



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: March 20, 2018

Final Plat for La Cholla Station Lots 1-35 and Block 1, Common Areas "A" (Drainage and
Title: Landscape), Common Area "B" (N.O.S.), Common Area "C" (Private Streets and Public Sewer)
Assurance Agreement

Introduction/Background:

Final Plat to creat a legally subdivided property.

Discussion:

N/A

Conclusion:

N/A

Recommendation:

Staff recommends approval of the Subdivision Plat.

Fiscal Impact:

N/A

Board of Supervisor District:

1 2 3 4 5 All

Department: Development Services

Telephone: 724-6490

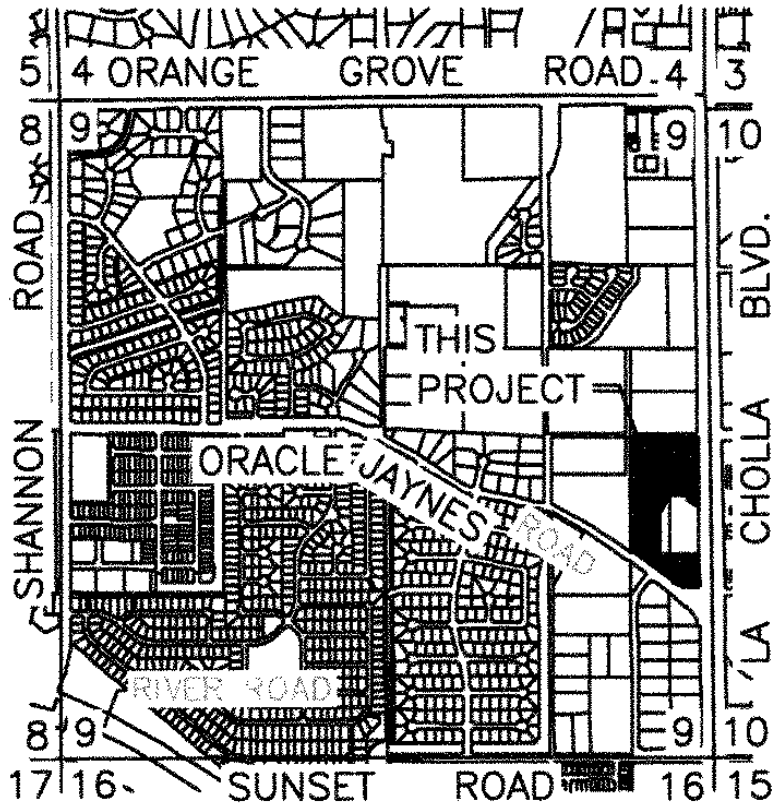
Contact: Mary Wright

Telephone: 724-7576

Department Director Signature/Date: *Cassidy Blackwell* 2/28/18

Deputy County Administrator Signature/Date: *[Signature]* 3/2/18

County Administrator Signature/Date: *C. D. [Signature]* 3/6/18



LOCATION MAP

A PORTION OF SECTION 9
 TOWNSHIP 13 SOUTH, RANGE 13 EAST,
 GILA & SALT RIVER MERIDIAN,
 PIMA CO., ARIZONA
 SCALE: 3" = 1 MILE

La Cholla Station Lots 1-35 and Block 1

Common Area "A" (Drainage and Landscape)

Common Area "B" (N.O.S)

Common Area "C" (Private Streets and Public Sewer)

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P16FP00013]

THIS AGREEMENT is made and entered into by and between KB Home Tucson, Inc., an Arizona corporation or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201665-T; 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 LA CHOLLA STATION LOTS 1-35 AND BLOCK 1 COMMON AREA "A" (Drainage and Landscape) Common Area "B" (N.O.S.) Common Area "C" (Private Streets & Public Sewer) recorded in Sequence number _____ on the _____ day of _____, 2017, 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-plot all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plot 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-plot described in this section. The re-plot 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-plot 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-plot 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: KB Home Tucson, Inc., an Arizona corporation

Chair, Board of Supervisors

By: *Amy S. McReynolds*
Amy S. McReynolds
Its: President

As to Lots 1-35 and Common Areas "A", "B" and "C" ONLY of La Cholla Station

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201665-T, and not in its corporate capacity

Clerk of the Board

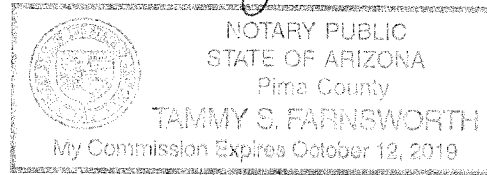
By: *Diane L. Sloane*
Diane L. Sloane
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 17 day of January, 2018, by Amy S. McReynolds, as President of KB Home Tucson, Inc. ("Subdivider"), an Arizona corporation, on behalf of the corporation.

Tammy S. Farnsworth
Notary Public

My Commission Expires:
10/12/19

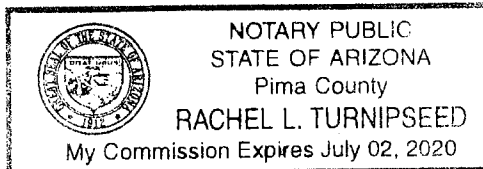


STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 30th day of January, 2018, by Diane L. Sloane, Trust Officer of Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 201665-T.

Rachel L. Turnipseed
Notary Public

My Commission Expires:
7-2-2020



**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P16FP00013]

THIS AGREEMENT is made and entered into by and between Markland Investments, an Arizona limited liability company and David Huebner, a married man as his sole and separate property or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201733-S; 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 that portion of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as LA CHOLLA STATION LOTS 1-35 AND BLOCK 1 COMMON AREA "A" (Drainage and Landscape) Common Area "B" (N.O.S.) Common Area "C" (Private Streets & Public Sewer); known as Block 1 recorded in Sequence number _____ on the _____ day of _____, 2018, 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.

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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.

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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: Markland Investments, LLC, an Arizona limited liability company

Chair, Board of Supervisors

By: _____
Mark Weinberg

Its: _____
_Manager/Member

David Huebner, a married man as his sole and separate property

ATTEST:

By: _____
David Huebner

Clerk of the Board

AS TO BLOCK 1 ONLY of LA CHOLLA STATION

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201733-S, and not in its corporate capacity

By: _____
Diane L. Sloane

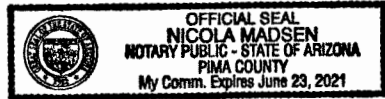
Its: _Trust Officer_____

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by Mark Weinberg, Manager/Member of Markland Investments, LLC ("Subdivider"), an Arizona limited liability company. and David Huebner .

Nicola Madsen
Notary Public

My Commission Expires: 6/23/2021



See Attached Acknowledgment **TJ**

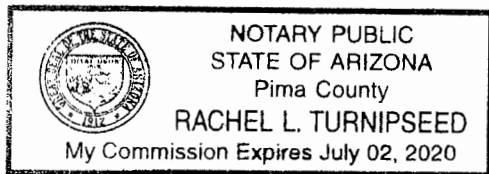
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 17th day of November, 2017, by Diane L. Sloane, Trust Officer of Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 201733-S.

Rachel L. Turnipseed
Notary Public

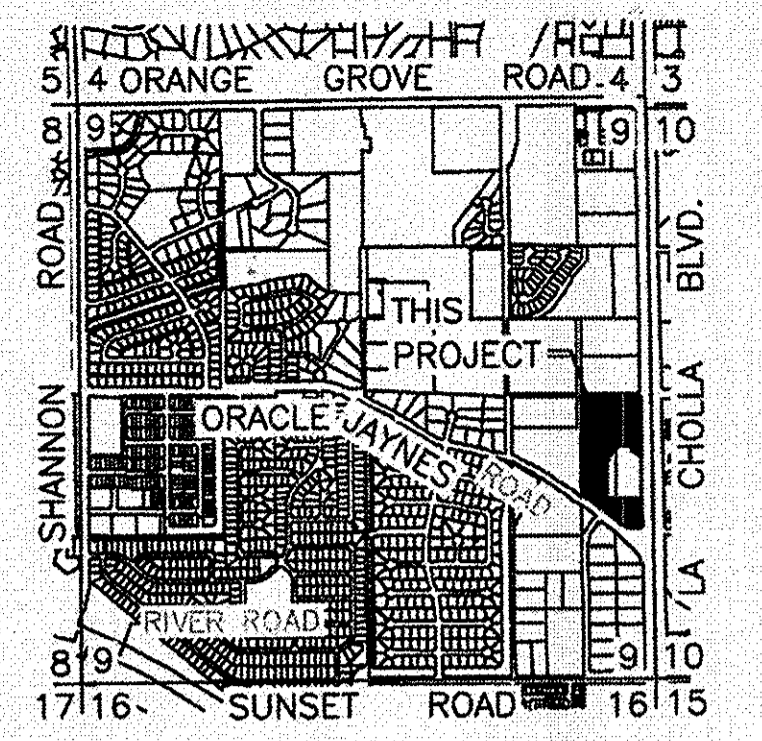
My Commission Expires:

7-2-2020



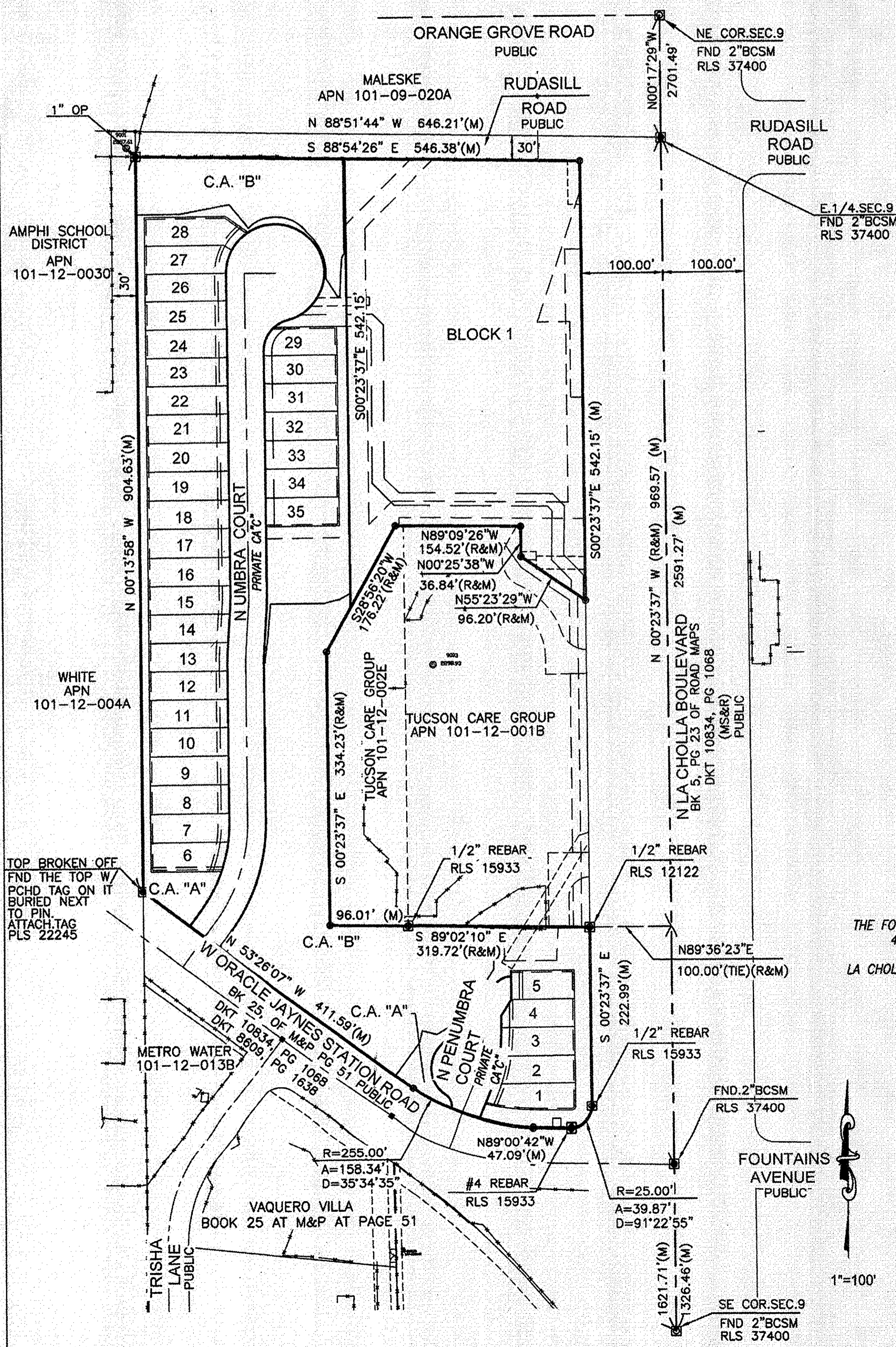
FINAL PLAT FOR LA CHOLLA STATION LOTS 1-35 AND BLOCK 1

COMMON AREA "A" (DRAINAGE AND LANDSCAPE) COMMON AREA "B" (N.O.S.) COMMON AREA "C" (PRIVATE STREETS & PUBLIC SEWER)



LOCATION MAP
A PORTION OF SECTION 9
TOWNSHIP 13 SOUTH, RANGE 13 EAST,
GILA & SALT RIVER MERIDIAN,
PIMA CO., ARIZONA
SCALE: 3" = 1 MILE

Sequence _____
 Fee _____
 State of Arizona _____
 County of Pima _____
 I hereby certify that the instrument was filed for record at the request
 Of _____
 Date _____
 Time _____
 Witness my hand and Official Seal
 day and year above written.
 F. ANN RODRIGUEZ, County Recorder
 BY _____ Deputy



DEDICATION

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

WE, HEREBY GRANT TO THE PUBLIC, PIMA COUNTY AND ALL UTILITY COMPANIES ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN HEREON FOR THE PURPOSES OF ACCESS INSTALLATION AND MAINTENANCE OF 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 THE PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVE GROUND UTILITIES AND PUBLIC SEWER.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) RECORDED IN SEQUENCE _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS (PRIVATE STREETS, DRAINAGE, LANDSCAPE, AND N.O.S.), WITHIN THIS SUBDIVISION.

MAINTENANCE OF DRAINAGEWAYS AND DETENTION/RETENTION BASINS ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF ON-LOT WATER HARVESTING BASINS IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNERS WITH OVERSIGHT BY THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF THESE AREAS IS PER THE GUIDELINES IN THE CC&R'S.

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS AND ASSIGNS, THEIR 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, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201665-T, ONLY AND NOT OTHERWISE.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201733-S, ONLY AND NOT OTHERWISE.

Diane L. Sloane
TRUST OFFICER

2/14/18
DATE

BENEFICIARY

TRUST 201665-T
KB HOME TUCSON, INC.
201 N BONITA AVE STE #105
TUCSON, AZ 85745

BENEFICIARY

TRUST 201733-S
HUEBNER 50% & MARKLAND INVESTMENTS, LLC
7422 N. MYSTIC CANYON DRIVE
TUCSON, AZ 85718

ADMINISTRATIVE ADDRESS

2190 W ORACLE JAYNES STATION

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 LOCATIONS SIZE AND MATERIAL ARE CORRECTLY SHOWN.

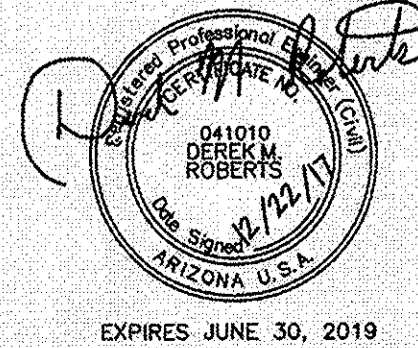
MICHAEL AMERSON, R.L.S.
AMERSON SURVEYING, INC.
REGISTERED LAND SURVEYOR NO. 22245
STATE OF ARIZONA



CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE ENGINEERING WORK EFFORT, INCLUDING GEOMETRIC DESIGN, REGULATORY FLOOD LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

DEREK M. ROBERTS, PE
ALLIANCE ENGINEERING, PC
REGISTERED PROFESSIONAL ENGINEER NO. 41010
STATE OF ARIZONA



ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 201665-T FROM TITLE SECURITY AGENCY, LLC AS RECORDED IN SEQUENCE _____

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 201733-S FROM TITLE SECURITY AGENCY, LLC AS RECORDED IN SEQUENCE _____

HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

CHAIRMAN, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE

ACKNOWLEDGMENT

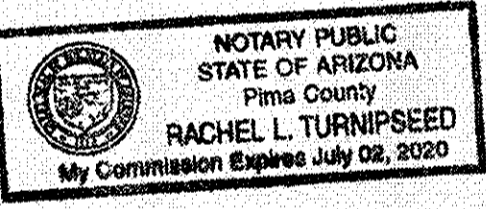
STATE OF ARIZONA }
COUNTY OF PIMA } SS

ON THIS THE 15th DAY OF FEBRUARY, 2018, BEFORE ME PERSONALLY APPEARED DIANE L. SLOANE, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF TITLE INSURANCE AGENCY, LLC AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 201665-T AND TRUST NO. 201733-S AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHEE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERE UNTO SET MY HAND AND OFFICIAL SEAL

Rachel L. Turnipseed
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-2-2020



ATTEST

I, _____ 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 _____ 2018.

CLERK, BOARD OF SUPERVISORS

DATE

P16FP00013

FINAL PLAT FOR LA CHOLLA STATION LOTS 1-35 AND BLOCK 1 COMMON AREA "A" (DRAINAGE AND LANDSCAPE) COMMON AREA "B" (N.O.S.) COMMON AREA "C" (PRIVATE STREETS & PUBLIC SEWER)

BEING A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 13 SOUTH, RANGE 13 EAST
OF THE GILA AND SALT RIVER MERIDIAN

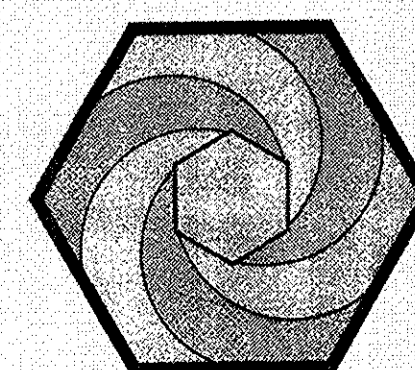
COVER

SHEET INDEX

SHT NO.	DESCRIPTION
1	COVER SHEET
2	NOTES
3	FINAL PLAT
4	FINAL PLAT
5	FLOODPLAIN
6	BLOCK 1 EASEMENTS
7	LINE AND CURVE TABLE

REF:

P16TP00012
P16SC00066
P16RZ00001



ALLIANCE
ENGINEERING, PC
CIVIL ENGINEERING

1440 W CANYON SHADOWS LN ORO VALLEY AZ 85737
PH: (520) 975-7992 www.allengus.com

DRWN BY: JHW

CHK BY: DMR

PROJ: 15-127

SHEET 1 OF 7

SEQUENCE NO.

SEQUENCE NO.

GENERAL NOTES

1. THE GROSS AREA IS 10.34± ACRES. 7.15 ACRES RESIDENTIAL, 3.19 ACRES COMMERCIAL.
2. THE TOTAL NUMBER OF LOTS IS 35 AND BLOCK 1.
3. THIS SUBDIVISION LIES WITHIN THE METRO WATER DISTRICT WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
4. THE BASIS OF BEARING FOR THIS SURVEY IS THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AS SHOWN ON THE FOUNTAINS AT LA CHOLLA RECORDED IN BOOK 48 OF MAPS AND PLATS AT PAGE 13, RECORDS OF PIMA COUNTY, ARIZONA, THE BEARING BEING: N00°23'37"W
5. THE BASIS OF ELEVATION FOR THIS SURVEY IS BASED UPON TUCSON MEMORY CARE DEVELOPMENT PLAN BOOK 37 AT PAGE 12, RECORDS OF PIMA COUNTY, ARIZONA WHERE THEY USED RILLITO PARK (RILPRK) TO NORTH SIDE RILLITO RIVER SOUTH SIDE OF RIVER ROAD, SAID ELEVATION BEING 2250.00 (NAVD88) DATUM. THIS BENCHMARK HAS BEEN DESTROYED AND A SEARCH FOR SEVERAL OTHER LOCAL BENCHMARKS WERE ALSO DESTROYED. PER SAID DEVELOPMENT PLAN, THERE WERE TWO EXISTING MANHOLES, MANHOLE NO. 1753-3 RIM=2293.10 AND MANHOLE NO. 1753-4 RIM=2306.76. HELD MANHOLE NO. 1753-4 AT 2306.76 AND CHECKED INTO MANHOLE 1753-3 + 0.03'. THE BASIS OF ELEVATION IS MANHOLE NO. 1753-4 ELEVATION BEING: 2306.76 (NAVD88) DATUM.
6. TOTAL MILES OF NEW PRIVATE STREET IS 0.197 MILES.
7. THIS PROJECT SUBJECT TO EASEMENT AND MAINTENANCE AGREEMENT PER DOCUMENT NUMBER 20171950549.
8. THIS PROJECT SUBJECT TO EASEMENT AND MAINTENANCE AGREEMENT PER DOCUMENT NUMBER 20113140903.
9. THIS PROJECT IS SUBJECT TO PATENT RESERVATION PER DEED BOOK 52 AT PAGE 624 PIMA COUNTY RECORDERS.
10. THIS PROJECT IS SUBJECT TO DEVELOPMENT, MAINTENANCE AND REIMBURSEMENT AGREEMENT PER DOCUMENT NUMBER 20171950260.
11. THIS PROJECT IS SUBJECT TO THE AFFIDAVIT OF DISCLOSURE PER DOCUMENT NUMBER 20171950258.

PERMITTING NOTES

1. THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
2. CONDITIONAL ZONING IS: RESIDENTIAL CR-5 SMALL LOT OPTION COMMERCIAL: TR
3. GROSS DENSITY IS 35/7.15 4.90 RAC
4. THIS PROJECT IS SUBJECT TO REZONING CASE P16RZ00001, PIMA COUNTY ORDINANCE NO. 2016-65 AS SET FORTH IN THE INSTRUMENT RECORDED AT SEQUENCE 20163550678 PIMA COUNTY RECORDS.
5. THE AVERAGE AREA PER DWELLING UNIT IS 8,418 SQ. FT.
6. CARPORTS/GARAGES SHALL BE SET BACK A MINIMUM OF 20 FEET FROM THE RIGHT-OF-WAY LINE.
7. A RIGHT-OF-WAY USE PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY AND PUBLIC DRAINAGEWAYS.
8. AS PART OF THE DEVELOPMENT A COMMUNITY TRAIL IS TO BE CONSTRUCTED TO MEET THE REZONING CONDITIONS AS SET FORTH UNDER PIMA COUNTY ORDINANCE 2016-65. BLOCK 1 HAS GRANTED ACCESS AS DEPICTED IN EXHIBIT B-4 RECORDED IN THE DEVELOPMENT MAINTENANCE AND REIMBURSEMENTS AGREEMENT SEQUENCE 20171950260 RECORDED IN PIMA COUNTY RECORDS. OWNER OF BLOCK 1 RESERVES THE RIGHT TO RELOCATE SAID TRAIL FROM THE PROPOSED LOCATION IF OPPORTUNITY ARISES
9. NATURAL RESOURCES, PARKS AND RECREATION IN-LIEU FEE OF \$69,720 SHALL BE PAID AT THE 26TH LOT FOR THE SUBDIVISION ASSURANCES ARE RELEASED
10. REGULATED RIPARIAN HABITAT DOES NOT IMPACT THIS PROJECT.

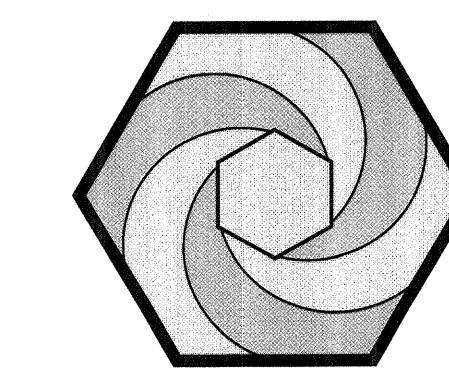


P16FP00013

**FINAL PLAT
FOR
LA CHOLLA STATION
LOTS 1-35
AND BLOCK 1
COMMON AREA "A" (DRAINAGE AND LANDSCAPE)
COMMON AREA "B" (N.O.S.)
COMMON AREA "C" (PRIVATE STREETS &
PUBLIC SEWER)**

BEING A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 13 SOUTH, RANGE 13 EAST
OF THE GILA AND SALT RIVER MERIDIAN

NOTES



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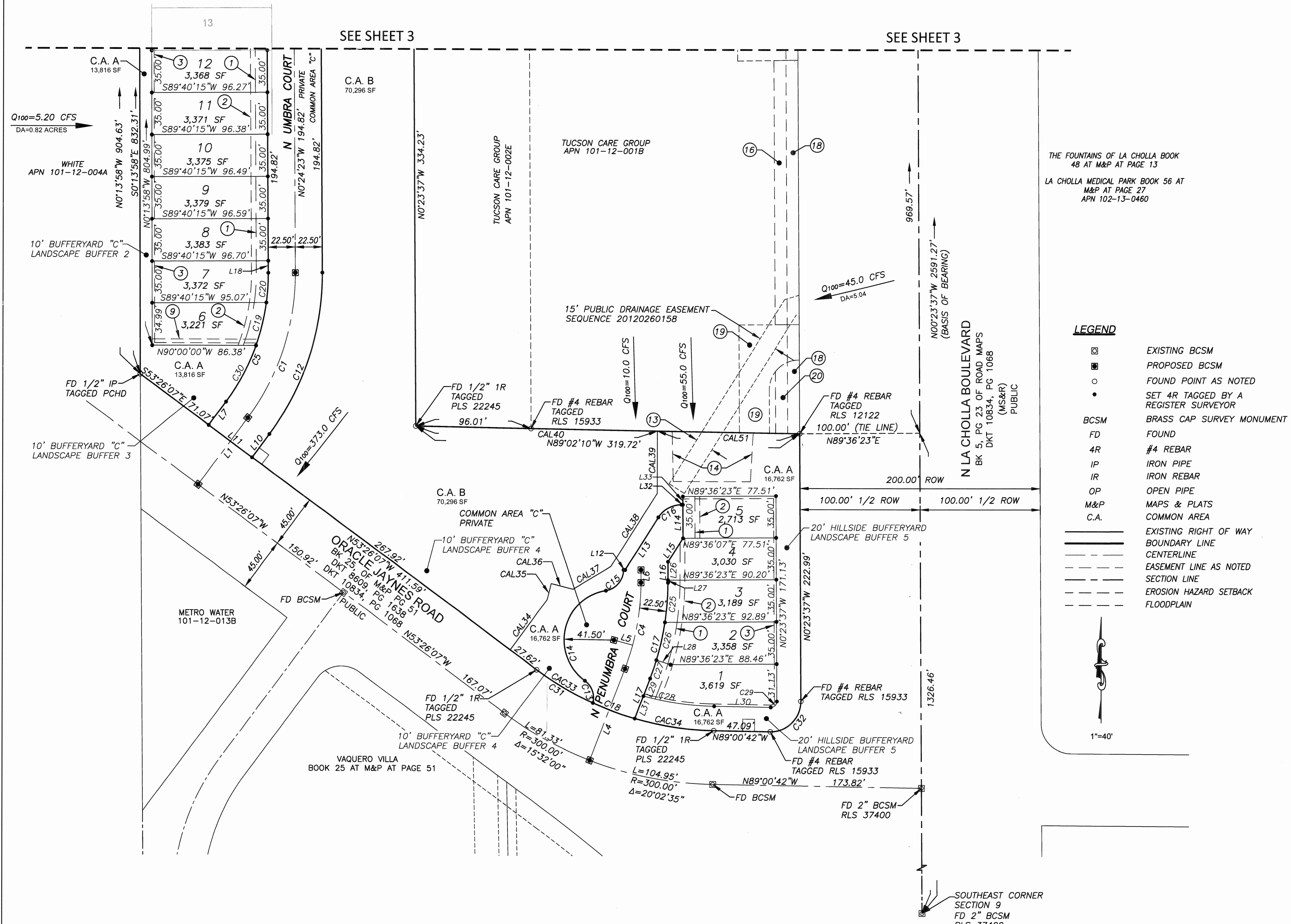
DRWN BY: JHW	CHK BY: DMR	PROJ: 15-127	SHEET 2 OF 7
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SEQUENCE NO. _____

SEE SHEET 3

SEE SHEET 3

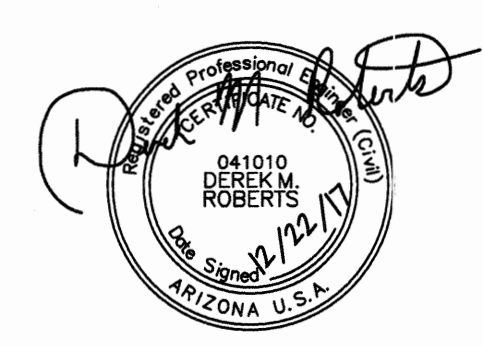


KEY NOTES

- ① 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.
- ② 14' PRIVATE DRAINAGE EASEMENT GRANTED BY THIS PLAT.
- ③ 1' PRIVATE NO ACCESS EASEMENT GRANTED BY THIS PLAT
- ④ DRAINAGE EASEMENT SEQUENCE: 20171670252
- ⑤ SLOPE EASEMENT DOCKET 12249, PAGE 5129
- ⑥ ELECTRIC LINES & APPURTENANT FACILITIES & COMMUNICATION FACILITIES RECORDED IN DOCUMENT NO. 2012-2760185
- ⑦ ELECTRIC TRANSMISSION DISTRIBUTION LINE OR SYSTEM DOCKET 5017, PAGE 574
- ⑧ 15' PUBLIC WATER EASEMENT GRANTED BY THIS PLAT
- ⑨ 10' BASIN SETBACK
- ⑩ 15' BASIN SETBACK
- ⑪ 20' PRIVATE DRAINAGE EASEMENT GRANTED BY THIS PLAT
- ⑫ 10' PRIVATE SEWER EASEMENT GRANTED BY THIS PLAT
- ⑬ 15' PUBLIC DRAINAGE EASEMENT GRANTED BY THIS PLAT
- ⑭ PRIVATE DRAINAGE AND MAINTENANCE EASEMENT TO BENEFIT PARCEL 101-12-001B GRANTED BY THIS PLAT
- ⑮ 24' PRIVATE DRAINAGE EASEMENT GRANTED BY THIS PLAT
- ⑯ GRADING EASEMENT SEQUENCE: 20113040903 PAGE 24-26
- ⑰ ACCESS EASEMENT NORTH SEQUENCE: 20113040903 PAGE 20-21 OF 26
- ⑱ UTILITY EASEMENT SEQUENCE: 20113040903 PAGE 22 OF 26
- ⑳ ACCESS EASEMENT SOUTH SEQUENCE: 20113040903 PAGE 18 OF 26
- ㉑ GRADING EASEMENT SEQUENCE: 20113040903 PAGE 24 OF 26

LEGEND

- ◻ EXISTING BCSM
- ◻ PROPOSED BCSM
- FOUND POINT AS NOTED
- SET 4R TAGGED BY A REGISTER SURVEYOR
- BCSM BRASS CAP SURVEY MONUMENT
- FD FOUND
- 4R #4 REBAR
- IP IRON PIPE
- IR IRON REBAR
- OP OPEN PIPE
- M&P MAPS & PLATS
- C.A. COMMON AREA
- EXISTING RIGHT OF WAY
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE AS NOTED
- SECTION LINE
- EROSION HAZARD SETBACK
- FLOODPLAIN



P16FP00013

**FINAL PLAT
FOR
LA CHOLLA STATION
LOTS 1-35
AND BLOCK 1
COMMON AREA "A" (DRAINAGE AND LANDSCAPE)
COMMON AREA "B" (N.O.S.)
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PUBLIC SEWER)**

BEING A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 13 SOUTH, RANGE 13 EAST
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SITE



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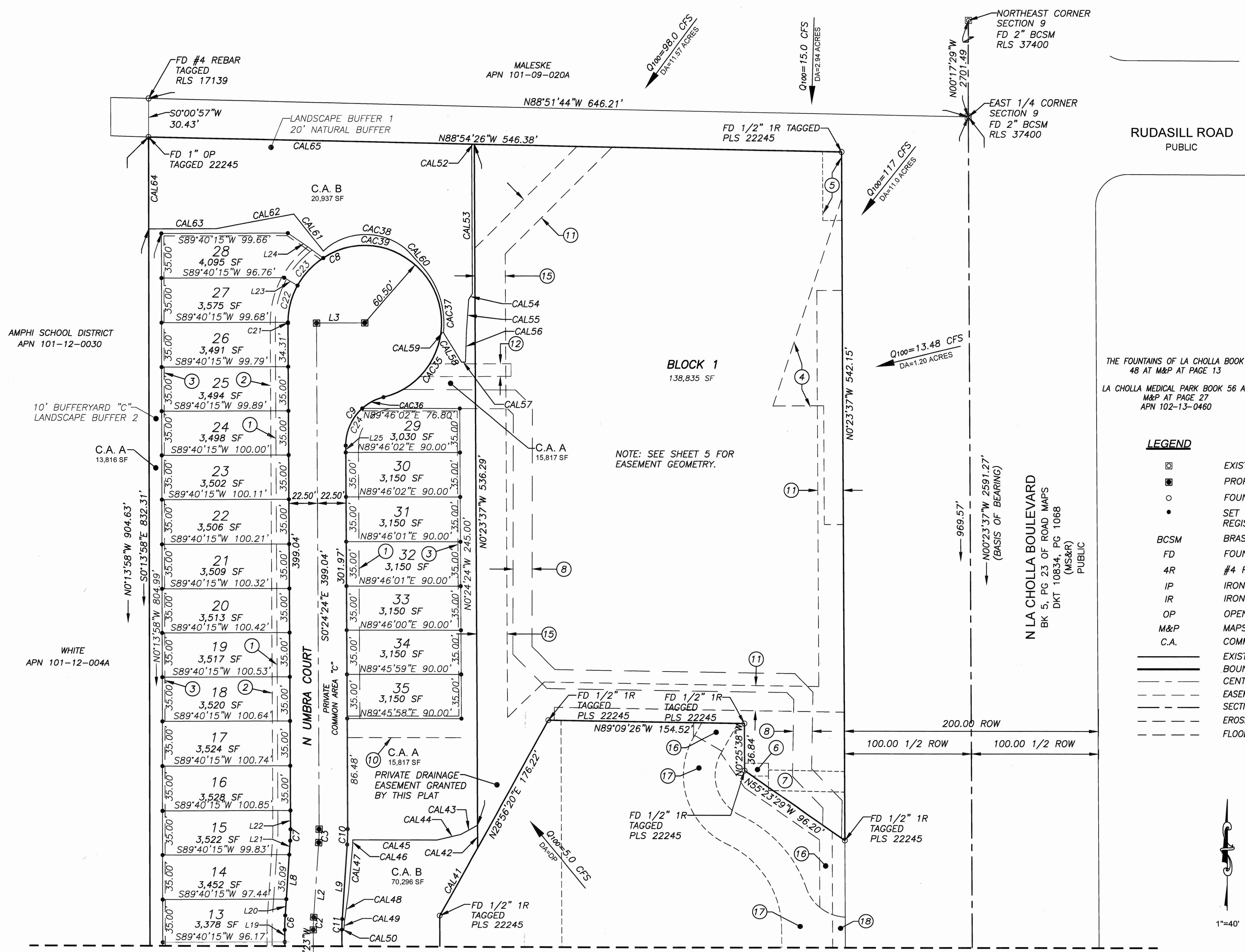
SEQUENCE NO. _____

SEQUENCE NO.

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- ⑳ GRADING EASEMENT SEQUENCE: 20113040903 PAGE 24 OF 26



LEGEND

- ◻ EXISTING BCSM
- ◻ PROPOSED BCSM
- FOUND POINT AS NOTED
- SET 4R TAGGED BY A REGISTER SURVEYOR
- BCSM BRASS CAP SURVEY MONUMENT
- FD FOUND
- 4R #4 REBAR
- IP IRON PIPE
- IR IRON REBAR
- OP OPEN PIPE
- M&P MAPS & PLATS
- C.A. COMMON AREA
- EXISTING RIGHT OF WAY
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE AS NOTED
- SECTION LINE
- EROSION HAZARD SETBACK
- FLOODPLAIN

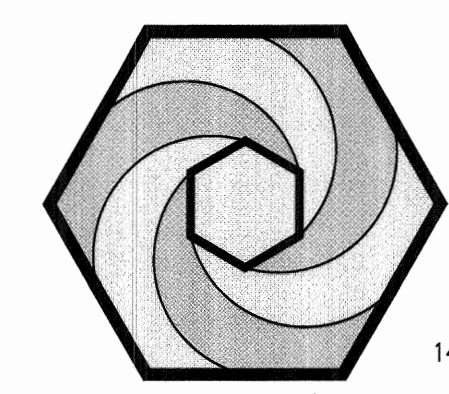


P16FP00013

FINAL PLAT
FOR
LA CHOLLA STATION
LOTS 1-35
AND BLOCK 1
COMMON AREA "A" (DRAINAGE AND LANDSCAPE)
COMMON AREA "B" (N.O.S.)
COMMON AREA "C" (PRIVATE STREETS & PUBLIC SEWER)

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN

SITE



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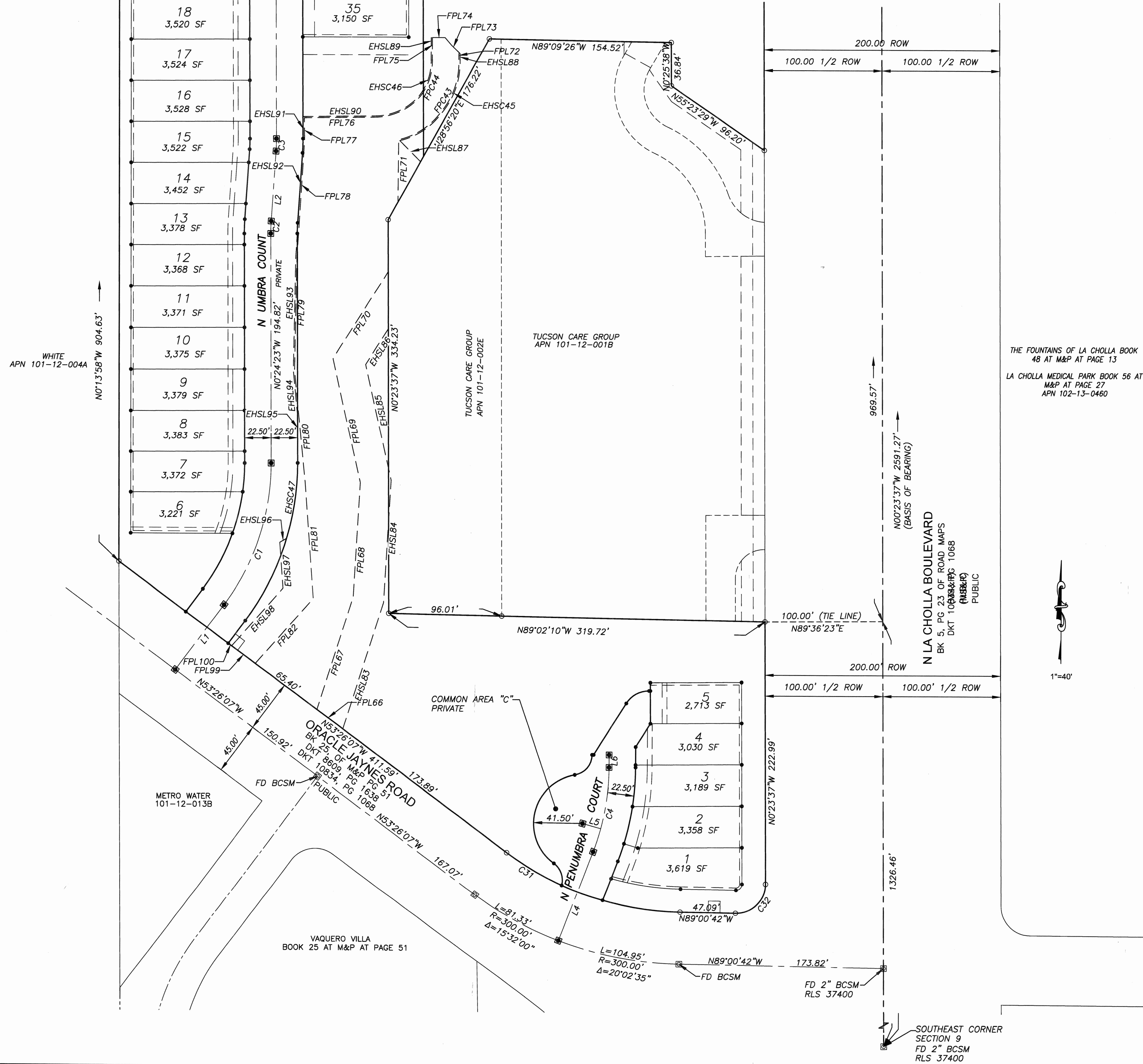
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CHK BY: DMR

PROJ: 15-127

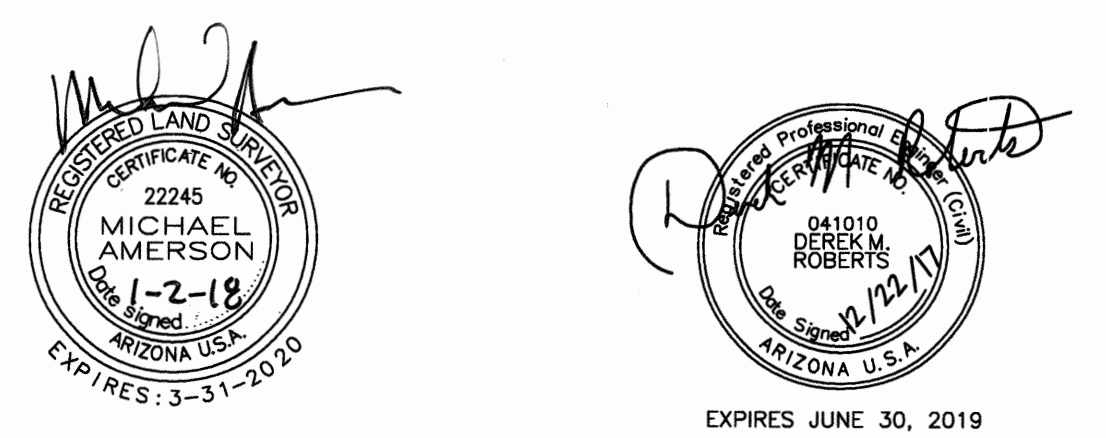
SHEET 4 OF 7

SEQUENCE NO.



LEGEND

◻	EXISTING BCSM
◼	PROPOSED BCSM
○	FOUND POINT AS NOTED
•	SET 4R TAGGED BY A REGISTER SURVEYOR
◻	BCSM
FD	FOUND
4R	#4 REBAR
IP	IRON PIPE
IR	IRON REBAR
OP	OPEN PIPE
M&P	MAPS & PLATS
C.A.	COMMON AREA
—	EXISTING RIGHT OF WAY
—	BOUNDARY LINE
—	CENTERLINE
—	EASEMENT LINE AS NOTED
—	SECTION LINE
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FINAL PLAT
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FLOODPLAIN

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PUBLIC WATER ESMT LINE TABLE

LINE	LENGTH	BEARING
WTRL1	88.46'	N90°00'00"E
WTRL2	18.99'	S45°00'00"E
WTRL3	189.38'	S00°00'50"W
WTRL4	25.68'	S44°59'10"E
WTRL5	189.22'	S89°09'26"E
WTRL6	20.36'	S44°09'26"E
WTRL7	60.28'	S00°50'34"W
WTRL8	34.58'	S44°09'26"E
WTRL9	29.44'	S00°50'34"W
WTRL10	3.26'	N55°23'29"W
WTRL11	18.04'	N55°23'29"W
WTRL12	13.20'	N00°50'34"E
WTRL13	34.58'	N44°09'26"W
WTRL14	60.28'	N00°50'34"E
WTRL15	7.93'	N44°09'26"W
WTRL16	189.09'	N89°09'26"W
WTRL17	37.98'	N44°59'10"W
WTRL18	189.38'	N00°00'50"E
WTRL19	6.56'	N45°00'00"W
WTRL20	37.67'	N90°00'00"W

PRIVATE DRAINAGE ESMT LINE TABLE

LINE	LENGTH	BEARING
STML1	27.77'	S88°54'26"E
STML2	118.93'	S45°00'50"W
STML3	365.68'	S00°23'37"E
STML4	40.37'	N45°50'34"E
STML5	216.38'	S89°09'26"E
STML6	312.70'	N00°23'37"W
STML7	20.00'	N89°36'23"E
STML8	333.14'	S00°23'37"E
STML9	228.54'	N89°09'26"W
STML10	10.16'	S00°50'34"W
STML11	4.60'	N89°09'26"W
STML12	114.69'	S28°56'20"W
STML13	472.40'	N00°23'37"W
STML14	113.66'	N45°00'50"E
STML15	81.89'	N00°23'37"W
STML16	80.96'	S88°54'26"E
STML17	180.85'	S88°54'26"E
STML18	108.54'	S00°23'37"E

PUBLIC SEWER ESMT LINE TABLE

LINE	LENGTH	RADIUS	DELTA
SSC1	16.76'	60.50'	15°52'33"
SSC2	16.57'	60.50'	15°41'19"
SSC3	12.80'	60.50'	12°07'18"

PUBLIC SEWER ESMT LINE TABLE

LINE	LENGTH	BEARING
SSL1	72.03'	N89°35'36"E
SSL2	10.00'	N0°24'24"W
SSL3	64.08'	S89°35'36"W

MALESKE
APN 101-09-020A

AMPHI SCHOOL DISTRICT
APN 101-12-0030

WHITE
APN 101-12-004A

RUDASILL ROAD
PUBLIC

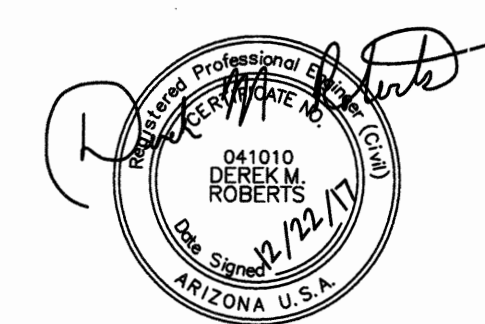
THE FOUNTAINS OF LA CHOLLA BOOK
48 AT M&P AT PAGE 13
LA CHOLLA MEDICAL PARK BOOK 56 AT
M&P AT PAGE 27
APN 102-13-0460

N LA CHOLLA BOULEVARD
BK 5, PG 23 OF ROAD MAPS
DKT 10834, PG 1068
(MS&R)
PUBLIC

BLOCK 1
138,835 SF

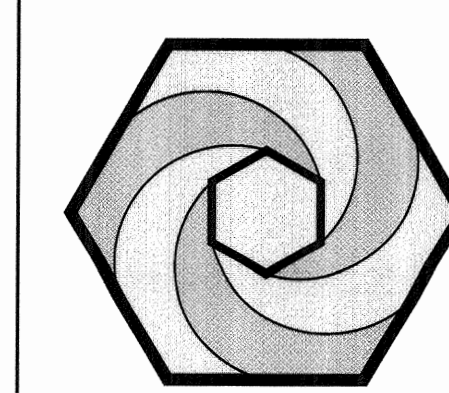
LEGEND

- ◻ EXISTING BCSM
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- FOUND POINT AS NOTED
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- BCSM
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- EASEMENT LINE AS NOTED
- SECTION LINE



EXPIRES JUNE 30, 2019
P16FP00013

FINAL PLAT
FOR
LA CHOLLA STATION
LOTS 1-35
AND BLOCK 1
COMMON AREA "A" (DRAINAGE AND LANDSCAPE)
COMMON AREA "B" (N.O.S.)
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BLOCK 1 EASEMENTS



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LINE TABLE		
LINE	LENGTH	DIRECTION
L1	69.17'	S36°33'53"W
L2	59.47'	S03°40'47"W
L3	38.00'	N89°35'36"E
L4	81.77'	S20°56'09"W
L5	16.07'	S74°58'08"E
L6	10.64'	S00°00'00"E
L7	24.17'	S36°33'53"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L8	59.47'	S03°40'47"W
L9	59.47'	N03°40'47"E
L10	24.17'	N36°33'53"E
L11	45.00'	S53°26'07"E
L12	1.32'	N90°00'00"E
L13	51.81'	N32°07'10"E
L14	28.09'	N00°23'37"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L15	23.41'	S32°07'10"W
L16	17.38'	S00°00'00"E
L17	35.82'	S20°56'09"W
L18	10.25'	N00°24'23"W
L19	9.57'	N00°24'23"W
L20	13.17'	N03°40'47"E
L21	11.21'	N03°40'47"E

C.A. LINE TABLE		
LINE	LENGTH	DIRECTION
CAL34	51.68'	N36°33'53"E
CAL35	13.82'	N13°57'59"E
CAL36	18.73'	S76°02'01"E
CAL37	36.85'	N58°45'02"E
CAL38	72.31'	N32°07'10"E
CAL39	51.96'	N00°00'00"E
CAL40	201.27'	N89°02'10"W

C.A. LINE TABLE		
LINE	LENGTH	DIRECTION
CAL41	61.53'	N28°56'20"E
CAL42	18.00'	N00°23'37"W
CAL43	14.94'	S60°46'57"W
CAL44	19.36'	S76°13'52"W
CAL45	66.47'	S89°50'02"W
CAL46	3.54'	S00°11'59"E
CAL47	38.70'	S04°59'17"W

C.A. LINE TABLE		
LINE	LENGTH	DIRECTION
CAL48	23.58'	S07°30'06"W
CAL49	6.65'	S03°19'38"W
CAL50	1.62'	S89°31'22"W
CAL51	118.45'	N89°02'10"W
CAL52	2.08'	N88°54'26"W
CAL53	117.44'	S00°24'05"E
CAL54	5.42'	S32°20'07"W

FLOODPLAIN LINE TABLE		
LINE	LENGTH	DIRECTION
FPL66	27.51'	N53°26'07"W
FPL67	101.00'	S17°28'58"W
FPL68	97.11'	S03°15'42"W
FPL69	108.21'	S12°40'59"E
FPL70	86.89'	S32°20'35"W
FPL71	53.10'	S00°22'27"W
FPL72	7.19'	S00°43'23"E

FLOODPLAIN LINE TABLE		
LINE	LENGTH	DIRECTION
FPL73	10.02'	N45°41'52"W
FPL74	10.65'	N90°00'00"W
FPL75	18.35'	S00°00'00"E
FPL76	57.59'	S89°11'07"W
FPL77	19.18'	S00°48'53"E
FPL78	100.20'	S03°25'02"W
FPL79	95.06'	S00°54'27"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L22	14.73'	N00°24'24"W
L23	12.18'	S59°48'47"E
L24	34.09'	N55°18'03"W
L25	5.49'	S00°24'24"E
L26	15.26'	S00°00'00"E
L27	2.12'	S00°00'00"E
L28	12.27'	S73°09'36"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L29	15.74'	S20°56'09"W
L30	47.09'	S89°00'42"E
L31	20.08'	N20°56'09"E
L32	1.06'	N89°36'23"E
L33	6.91'	N00°23'37"W

C.A. LINE TABLE		
LINE	LENGTH	DIRECTION
CAL55	24.69'	S03°55'22"W
CAL56	24.59'	S01°40'09"W
CAL57	3.10'	S88°59'46"W
CAL58	27.15'	N31°41'29"W
CAL59	2.00'	N83°06'51"W
CAL60	10.49'	S42°56'59"E
CAL61	37.33'	S38°37'26"E

C.A. LINE TABLE		
LINE	LENGTH	DIRECTION
CAL62	62.22'	N79°13'24"E
CAL63	53.27'	N89°37'12"E
CAL64	72.32'	S00°13'58"E
CAL65	254.72'	N88°54'26"W

FLOODPLAIN LINE TABLE		
LINE	LENGTH	DIRECTION
FPL80	95.61'	S05°42'01"E
FPL81	99.17'	S04°17'18"E
FPL82	74.07'	S41°20'05"W
FPL99	25.09'	N53°26'07"W
FPL100	3.66'	N53°26'07"W

EROSION HAZARD SETBACK LINE TABLE		
LINE	LENGTH	DIRECTION
EHSL83	113.24'	S17°28'58"W
EHSL84	103.99'	S03°15'42"W
EHSL85	101.08'	S12°40'59"E
EHSL86	35.67'	S32°20'35"W
EHSL87	25.16'	S44°37'33"E
EHSL88	7.19'	S00°43'23"E
EHSL89	18.37'	S00°00'00"E

EROSION HAZARD SETBACK LINE TABLE		
LINE	LENGTH	DIRECTION
EHSL90	57.60'	S89°11'07"W
EHSL91	20.14'	S00°48'53"E
EHSL92	100.19'	S03°25'02"W
EHSL93	95.14'	S00°54'27"W
EHSL94	38.29'	S05°42'01"E
EHSL95	40.84'	N00°24'18"W
EHSL96	6.52'	S61°25'52"W

EROSION HAZARD SETBACK LINE TABLE		
LINE	LENGTH	DIRECTION
EHSL97	38.91'	S04°17'18"E
EHSL98	65.64'	S41°20'05"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	129.05'	200.00'	036°58'16"
C2	10.70'	150.00'	004°05'10"
C3	10.70'	150.00'	004°05'11"
C4	72.90'	199.50'	020°56'09"
C5	114.54'	177.50'	036°58'16"
C6	12.30'	172.50'	004°05'10"
C7	9.09'	127.50'	004°05'11"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	270.44'	60.50'	256°06'49"
C9	52.47'	39.50'	076°06'48"
C10	12.30'	172.50'	004°05'11"
C11	9.09'	127.50'	004°05'10"
C12	143.57'	222.50'	036°58'16"
C13	21.12'	17.50'	069°08'41"
C14	97.76'	41.50'	134°58'12"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C15	24.61'	17.50'	080°35'12"
C16	23.08'	23.00'	057°29'13"
C17	81.12'	222.00'	020°56'09"
C18	37.14'	255.00'	008°20'40"
C19	36.62'	177.50'	011°49'09"
C20	24.83'	177.50'	008°00'56"
C21	0.69'	60.50'	000°39'04"

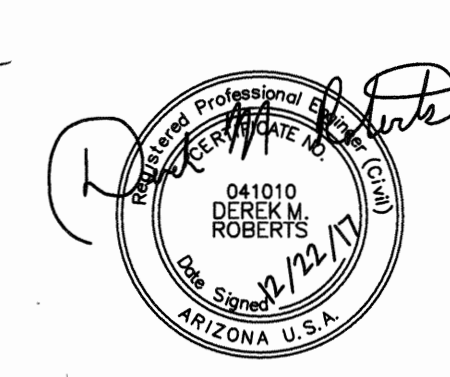
FLOODPLAIN CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
FPC43	45.97'	66.16'	039°48'45"
FPC44	33.65'	49.32'	039°05'30"

EROSION HAZARD SETBACK CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
EHSC45	46.64'	67.16'	039°47'20"
EHSC46	32.96'	48.32'	039°05'15"
EHSC47	65.39'	222.55'	016°50'01"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C22	30.12'	60.50'	028°31'22"
C23	30.01'	60.50'	028°25'27"
C24	33.27'	39.50'	048°15'44"
C25	33.02'	222.00'	008°31'19"
C26	32.23'	222.00'	008°19'05"
C27	15.87'	222.00'	004°05'46"
C28	59.78'	235.00'	014°34'33"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C29	7.97'	5.00'	091°22'55"
C30	53.09'	177.50'	017°08'11"
C31	158.34'	255.00'	035°34'35"
C32	39.87'	25.00'	091°22'55"

C.A. CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
CAC33	54.45'	255.00'	012°14'01"
CAC34	66.75'	255.00'	014°59'54"
CAC35	72.67'	60.50'	068°49'16"
CAC36	19.20'	39.50'	027°51'04"
CAC37	58.85'	67.46'	049°59'10"
CAC38	76.68'	48.89'	089°51'47"
CAC39	136.94'	60.50'	129°41'22"



P16FP00013

**FINAL PLAT
FOR
LA CHOLLA STATION
LOTS 1-35
AND BLOCK 1
COMMON AREA "A" (DRAINAGE AND LANDSCAPE)
COMMON AREA "B" (N.O.S.)
COMMON AREA "C" (PRIVATE STREETS &
PUBLIC SEWER)**

BEING A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 9, TOWNSHIP 13 SOUTH, RANGE 13 EAST
OF THE GILA AND SALT RIVER MERIDIAN

SITE



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