

COB - BOSAIR FORM

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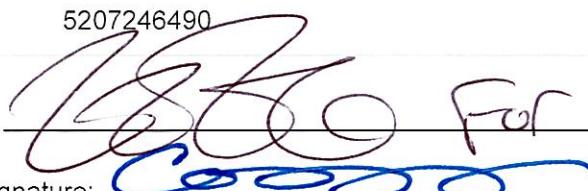


BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

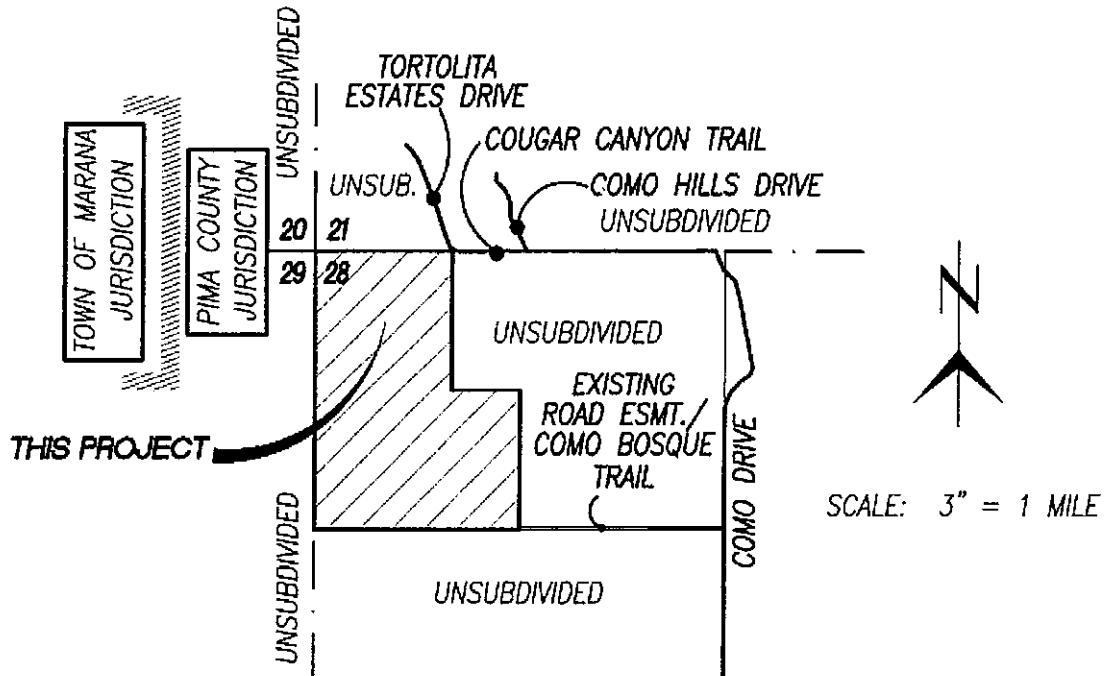
Award Type:	Agenda Item
Is a Board Meeting Date Requested?	Yes
Requested Board Meeting Date:	01/20/2026
Project Title / Description:	P18FP00020 - A FINAL PLAT FOR SAGUARO RIDGE ESTATES, LOTS 1- 26 AND COMMON AREAS (A, B, C).

Agenda Item Report

Introduction / Background:	FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY SUBDIVIDED PROPERTY.
Discussion:	NA
Conclusion:	NA
Recommendation:	STAFF RECOMMENDS APPROVAL
Fiscal Impact:	NA
Support of Prosperity Initiative:	1. Increase Housing Mobility and Opportunity
Provide information that explains how this activity supports the selected Prosperity Initiative	BY APPROVING THIS PLAT, THIS PROVIDES AN ADDITIONAL 26 UNITS OF HOUSING WITHIN PIMA COUNTY.
Board of Supervisor District:	• 1
Department:	DEVELOPMENT SERVICES
Name:	Thomas Drzazgowski
Telephone:	5207246490
Department Director Signature:	
Deputy County Administrator Signature:	

County Administrator Signature: 

Date: 1/5/2024



LOCATION PLAN

A PORTION OF SECTION 28, T11S, R13E,
G&SRM, PIMA COUNTY, ARIZONA

P18FP00020

SAGUARO RIDGE ESTATES

LOTS 1 THROUGH 26, COMMON AREA "A, B, C".

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 CONFER TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HERON

WS, THE UNDERSIGNED, DO HEREBY HEARLY MANNERLY PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS, ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OR USE POTENTIAL ON THIS PLAT NOW AND IN THE FUTURE BY REASONS OF FLOODING, FLOWAGE, HYDROIC, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

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

COMMON AREA "A" (PRIVATE STREETS), "B" (NATURAL OPEN SPACE) AND "C" (FUNCTIONAL OPEN SPACE/MITIGATION AREA) AND ALL PRIVATE EASEMENTS, AS SHOWN HERON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

RIGHT TO THE LAND IN COMMON AREA "A" (PRIVATE STREETS), "B" (NATURAL OPEN SPACE) AND "C" (FUNCTIONAL OPEN SPACE/MITIGATION), SHALL BE HELD IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY GOVERNANCE, CONDITIONS AND RESTRICTIONS RECORDED IN SECTION NO.

IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR COMMON AREA "A" (PRIVATE STREETS), "B" (NATURAL OPEN SPACE) AND "C" (FUNCTIONAL OPEN SPACE/MITIGATION), AND ALL PRIVATE EASEMENTS, WITHIN THIS SUBDIVISION.

STEWART TILL & TRUST OF TUCSON
AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER 3652, AND NOT IN ITS CORPORATE CAPACITY

Edgar A. Aguayo
TRUST RECORDER

BENEFICIARY

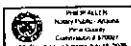
MICHAEL J. AGUAYO AND SALLY AGUAYO, ET AL
1851 N. SWAY ROAD, SUITE 204
TUCSON, AZ 85712

ACKNOWLEDGEMENT

STATE OF ARIZONA | 55
COUNTY OF PIMA
ON THIS 16 DAY OF December, 2022, I, JOHN
M. MUSSENBERG, ERIK Z. ZWICK, AND
ACKNOWLEDGED HIMSELF/HIMSELF TO BE Joint Cofiduciant OF
STEWART TILL & TRUST OF TUCSON, AN ARIZONA CORPORATION, AS TRUSTEE
UNDER TRUST NUMBER 3652 AND NOT IN ITS CORPORATE CAPACITY, AND
ACKNOWLEDGED THAT IN SO DOING, HE IS THE Joint Cofiduciant,
HEING AUTHORIZED TO DO SO, EXECUTED THE FOLLOING INSTRUMENT FOR THE
PURPOSE(S) THEREIN CONTAINED, IN WITNESS WHEREOF, I HEREBY SET MY
NAME AND OFFICIAL SEAL.

John M. Mussenberg
NOTARY PUBLIC

My Commission Expires: July 19, 2025



RIPARIAN HABITAT CALCULATIONS

TOTAL AMOUNT OF "RA" AC. RIPARIAN HABITAT ON SITE
AMOUNT OF "RA" AC. RIPARIAN HABITAT DISTURBED ON-SITE.
PERCENTAGE OF DISTURBED "RA" AC. RIPARIAN HABITAT

SEE COMMON AREA "C" FOR ADJACENT HABITAT MITIGATION AREA

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 99.6 ACRES
2. THE BOUNDARY OF HEADING FOR THIS SUBDIVISION IS THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 11, SOUTH, RANGE 13, EAST, GILA AND SALT RIVER MERRION, PIMA COUNTY, ARIZONA. SAID BOUNDARY BEING SOUTH 054°48' 45" WEST, AS SHOWN HERON.
3. TOTAL MILES OF NEW PUBLIC STREETS IS -0-
4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.0
5. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY BY TUCSON WATER
6. NATURAL RESOURCES PARKS AND RECREATION IN-LIEU FEE OF \$69,134.00 SHALL BE PAID AT THE TIME THE 20TH LOT FOR THE SUBDIVISION ASSURANCES IS RELEASED.

PERMITTING NOTES

1. THERE WILL BE NO FURTHER SUBDIVISION OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
2. EXISTING ZONING FOR LOTS 1 - 9 IS R1-20, CONDITIONAL ZONING FOR LOTS 10-26 IS SP-2, SEE ALSO REZONING CONDITIONS, THIS SHEET.
3. GROSS DENSITY IS 0.27 AC.
4. SEWER DISPOSAL FOR LOTS 1 - 26 WILL BE PRIVATE ON-SITE DISPOSAL SYSTEMS. SYSTEM LOTS 5-12 MAY REQUIRE ALTERNATIVE SYSTEMS, WHICH MUST BE DESIGNED BY AN ENGINEER REGISTERED IN ARIZONA.
5. PER SUBDIVISION AND DEVELOPMENT STREET STANDARDS MODIFICATION, AS APPROVED ON 2/2/09, THE FOLLOWING NOTES ARE PROVIDED:
 - ALL WEATHER ACCESS, AS DEFINED BY THE PIMA COUNTY FLOODPLAIN AND EROSION HAZARD MANAGEMENT ORDINANCE, IS NOT PROVIDED TO PARCELS WITHIN THIS SUBDIVISION, AND THE ACCESS ROAD IS SUSCEPTIBLE TO FLOOR DEPTH WELL IN EXCESS OF 12' FOOT DURING MAJOR FLOOD EVENTS.
 - THE ACCESS ROAD FROM COMO DRIVE TO THE SUBDIVISION IS NOT A COUNTY MAINTAINED ROAD.
6. LOTS 1, 2, 3, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20 AND 21 ARE IMPACTED BY REGULATORY FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS. DEVELOPMENT OF THESE LOTS REQUIRES FLOOD CONTROL DISTRICT REVIEW AND APPROVAL PRIOR TO ISSUANCE OF ANY PERMITS.
7. THIS PROJECT IS SUBJECT TO THE FZ HAZARD OVERLAY ZONE.
8. DETENTION/RETENTION REQUIREMENTS FOR THIS PROJECT HAVE BEEN MAINTAINED BY THE PIMA COUNTY FLOOD CONTROL DISTRICT. THE OWNER WILL PAY A FEE IN LIEU INSTEAD OF FLOODPLAIN DRAINAGE/RETENTION FACILITIES.
9. NATURAL OPEN SPACE AREAS ARE DESIGNATED/FORMERLY KNOWN AS "C.O.S. AREA" WITHIN LOTS 1 - 3 AND AS PROVIDED BY COMMON AREA "C" WITHIN LOTS 10-26.
10. RELOCATED RIPARIAN HABITAT (RH) AS DEFINED ON THE 2008 RIPARIAN CLASSIFICATION MAPS, AS SHOWN ON THIS PLAT, IS SUBJECT TO PROTECTION NO. 2010-FC2, TITLE 16 OF THE PIMA COUNTY CODE. THE RIPARIAN MITIGATION AREA IS CONTAINED WITHIN COMMON AREA "C" (FUNCTIONAL OPEN SPACE/MITIGATION AREA).

REZONING CONDITIONS (LOTS 10-26)

THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS HEADING CONDITIONS FOUND IN CASE NUMBER 169-01-21 AS APPROVED ON MAY 5, 2009 EXPIRED ON JULY 7, 2015 AND AMENDED ON 11/12/2024. THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS (OR LOTS 10-26 ONLY):

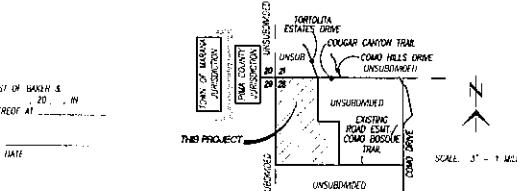
1. OFF-SITE IMPROVEMENTS SHALL BE REQUIRED FOR THE ACCESS BETWEEN THE REZONING SUBJECT PROPERTY AND COMO DRIVE AS DETERMINED NECESSARY BY THE DEPARTMENT OF TRANSPORTATION (SWAN) AS STREET NAME, NUMBER, ALIGNMENT AND GRADE.
2. OFF-SITE IMPROVEMENTS SHALL BE PROVIDED TO PROVIDE ALL WEATHER ACCESS TO THE SUBJECT LOT ALONG STREET A, AS SHOWN ON THE PRE-EXISTING DEVELOPMENT PLAN, BEFORE APPROVAL OF A SUBDIVISION PLAN AND/OR DEVELOPMENT PLAN, AS DETERMINED NECESSARY AND APPROVED BY THE DEPARTMENT OF TRANSPORTATION (SWAN).
3. THE OWNER OF THE SUBJECT LOT SHALL SECURE APPROVAL FROM THE PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY TO USE ON-SITE SEWAGE DISPOSAL SYSTEMS WITHIN THE REZONING AREA AT THE TIME A TENTATIVE PLAT, DEVELOPMENT PLAN OR REQUEST FOR BUILDING PERMIT IS SUBMITTED FOR REVIEW.
4. TOTAL CRAGGING FOR THE REZONING SITE SHALL NOT EXCEED 492,230 SQUARE FEET. MAXIMUM CRAGGING LIMITS FOR INDIVIDUAL LOTS SHALL BE DETERMINED AT THE TIME OF PLAT. THE PLAT SHALL IDENTIFY ALL CRAGGING LOTS AND THOSE LOTS WHICH DO NOT REQUIRE CRAGGING ARE 32' ASIDE AND MEASURED FROM CARBON AS NATURAL OPEN SPACE.
5. WALLS OR FENCES SHALL NOT BE ALLOWED ALONG THE PERIMETER OF ANY LOT OR ON THE PERIMETER OF THE SUBJECT PROPERTY, EXCEPT FOR MAIL BOXES AND GATES. MAIL BOXES AND GATES SHALL NOT BE ALLOWED AND FENCES MAY BE ERICED WITHIN THE MAXIMUM CRAGGING AREA FOR EACH LOT ESTABLISHED BY THE SUBDIVISION. WALLS SHALL NOT BE LOCATED WITHIN NATURAL OPEN SPACE DESIGNATED ON EACH INDIVIDUAL LOT, EXCEPT FOR THE ERICING OF A MAIL BOX OR GATE ON THE LOT. EACH HOUSE SHALL BE BUILT WITH A GATEWAY STAY UNIT.

RECORDING DATA

STATE OF ARIZONA | 55
COUNTY OF PIMA

THIS INSTRUMENT WAS FILED FOR RECORD AT THE RECORDS OF MARSH S.
ASSOCIATES ENGINEERING, INC. ON THIS 20 DAY OF July, 2022, IN
BOOK 501 OF MAPS AND PLATS AT PAGE 1 THEREOF AT 12:00 PM.

6 ANN RUMBLE
COUNTY RECORDER



LOCATION PLAN

A PORTION OF SECTION 28, T11S, R13E,
GILA COUNTY, ARIZONA

LEGEND

- 1/2" REAR TO BE SET/TAGGED AT ALL LOT CORNERS BY A REGISTERED SURVEYOR
- FOUNDED/SET PROPERTY CORNER AS SHOWN ON THIS PLAT
- 2" BRASS SURVEY MONUMENT TO BE SET
- SECTION LINE
- SUBDIVISION BOUNDARY
- EASEMENT LINE AS SHOWN
- 10' PUE
- PUBLIC WATER ESWT
- ELECTRIC ESWT
- WAF
- NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT - SEE EASEMENT "A" IN INDEX
- Curve Data (Also see Table, Sheet #6 of 6)
- Line Data (Also see Table, Sheet #6 of 6)
- Addressing/Access Location
- New Private Street Right-Of-Way Line
- Existing Public Right-Of-Way Line
- Street Centerline
- Developed Easement/Right-Of-Way Line (FPL)
- Developed Erosion Setback Line (ESL)
- Natural Open Space Set-Aside ("N.O.S." LIMITS - APPPLICABLE TO LOTS 1 - 9 ONLY (SEE SHEET #2))
- Keynote for On-Lot Erosion/Service Allowance (Units) Applicable To Lots 10-26 ONLY (SEE SHEETS #3 - #5)
- Riparian "RA-XC" LIMITS - ALSO SEE PERMITTING NOTE #31 AND COMMON AREA "C" (MITIGATION)
- SOIL VISIBILITY (MANAGE ("SV")) EASEMENT LIMITS GRANTED BY THIS PLAT (SEE ALSO Diagram, Sheet #3)
- RAEDE

ASSURANCES

ASSURANCE IN THE FORM OF A THREE PARTY HEARLY AGREEMENT, DEED NUMBER 3652 FROM STEWART TILL & TRUST OF TUCSON AS RECORDED IN SEQUENCE NO. 169, IS PROVIDED BY THE PIMA COUNTY RECORDER, CHAPTER 18-69 (STREAMBED STANDARDS) IN THIS SUBDIVISION.

BY: CHAIR, BOARD OF SUPERVISORS DATE:
PIMA COUNTY, ARIZONA

ATTEST

I, CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA ON THIS 20 DAY OF July, 2022.

CHAIR, BOARD OF SUPERVISORS DATE:

PIMA COUNTY, ARIZONA

FINAL PLAT FOR
SAGUARO RIDGE ESTATES, LOTS 1-26 AND COMMON AREAS
'A' (PRIVATE STREETS), 'B' (NATURAL OPEN SPACE)
AND 'C' (FUNCTIONAL OPEN SPACE/MITIGATION AREA)
BEING A SUBDIVISION OF A PORTION OF
SECTION 28, T11S, R13E, G&SRM,
PIMA COUNTY, ARIZONA

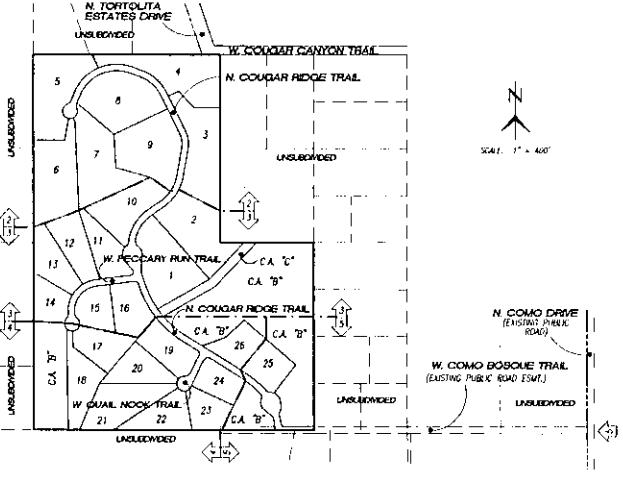
B Baker & Associates Engineering, Inc.
3511 E. Superior Drive Suite 200, Tucson, Arizona 85711 (520) 318-1950 Fax (520) 318-1950

#P18FP00020

REF. #P17100003, G09 07 21, P1208-009

JOB #P1315

DATE: DECEMBER 11, 2025 SHEET 1 OF 6



COMPOSITE DETAIL

SEQUENCE NO. _____

SEQUENCE NO.

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P18FP00020]

THIS AGREEMENT is made and entered into by and between Aboud & Aboud Profit Sharing Plan and A-5, LLC an Arizona limited liability company or successors in interest ("Subdivider"), Stewart Title & Trust of Tucson, Inc., an Arizona corporation ("Trustee"), as trustee under Trust No. 3652; 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 SAGUARO RIDGE ESTATES, LOTS 1-26 AND COMMON AREAS "A" (PRIVATE STREETS), "B" (NATURAL OPEN SPACE) AND "C" (FUNCTIONAL OPEN SPACE / MITIGATION AREA) 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: Aboud & Aboud, P.S.P. and A-5, LLC, an Arizona limited liability company

Chairman, Board of Supervisors

By: Michael Aboud
Michael Aboud
Its: managing member _____

ATTEST:

Clerk of the Board

TRUSTEE: Stewart Title & Trust of Tucson, an Arizona corporation, as Trustee under Trust No 3652, and not in its corporate capacity

By: Erik Zwerk
Erik Zwerk
Its: Trust Officer

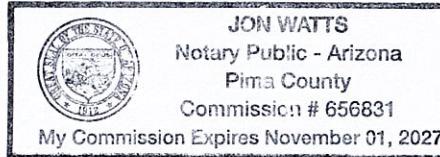
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 22nd day of December, 2025, by Michael Aboud, Managing Member of Aboud & Aboud, P.S.P., and A-5, LLC an Arizona limited liability company ("Subdivider"), an Arizona corporation, on behalf of the corporation.

J. Watts
Notary Public

My Commission Expires:

11/1/27



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 22 day of December, 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 3652.

Doris J. Clark
Notary Public

