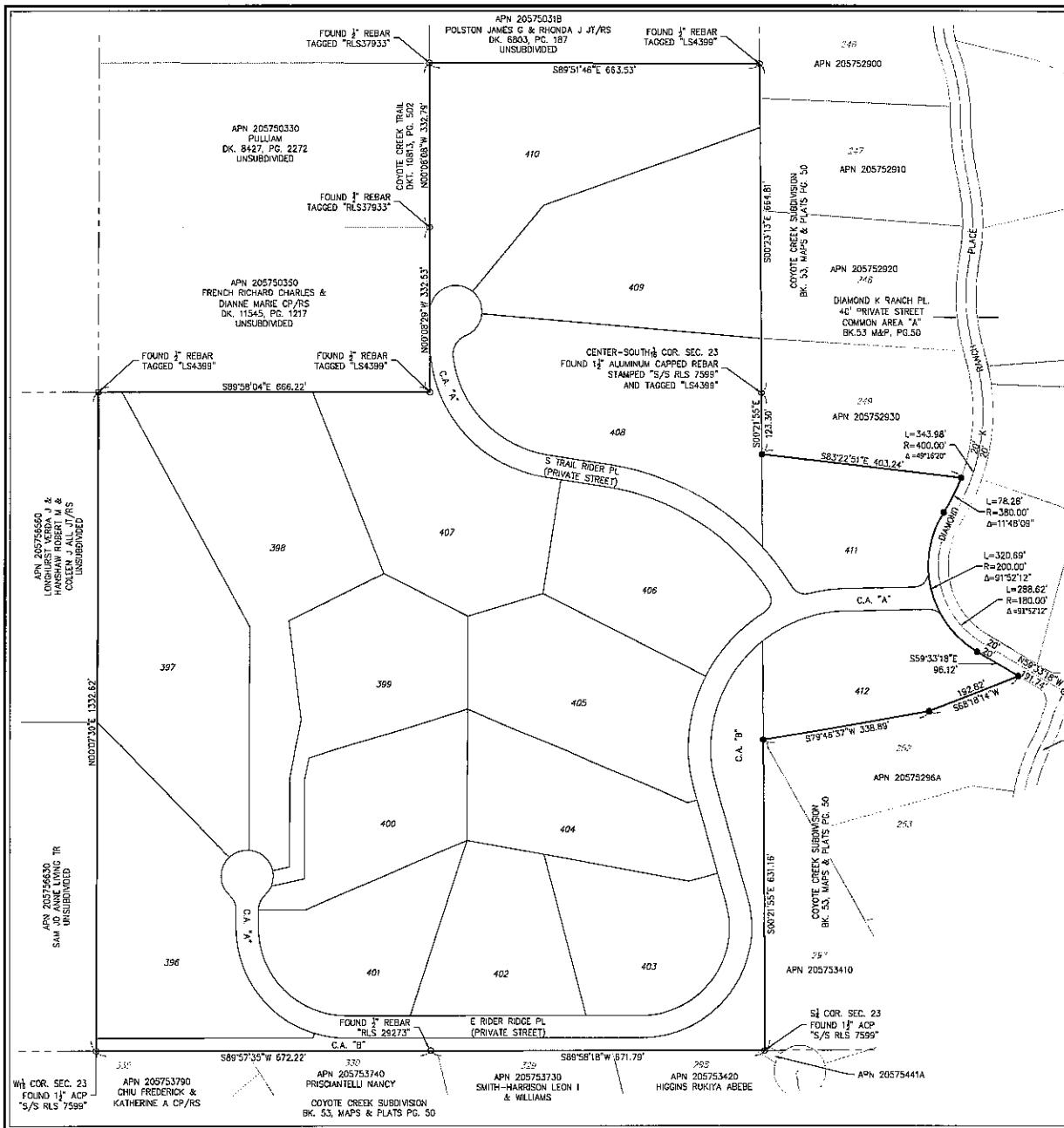
LOCATION MAP
LOCATED IN SECTION 23
TOWNSHIP 15 SOUTH, RANGE 16 EAST, G458M
PIMA COUNTY, ARIZONA
SCALE: 3" = 1 MILE

LEGEND

- EASEMENT LINE
- BOUNDARY LINE
- EXISTING ADJOINING PROPERTY LINE
- LOT LINE
- NATURAL OPEN SPACE LINE
- FLOOD HAZARD LINE
- EROSION HAZARD SETBACK LINE
- SET 1/2" REBAR, TAGGED "S/S 27739" OR AS SHOWN HEREIN
- FOUND MONUMENT AS DESCRIBED
- SET 2" BRASS CAP SURVEY MONUMENT STAMPED "S/S 27739" ON 10.50" OFFSET PERPENDICULAR TO RIGHT-OF-WAY CENTERLINE AS SHOWN HEREIN, EXCEPT CUL-DE-SAC RADIUS POINT WHICH IS AT ACTUAL LOCATION
- AC
- ALUMINUM CAP
- ALUMINUM CAPPED PIPE
- LEAD CAPPED PIPE
- ASSESSOR'S PARCEL NUMBER
- DOCKET
- BOOK
- PAGE
- MAPS AND PLATS
- MONUMENT
- FOUND
- KEYNOTE

REVISION 001
FINAL PLAT
COYOTE CREEK II
LOTS 396-412 AND COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (OPEN SPACE AND RIPARIAN MITIGATION AREA) BEING A RESUBDIVISION OF COYOTE CREEK LOTS 250 & 251 (BK. 53 OF MAPS & PLATS PG. 50) AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, T-15-S, R-16-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PREP: 7/28/2021
DATE: 8/15/2023
SCALE: HORIZ 1" = 150'
VERT 1" = 1/4"



OPEN SPACE (SET-ASIDE) & LOT GRADING SUMMARY CHART

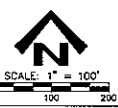
LOT#	LOT AREA SQ.FT.	BOX SET-ASIDE PER LOT SQ.FT.	MAXIMUM GRADED AREA PER LOT SQ.FT.
396	147092.76	128364.30	18728.46
397	189820.18	168488.43	21331.75
398	192830.90	174129.04	18701.86
399	106594.51	96842.67	19751.84
400	98411.47	79684.47	18727.00
401	85477.83	63867.16	21580.67
402	86680.53	69075.48	17585.05
403	89325.35	68810.82	19514.53
404	101346.75	83451.63	17895.12
405	123469.42	104845.47	18523.95
406	109192.56	91666.41	17524.15
407	140430.12	122901.48	17528.64
408	175480.76	156591.19	18889.57
409	161772.79	142651.93	19090.86
410	183748.04	164735.29	19012.75
411	85833.01		*27777.04
412	91388.42		*27297.74
CA A	164651.36		164651.36
CA B	90393.08	90393.08	
TOTAL	2422919.84	1796660.85	449037.56

SURVEY REFERENCES:

- 1) G.L.D. MAP OFFICIALLY FILED 8-19-1895
- 2) P.O.D.O.T. MONUMENT TIES
- 3) PIMA COUNTY ROADWAY ABANDONMENT FOR CAMINO DOROTEA - N.G.A.-98-21 BK.25, PG.40 AND N.G.A.-03-09 BK.25, PG.93
- 4) DOCKETS AND PAGES SHOWN HEREIN
- 5) COYOTE CREEK BK.43, PG.77 AND REFERENCES SHOWN THEREIN

2"BCSM
STAMPED
RLS27730"

CIRCLE D RANCH ROAD
42' WIDE PRIVATE STREET
COMMON AREA "A"
BK.53 M&P, PG. 50



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

REF: P16700017

FINAL PLAT

COYOTE CREEK II

LOTS 396-412 AND COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (OPEN SPACE AND RIPARIAN MITIGATION AREA) BEING A RESUBDIVISION OF COYOTE CREEK LOTS 250 & 251 (BK. 53 OF MAP, PG. 50) AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, T-15-S, R-16-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

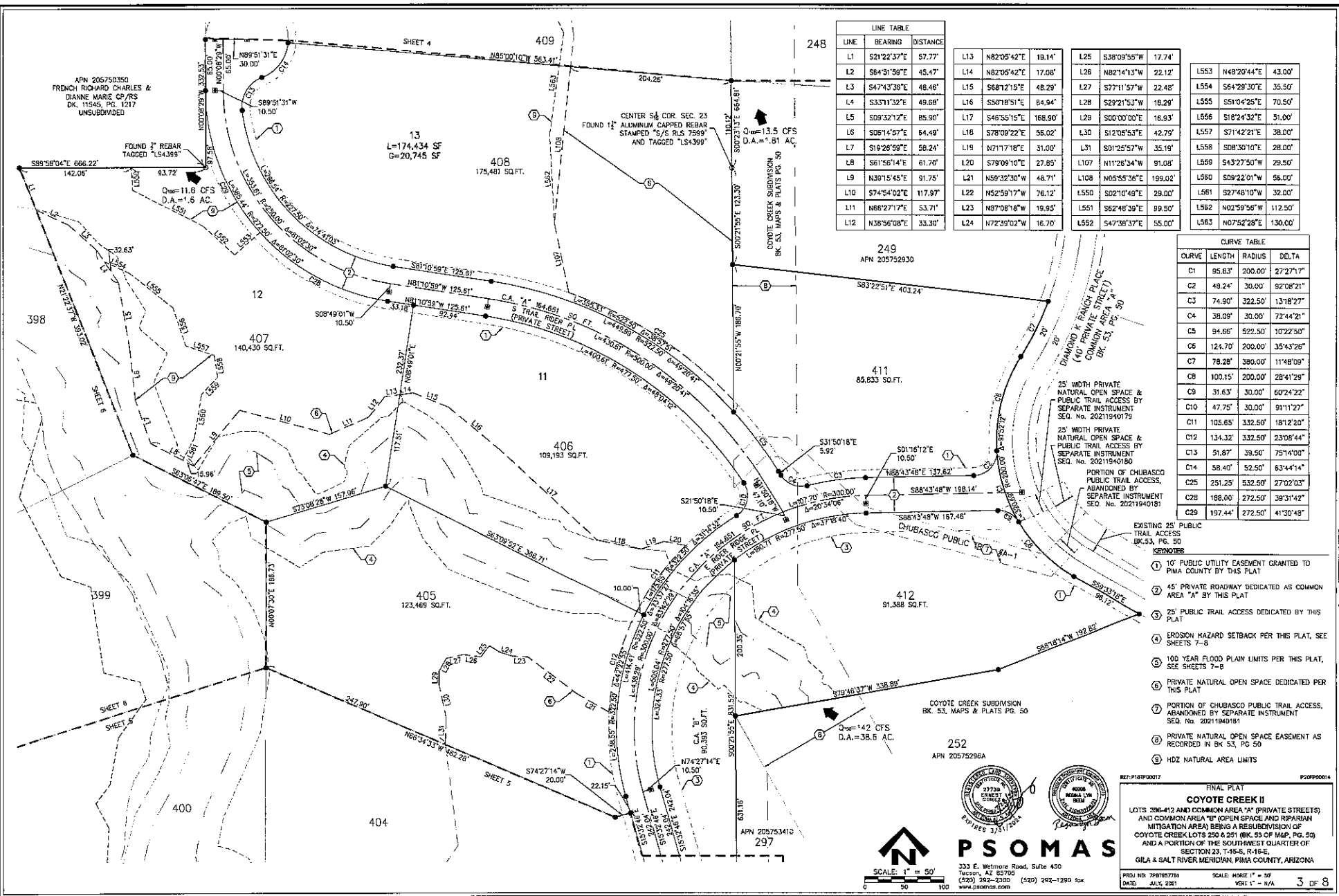
PROJ. NO: 7961837761

DATE: JULY, 2021

SCALE: HORIZ 1" = 100'

VERT 1" = 1/4"

2 of 8



LINE	BEARING	DISTANCE
L1	S21°22'37"E	57.77'
L2	S64°31'59"E	45.47'
L3	S47°43'38"E	48.46'
L4	S33°11'32"E	49.68'
L5	S09°32'12"E	85.90'
L6	S06°14'57"E	64.49'
L7	S19°26'59"E	58.24'
L8	S61°56'14"E	61.70'
L9	N39°15'45"E	91.75'
L10	S74°54'02"E	117.97'
L11	N66°27'17"E	53.71'
L12	N38°56'08"E	33.30'

L13	N82°05'42"E	19.14'
L14	N82°05'42"E	17.06'
L15	S68°12'15"E	48.29'
L16	S50°18'51"E	84.94'
L17	S46°55'15"E	168.90'
L18	S78°09'22"E	56.02'
L19	N71°17'18"E	31.00'
L20	S79°09'10"E	27.85'
L21	N59°32'30"W	48.71'
L22	N52°59'17"W	76.12'
L23	N87°06'18"W	19.95'
L24	N72°39'02"W	16.70'
L25	S38°09'55"W	17.74'
L26	N82°14'13"W	22.12'
L27	S77°11'57"W	22.48'
L28	S29°21'53"W	18.29'
L29	S00°00'00"E	16.93'
L30	S12°05'53"E	42.79'
L31	S01°25'57"W	35.19'
L107	N11°26'34"W	91.08'
L108	N05°55'36"E	199.02'
L550	S02°10'49"E	29.00'
L551	S62°46'39"E	89.50'
L552	S47°38'37"E	55.00'

L553	N48°20'44"E	43.00'
L554	S64°29'30"E	35.50'
L555	S51°04'25"E	70.50'
L556	S18°24'32"E	51.00'
L557	S71°42'21"E	38.00'
L558	S08°30'10"E	28.00'
L559	S43°27'50"W	29.50'
L560	S09°22'01"W	56.00'
L561	S27°48'10"W	32.00'
L562	N02°59'56"W	112.50'
L563	N07°52'28"E	130.00'

CURVE	LENGTH	RADIUS	DELTA
C1	95.63'	200.00'	27°27'17"
C2	49.24'	30.00'	92°08'21"
C3	74.90'	322.50'	13°18'27"
C4	38.05'	30.00'	72°44'21"
C5	94.66'	522.50'	10°22'50"
C6	124.70'	200.00'	35°43'26"
C7	78.28'	390.00'	11°48'09"
C8	100.15'	200.00'	28°41'29"
C9	31.63'	30.00'	60°24'22"
C10	47.75'	30.00'	91°11'27"
C11	105.65'	332.50'	18°12'20"
C12	134.32'	332.50'	23°08'44"
C13	51.87'	39.50'	75°14'00"
C14	58.40'	52.50'	63°44'14"
C25	251.25'	532.50'	27°02'03"
C28	198.00'	272.50'	39°31'42"
C29	197.44'	272.50'	41°30'48"

- EXISTING 25' PUBLIC TRAIL ACCESS BK. 53, PG. 50
- NOTES
- 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
 - 45' PRIVATE ROADWAY DEDICATED AS COMMON AREA "A" BY THIS PLAT
 - 25' PUBLIC TRAIL ACCESS DEDICATED BY THIS PLAT
 - EROSION HAZARD SETBACK PER THIS PLAT, SEE SHEETS 7-8
 - 100 YEAR FLOOD PLAIN LIMITS PER THIS PLAT, SEE SHEETS 7-8
 - PRIVATE NATURAL OPEN SPACE DEDICATED PER THIS PLAT
 - PORTION OF CHUBASCOC PUBLIC TRAIL ACCESS, ABANDONED BY SEPARATE INSTRUMENT SEQ. NO. 20211940181
 - PRIVATE NATURAL OPEN SPACE EASEMENT AS RECORDED IN BK. 53, PG. 50
 - HDZ NATURAL AREA LIMITS



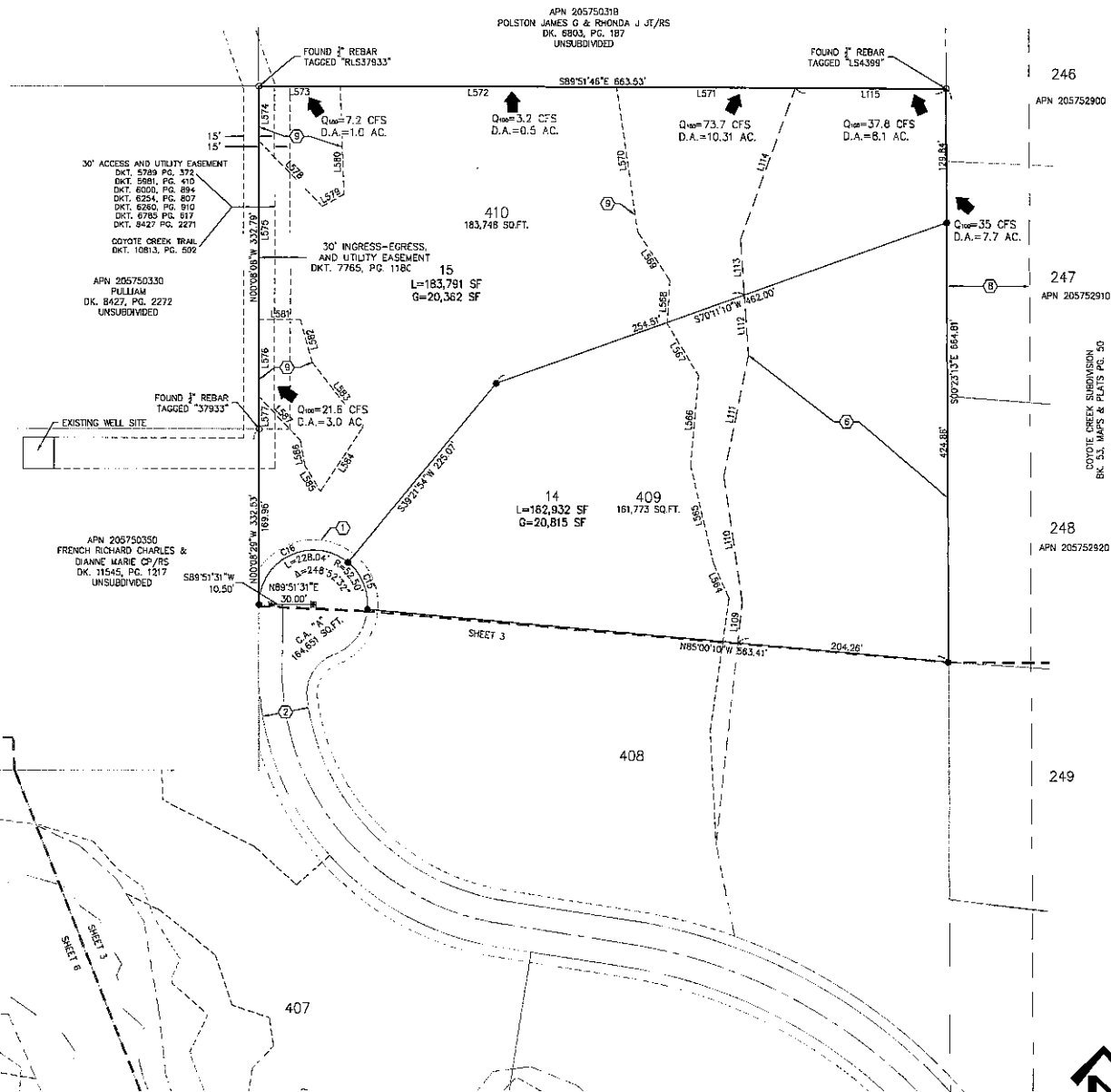
PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85706
(520) 292-2300
www.psomas.com

DATE: JULY 2021

SCALE: HORIZ 1" = 50'
VERT 1" = N/A

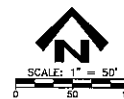
3 OF 8



LINE TABLE			CURVE TABLE			
LINE	BEARING	DISTANCE	CURVE	LENGTH	RADIUS	DELTA
L109	N05°55'36"E	39.77'	C15	50.98'	52.50'	55°37'56"
L110	N08°29'13"W	122.37'	C16	116.67'	52.50'	129°30'22"
L111	N11°15'38"E	120.03'				
L112	N03°59'25"W	58.57'				
L113	N03°58'25"W	53.66'				
L114	N19°38'05"E	156.06'				
L115	S89°51'46"E	145.62'				
L564	N24°31'50"W	36.50'				
L565	N13°16'53"W	97.50'				
L566	N04°57'08"E	87.39'				
L567	N31°02'16"W	58.85'				
L568	N03°13'15"E	42.00'				
L569	N33°49'42"W	53.79'				
L570	N08°21'40"W	142.08'				
L571	N89°32'47"W	172.45'				
L572	N89°51'07"W	267.12'				
L573	N89°51'46"W	78.34'				
L574	S00°08'09"E	53.70'				
L575	S00°07'50"E	172.75'				
L576	S00°08'52"E	74.73'				
L577	S00°07'54"E	31.61'				
L578	S44°05'19"E	86.15'				
L579	N80°31'07"E	24.02'				
L580	N02°12'02"W	105.08'				
L581	N89°53'25"E	40.00'				
L582	S15°24'52"E	43.00'				
L583	S37°47'25"E	80.00'				
L584	S33°08'38"W	74.50'				
L585	N31°18'23"W	28.50'				
L586	N10°40'11"W	25.60'				
L587	N43°04'59"W	58.50'				

KEYNOTES

- 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
- 45' PRIVATE ROADWAY DEDICATED AS COMMON AREA "A" BY THIS PLAT
- PRIVATE NATURAL OPEN SPACE DEDICATED PER THIS PLAT
- 80' PRIVATE NATURAL OPEN SPACE EASEMENT AS RECORDED IN BK 53, PG 60
- HOZ NATURAL AREA LIMITS



SCALE: 1" = 50'



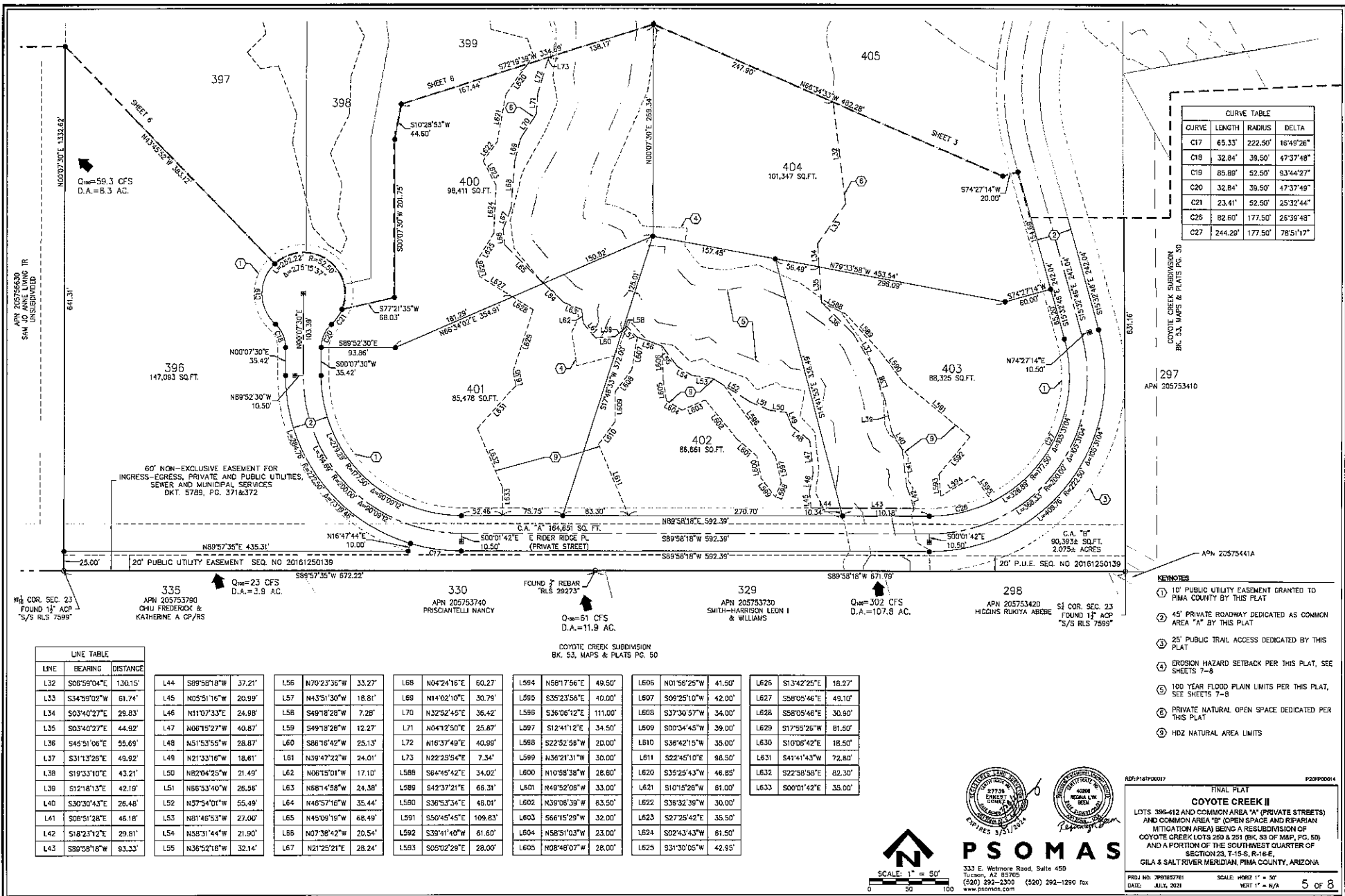
PSOMAS

333 E. Welmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

RET. P18790017

FINAL PLAT
COYOTE CREEK II
LOTS 396-412 AND COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (OPEN SPACE AND RIPARIAN MITIGATION AREA) BEING A RESUBDIVISION OF COYOTE CREEK LOTS 250 & 251 (BK. 53 OF MAP, PG. 50) AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, T-15-S, R-16-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PROJ. NO. 22P18507761
DATE: JULY, 2021
SCALE: HORIZ 1" = 50'
VERT 1" = N/A
4 OF 8



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C17	65.33'	222.50'	16°48'26"
C18	32.84'	38.50'	47°37'48"
C19	85.88'	52.50'	93°44'27"
C20	32.84'	38.50'	47°37'49"
C21	23.41'	52.50'	25°32'44"
C26	82.60'	177.50'	28°39'48"
C27	244.29'	177.50'	78°51'17"

COYOTE CREEK SUBDIVISION
BK. 53, MAPS & PLATS PG. 50

297
APN 205753410

- KEYNOTES
- 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
 - 45' PRIVATE ROADWAY DEDICATED AS COMMON AREA "A" BY THIS PLAT
 - 25' PUBLIC TRAIL ACCESS DEDICATED BY THIS PLAT
 - EROSION HAZARD SETBACK PER THIS PLAT, SEE SHEETS 7-8
 - 100 YEAR FLOOD PLAIN LIMITS PER THIS PLAT, SEE SHEETS 7-8
 - PRIVATE NATURAL OPEN SPACE DEDICATED BY THIS PLAT
 - HDZ NATURAL AREA LIMITS

FINAL PLAT
COYOTE CREEK II
LOTS 396-412 AND COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (OPEN SPACE AND RIPARIAN MITIGATION AREA) BEING A RESUBDIVISION OF COYOTE CREEK LOTS 250 & 251 (BK. 53 OF MAP, PG. 50) AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, T-15-S, R-16-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PROJ. NO: 78955781
DATE: JULY 2021
SCALE: HORIZ 1" = 50'
VERT 1" = 10'
5 OF 8

LINE TABLE		
LINE	BEARING	DISTANCE
L32	S06°59'04"E	130.15'
L33	S34°59'02"W	61.74'
L34	S03°40'27"E	28.83'
L35	S03°40'27"E	44.92'
L36	S45°51'06"E	55.69'
L37	S31°13'26"E	49.92'
L38	S19°33'10"E	43.21'
L39	S12°18'13"E	42.19'
L40	S30°30'43"E	26.48'
L41	S08°51'28"E	46.18'
L42	S18°23'12"E	29.81'
L43	S89°58'18"W	93.33'

L44	S89°58'18"W	37.21'
L45	N05°51'16"W	20.99'
L46	N11°07'33"E	24.98'
L47	N06°15'27"W	40.87'
L48	N51°53'55"W	28.87'
L49	N21°33'16"W	18.81'
L50	N82°04'25"W	21.49'
L51	N68°33'40"W	26.58'
L52	N57°54'01"W	55.49'
L53	N81°46'53"W	27.00'
L54	N58°31'44"W	21.90'
L55	N36°52'18"W	32.14'

L56	N70°23'36"W	33.27'
L57	N43°51'30"W	18.81'
L58	S49°18'28"W	7.28'
L59	S99°18'28"W	12.27'
L60	S86°15'42"W	25.13'
L61	N39°47'22"W	24.01'
L62	N06°15'01"W	17.10'
L63	N68°14'58"W	24.38'
L64	N46°57'16"W	35.44'
L65	N45°09'16"W	68.49'
L66	N07°36'42"W	20.54'
L67	N21°25'21"E	28.24'

L68	N04°24'16"E	60.27'
L69	N14°02'10"E	30.79'
L70	N32°52'45"E	36.42'
L71	N04°12'50"E	25.87'
L72	N16°37'48"E	40.95'
L73	N22°25'54"E	7.34'
L74	S84°45'42"E	34.02'
L75	S42°37'21"E	66.31'
L76	S36°53'34"E	46.01'
L77	S50°45'45"E	109.83'
L78	S39°41'40"W	61.60'
L79	S05°02'29"E	28.00'

L594	N68°17'56"E	49.50'
L595	S35°23'58"E	40.00'
L596	S36°06'12"E	111.00'
L597	S12°41'12"E	34.50'
L598	S22°52'58"W	20.00'
L599	N36°21'31"W	30.00'
L600	N10°58'38"W	28.80'
L601	N49°52'08"W	33.00'
L602	N39°08'39"W	83.50'
L603	S66°15'29"W	32.00'
L604	N58°51'03"W	23.00'
L605	N08°48'07"W	28.00'

L606	N01°56'25"W	41.50'
L607	S08°25'10"W	42.00'
L608	S37°30'57"W	34.00'
L609	S00°34'45"W	39.00'
L610	S36°42'15"W	35.00'
L611	S22°45'10"E	86.50'
L612	S35°25'43"W	46.85'
L613	S10°15'26"W	61.00'
L614	S36°32'39"W	30.00'
L615	S27°25'42"E	35.50'
L616	S02°43'43"W	61.50'
L617	S31°30'05"W	42.95'

L626	S13°42'25"E	18.27'
L627	S58°05'46"E	49.10'
L628	S58°05'46"E	30.80'
L629	S17°55'29"W	81.50'
L630	S10°06'42"E	18.50'
L631	S41°41'43"W	72.80'
L632	S22°38'58"E	82.30'
L633	S00°01'42"E	35.00'



SCALE: 1" = 50'
0 50 100

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1990 fax
www.psomas.com

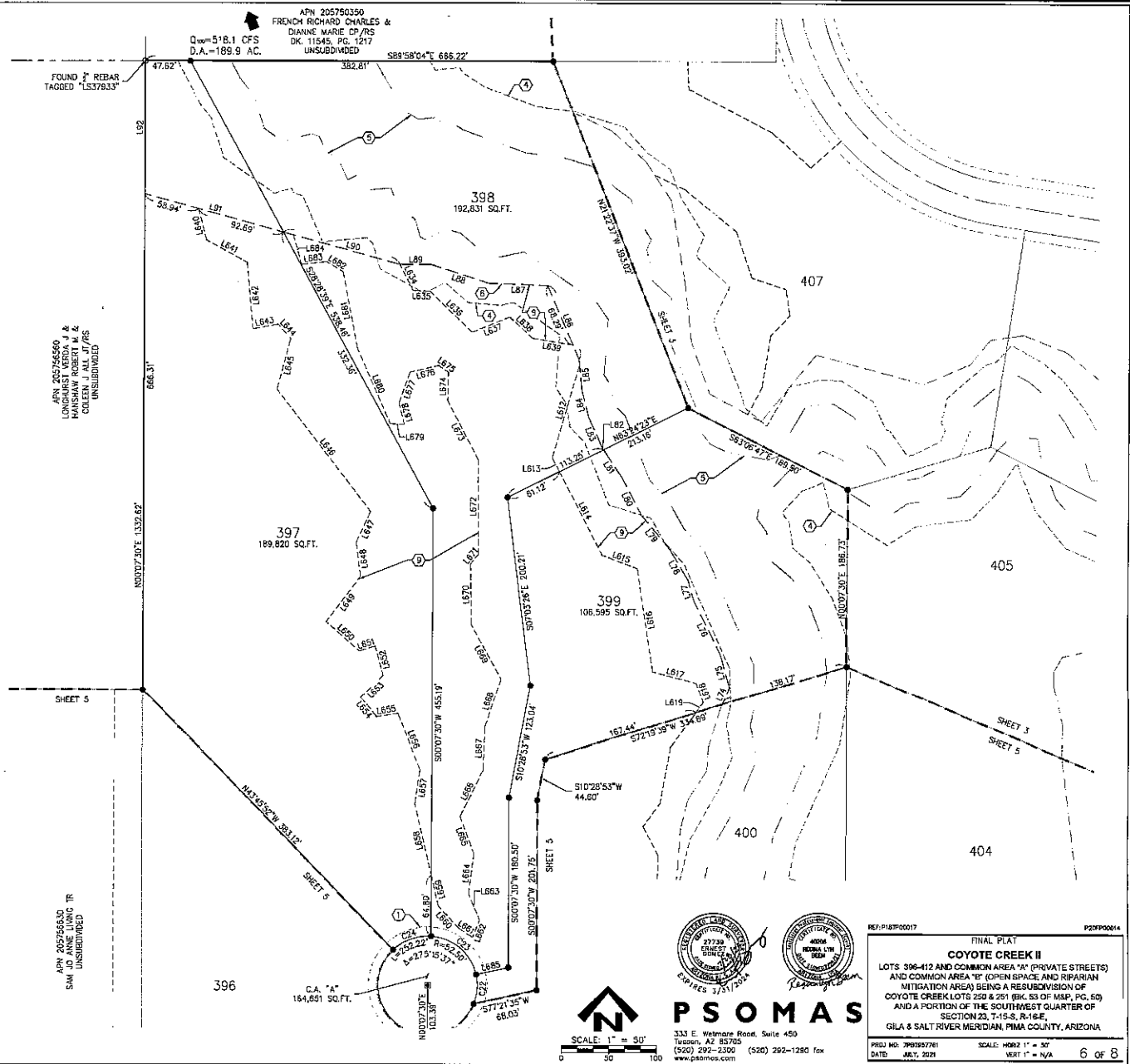
LINE	BEARING	DISTANCE
L74	N22°25'54"E	20.08'
L75	N15°01'14"W	36.75'
L76	N28°13'53"W	64.47'
L77	N16°02'54"W	22.21'
L78	N31°29'54"W	37.35'
L79	N40°08'05"W	46.88'
L80	N27°25'26"W	42.63'
L81	N33°26'38"W	37.05'
L82	N33°28'38"W	2.34'
L83	N24°02'57"W	36.48'
L84	N14°00'22"W	28.63'
L85	N05°14'39"W	32.91'
L86	N23°01'10"W	85.15'
L87	N88°04'28"W	62.15'
L88	N72°01'35"W	63.50'
L89	N89°49'18"W	33.68'
L90	N74°37'27"W	127.46'
L91	N74°37'27"W	151.63'
L92	N00°07'30"E	140.98'
L612	S16°08'14"W	103.00'
L613	S27°23'24"E	16.48'
L614	S27°23'24"E	98.51'
L615	S69°29'15"E	40.00'
L616	S08°31'44"E	110.50'
L617	S75°22'40"E	47.50'
L618	S19°33'41"E	23.00'
L619	S35°25'43"W	13.15'
L634	S27°06'48"E	31.00'
L635	S88°38'28"E	17.50'
L636	S45°48'28"E	62.50'
L637	N67°49'17"E	43.00'
L638	S46°49'03"E	32.50'
L639	S80°38'51"E	43.50'
L640	S14°02'36"E	34.00'
L641	S61°27'06"E	45.00'
L642	S05°04'42"E	71.00'
L643	N79°00'07"E	27.00'
L644	S41°28'03"E	20.00'
L645	S14°50'10"W	56.00'
L646	S37°23'49"E	162.80'
L647	S24°46'26"W	35.50'
L648	S07°01'01"E	36.00'
L649	S37°05'19"W	60.00'

L650	S48°34'12"E	47.00'
L651	N72°36'04"E	17.50'
L652	S15°14'30"E	32.30'
L653	S44°04'50"W	34.00'
L654	S38°56'08"E	26.50'
L655	N81°09'13"E	23.00'
L656	S20°59'26"E	65.00'
L657	S08°26'45"W	36.50'
L658	S13°07'41"E	77.58'
L659	S13°07'41"E	33.42'
L660	S41°53'15"E	31.00'
L661	S56°28'09"E	18.60'
L662	N20°46'31"E	20.00'
L663	N22°27'28"W	30.00'
L664	N07°21'08"E	42.50'
L665	N20°15'44"W	42.00'
L666	N25°54'58"E	55.00'
L667	N02°11'05"E	46.50'
L668	N18°00'27"E	55.00'
L669	N28°25'12"W	66.00'
L670	N00°44'08"W	64.00'
L671	N39°02'34"E	13.00'
L672	N00°25'12"W	100.00'
L673	N27°23'26"W	70.00'
L674	N01°21'57"E	30.00'
L675	N54°13'01"W	12.50'
L676	S76°50'21"W	31.00'
L677	S19°43'38"W	35.00'
L678	S14°24'38"E	23.50'
L679	N87°12'59"W	15.00'
L680	N23°26'14"W	67.00'
L681	N10°42'31"W	82.80'
L682	N58°53'16"W	20.50'
L683	S83°15'52"W	26.50'
L684	N15°19'57"W	32.00'
L685	S77°21'35"W	34.85'

CURVE	LENGTH	RADIUS	DELTA
C22	31.93'	52.50'	34°51'00"
C23	67.37'	52.50'	73°31'18"
C24	43.62'	52.50'	47°36'09"

REMARKS

- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT
- ② EROSION HAZARD SETBACK PER THIS PLAT, SEE SHEETS 7-8
- ③ 100 YEAR FLOOD PLAIN LIMITS PER THIS PLAT, SEE SHEETS 7-8
- ④ PRIVATE NATURAL OPEN SPACE DEDICATED PER THIS PLAT
- ⑤ HDZ NATURAL AREA LIMITS

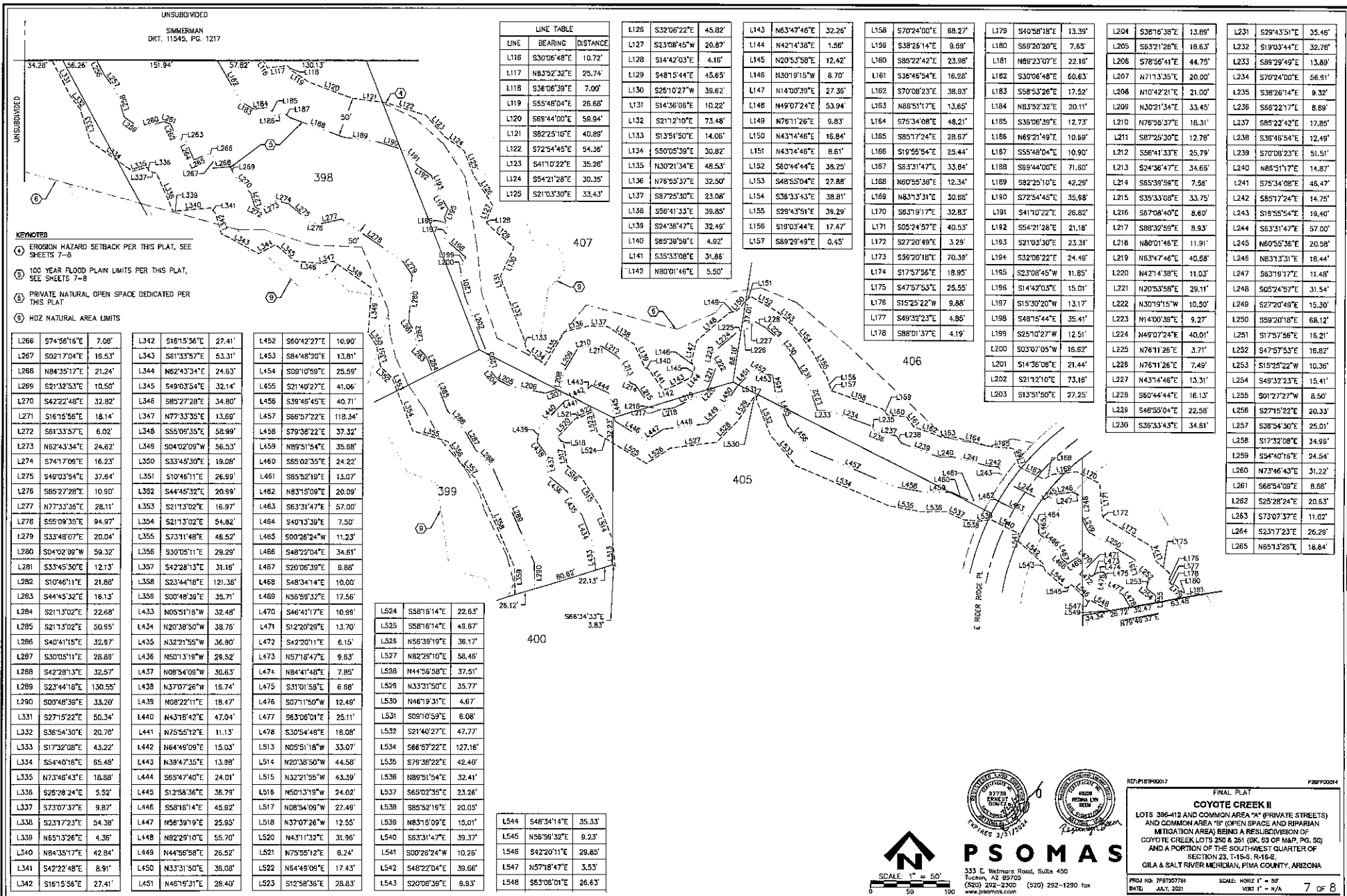


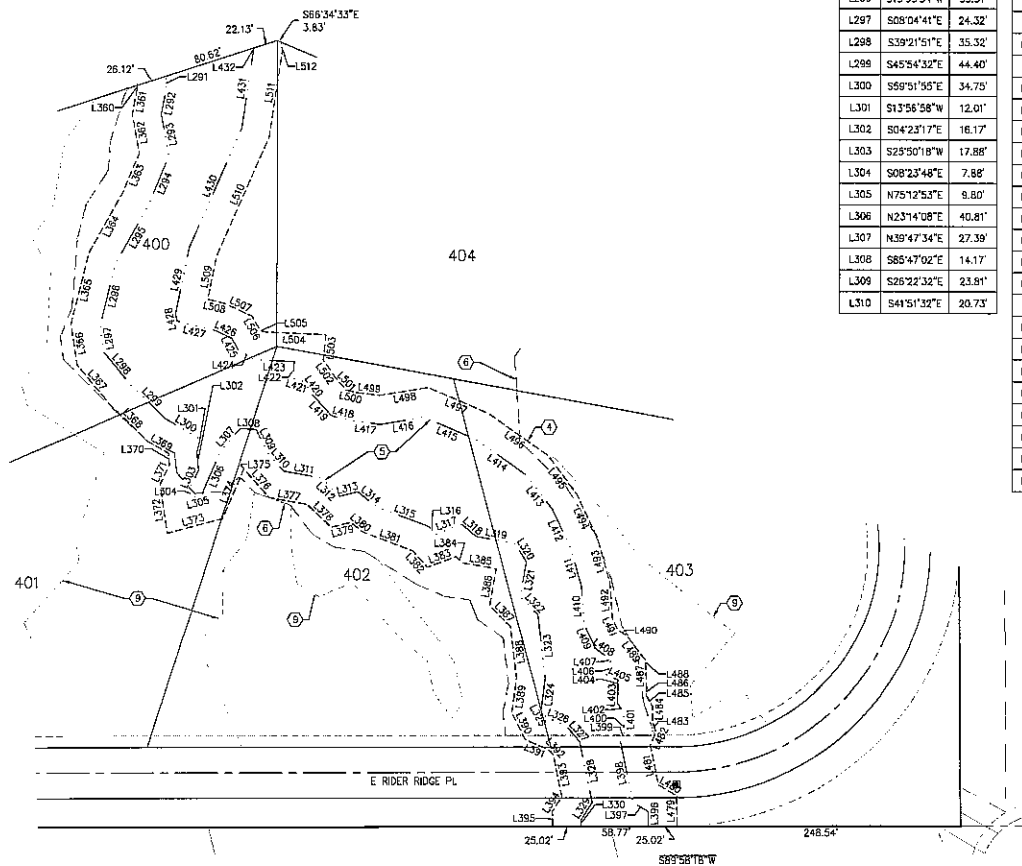
PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1280 fax
www.psomas.com

REF: P18700017 FINAL PLAT
COYOTE CREEK II
 LOTS 396-412 AND COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (OPEN SPACE AND RIPARIAN MITIGATION AREA) BEING A RESUBDIVISION OF COYOTE CREEK LOTS 250 & 251 (BKC 93 OF MAP, PG. 50) AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, T-15-S, R-16-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PREP NO: 795987761 SCALE: HORIZ 1" = 30'
 DATE: JUL 7, 2024 VERT 1" = N/A 6 OF 8





LINE TABLE		
LINE	BEARING	DISTANCE
L291	S00°48'30"E	12.45'
L292	S11°09'03"W	21.13'
L293	S09°56'48"E	38.16'
L294	S22°45'59"W	46.05'
L295	S29°08'40"W	59.80'
L296	S13°53'54"W	55.51'
L297	S08°04'41"E	24.32'
L298	S39°21'51"E	35.32'
L299	S45°54'32"E	44.40'
L300	S59°51'55"E	34.75'
L301	S13°58'58"W	12.01'
L302	S04°23'17"E	16.17'
L303	S29°50'18"W	17.88'
L304	S08°23'48"E	7.88'
L305	N75°12'53"E	9.80'
L306	N23°14'08"E	40.81'
L307	N39°47'34"E	27.39'
L308	S65°47'02"E	14.17'
L309	S26°22'32"E	23.81'
L310	S41°51'32"E	29.73'

L311	S79°57'17"E	33.03'
L312	S45°36'14"E	22.94'
L313	N76°29'26"E	16.30'
L314	S51°26'11"E	21.67'
L315	S69°12'28"E	48.45'
L316	S42°13'28"E	8.85'
L317	N69°49'57"E	24.60'
L318	S48°54'49"E	16.22'
L319	S80°20'16"E	34.45'
L320	S31°38'52"E	19.54'
L321	S09°59'15"W	30.97'
L322	S43°23'43"E	22.37'
L323	S08°29'42"E	58.62'
L324	S07°50'32"W	29.87'
L325	S27°22'02"E	9.25'
L326	S66°32'02"E	18.86'
L327	S41°44'59"E	18.25'
L328	S11°35'00"E	55.01'
L329	S33°05'10"W	17.81'
L330	S02°28'12"E	5.95'
L331	S00°48'39"E	2.25'
L332	S11°08'03"W	23.17'
L333	S09°55'48"E	35.48'
L334	S22°45'59"W	37.36'
L335	S29°08'40"W	61.75'
L336	S13°53'54"W	63.71'
L337	S08°04'41"E	36.18'
L338	S39°21'51"E	43.75'
L339	S45°54'32"E	48.89'
L340	S59°51'55"E	20.08'

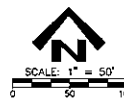
L341	S04°23'17"E	10.27'
L342	S25°50'18"W	18.82'
L343	S08°23'48"E	43.53'
L344	N75°12'53"E	49.94'
L345	N23°14'08"E	47.81'
L346	S26°22'32"E	0.95'
L347	S41°51'32"E	32.76'
L348	S79°57'17"E	33.94'
L349	S45°36'14"E	29.05'
L350	N76°29'26"E	17.92'
L351	S51°26'11"E	13.37'
L352	S69°12'28"E	46.37'
L353	S42°13'28"E	18.70'
L354	N69°49'57"E	26.64'
L355	S48°54'49"E	8.46'
L356	S80°20'16"E	29.33'
L357	S09°59'15"W	33.07'
L358	S43°23'43"E	26.60'
L359	S06°29'42"E	47.14'
L360	S07°50'32"W	30.66'
L361	S27°22'02"E	26.08'
L362	S66°32'02"E	22.26'
L363	S41°44'59"E	6.02'
L364	S11°35'00"E	38.00'
L365	S33°05'10"W	15.55'
L366	S02°28'12"E	12.80'
L367	N00°45'59"W	12.77'
L368	N38°53'30"W	15.67'
L369	N11°35'00"W	55.01'
L370	N24°49'54"E	10.58'

L400	N16°32'26"W	4.67'
L401	N00°28'49"E	10.00'
L402	N30°19'36"W	11.94'
L403	N03°34'46"E	12.22'
L404	N02°17'17"W	7.34'
L405	N6°43'51"W	12.02'
L406	N30°55'12"E	11.43'
L407	N37°40'01"W	8.50'
L408	N56°05'15"W	11.51'
L409	N23°47'30"W	24.08'
L410	N03°56'36"W	34.20'
L411	N15°56'14"W	35.81'
L412	N24°55'26"W	37.43'
L413	N36°37'34"W	35.94'
L414	N54°41'15"W	56.79'
L415	N66°43'28"W	48.20'
L416	S60°43'28"W	39.36'
L417	N82°51'07"W	24.49'
L418	N76°26'17"W	18.78'
L419	N43°05'22"W	21.45'
L420	N35°11'36"W	17.70'
L421	N71°49'52"W	9.74'
L422	N06°00'32"E	14.26'
L423	N87°24'12"W	35.03'
L424	N58°19'27"W	16.70'
L425	N29°17'48"W	11.97'
L426	N64°53'18"W	18.27'
L427	N76°15'58"W	34.09'
L428	N11°44'49"W	6.33'
L429	N11°33'01"E	59.40'

L430	N23°40'27"E	114.78'
L431	N08°39'49"E	89.77'
L432	N05°51'18"W	1.76'
L433	N00°45'59"W	26.96'
L434	N58°53'30"W	18.61'
L435	N11°35'00"W	35.84'
L436	N24°49'54"E	11.80'
L437	N16°32'26"W	10.37'
L438	N00°28'49"E	13.15'
L439	N30°19'36"W	11.20'
L440	N03°34'46"E	5.88'
L441	N02°17'17"W	23.01'
L442	N30°55'12"E	1.61'
L443	N37°40'01"W	29.60'
L444	N56°05'15"W	8.32'
L445	N23°47'30"W	12.48'
L446	N03°56'36"W	32.45'
L447	N15°56'14"W	40.40'
L448	N24°55'26"W	41.96'
L449	N36°37'34"W	42.47'
L450	N54°41'15"W	63.40'
L451	N66°43'28"W	58.14'
L452	S60°43'28"W	43.05'
L453	N82°51'07"W	19.48'
L454	N76°26'17"W	9.89'
L455	N43°05'22"W	12.25'
L456	N35°11'36"W	21.03'
L457	N06°00'32"E	22.60'
L458	N87°24'12"W	55.08'
L459	N58°19'27"W	3.74'
L460	N29°17'48"W	13.53'
L461	N64°53'18"W	25.79'
L462	N76°15'58"W	15.02'
L463	N11°33'01"E	38.40'
L464	N23°40'27"E	115.42'
L465	N08°39'49"E	76.25'
L466	N05°51'18"W	7.60'

KEYNOTES

- ④ EROSION HAZARD SETBACK PER THIS PLAT, SEE SHEETS 7-8
- ⑤ 100 YEAR FLOOD PLAIN LIMITS PER THIS PLAT, SEE SHEETS 7-8
- ⑥ PRIVATE NATURAL OPEN SPACE DEDICATED PER THIS PLAT
- ⑦ HOZ NATURAL AREA LIMITS



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1236 fax
www.psomas.com

RF-P16070007

FINAL PLAT	
COYOTE CREEK II	
LOTS 396-412 AND COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (OPEN SPACE AND RIPARIAN MITIGATION AREA) BEING A RESUBDIVISION OF COYOTE CREEK LOT 250 & 251 (BK. 53 OF MAP, PG. 53) AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, T-16-S, R-16-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA	
PROJECT NO: 7997837761	SCALE: HORIZ. 1" = 30'
DATE: JULY 2021	VERT. 1" = N/A
8 OF 8	

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS** (Third Party Trust)
P20FP00014

THIS AGREEMENT is made and entered into by and between Coyote Creek Development, LLC, an Arizona limited liability company, Ronald Noseck and Denise Noseck, husband and wife, Raymond Noseck an unmarried man and Michael Davis, an unmarried man or successors in interest ("Subdivider"), TITLE SECURITY AGENCY, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 202044R & 202047R; 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 Lots 396-412 and Common Areas "A" (Private Streets) and "B" (Open Space & Riparian Mitigation Area) being a Re-subdivision of Coyote Creek lots 250 & 251 in book 53 at page 50 and a portion of the SW 1/4 of Section 23 Township 15S, Range 16E recorded in Sequence number _____ on the _____ day of _____, 2021, 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 _____, 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Coyote Creek Development, LLC,
an Arizona limited liability company

Chair, Board of Supervisors

By: *Peter Backus*

Its: *Managing Partner*

Ronald Noseck and Denise Noseck

Raymond Noseck

ATTEST:

Clerk of the Board

Michael Davis

Michael Davis

TRUSTEE: Title Security Agency, LLC a
Delawaer limited liability company , as Trustee
under Trust No 202044R and 202047R, and not
in its corporate capacity

By: _____

Its: Trust Officer

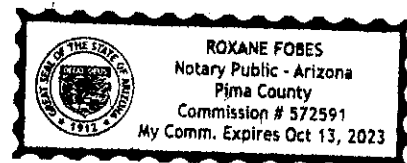
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 29th day of June, 2021, by ~~Ronald Noseck & Denise Noseck and Raymond Noseck and Michael Davis and Peter Backus~~ ("Subdivider"),

My Commission Expires:

10-13-2023

Roxane Forbes
Notary Public



2.17. *Effective Date.* This Agreement is effective on the _____ day of _____, 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Coyote Creek Development, LLC,
an Arizona limited liability company

Chairman, Board of Supervisors

By: *John C. Brooks*

Its: *Managing Partner*

Ronald Noseck and Denise Noseck

ATTEST:

Ronald Noseck
Denise H. Noseck

Raymond Noseck

Clerk of the Board

Raymond Noseck

Michael Davis

Michael A. Davis

TRUSTEE: Title Security Agency, LLC a
Delaware limited liability company, as Trustee
under Trust No 202044R and 202047R, and not
in its corporate capacity

By: _____

Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

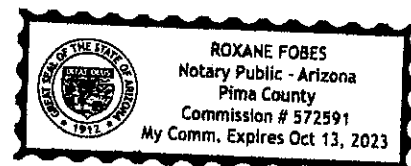
The foregoing instrument was acknowledged before me this *8th* day of
March, 2021, by Ronald Noseck and Denise Noseck and Raymond Noseck and
Michael Davis of Coyote Creek Development LLC
____ ("Subdivider"),

Roxane Forbes
Notary Public

My Commission Expires:

10-13-2023

STATE OF ARIZONA)
County of Pima)



2.17. *Effective Date.* This Agreement is effective on the 8 day of March, 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Coyote Creek Development, LLC,
an Arizona limited liability company

Chairman, Board of Supervisors

By: _____

Its: _____

Ronald Noseck and Denise Noseck

ATTEST:

Ronald Noseck
Denise H. Noseck

Raymond Noseck

Clerk of the Board

Raymond Noseck

Michael Davis

Michael A. Davis

TRUSTEE: Title Security Agency, LLC a
Delaware limited liability company, as Trustee
under Trust No 202044R and 202047R, and not
in its corporate capacity

By: [Signature]

Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

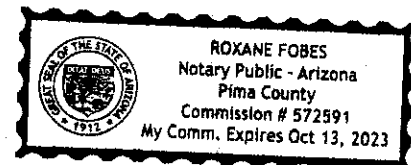
The foregoing instrument was acknowledged before me this 8th day of March, 2021, by Ronald Noseck and Denise Noseck and Raymond Noseck and Michael Davis of Coyote Creek Development LLC
____ ("Subdivider"),

Roxane Fobes
Notary Public

My Commission Expires:

10-13-2023

STATE OF ARIZONA)
County of Pima)



The foregoing instrument was acknowledged before me this 11 day of March, 2021, by Jeffrey R. [Signature] Trust Officer of

Title Security Agency, LLC ("Trustee"),

a Delaware limited liability company, on behalf of the limited liability company, as trustee under trust number 202044R 202047R.

[Signature]

Notary Public

My Commission Expires:

2-27-2024

