



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: February 20, 2018

Title: Final Plat (P17FP00015) Ventana Heights North Lot 1 and Common Area "A" (Private Streets) Assurance Agreement

Introduction/Background:

Final Plat process to create 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

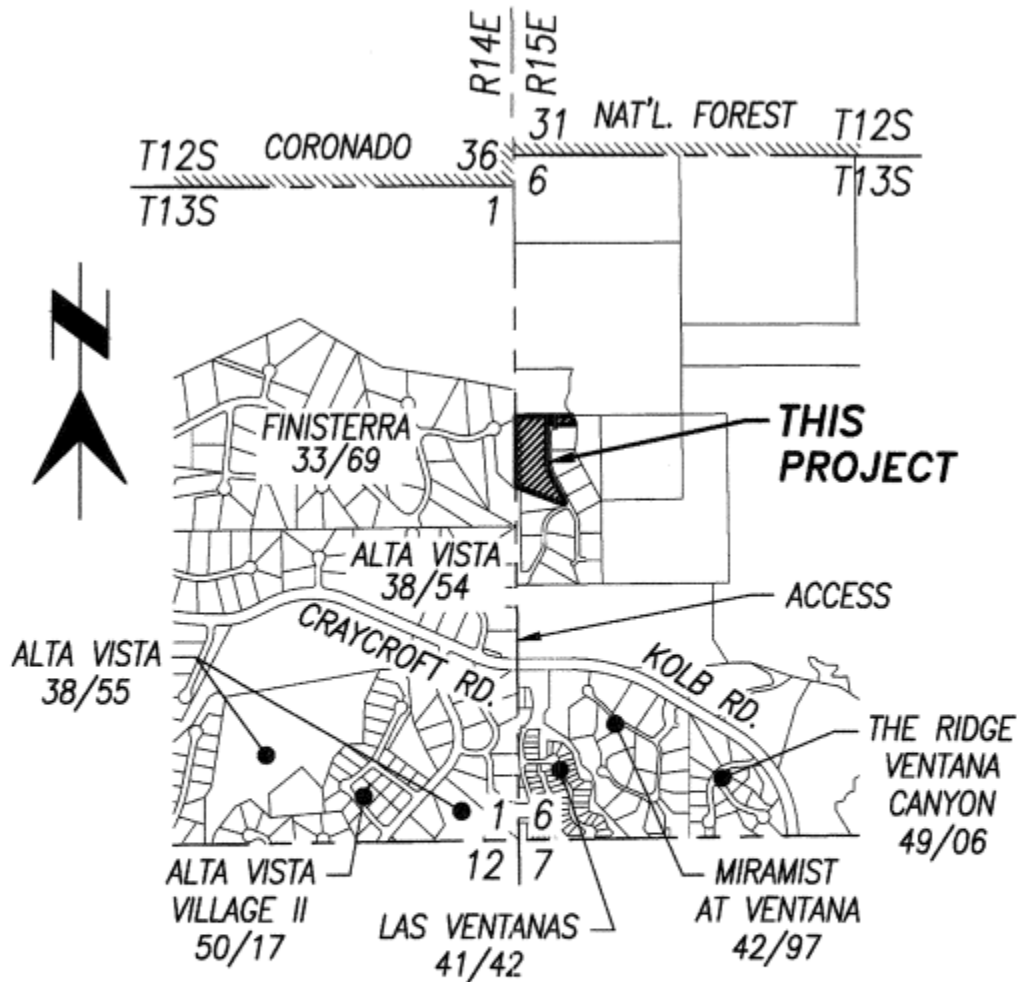
Contact: Mary Wright Telephone: 724-7576

Department Director Signature/Date: Lauren A. Ortega 1/30/18

Deputy County Administrator Signature/Date: [Signature] 1/30/18

County Administrator Signature/Date: C. R. [Signature] 1/31/18

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LOCATION MAP

THE NW 1/4 OF LOT 6 AND THE SW 1/4 OF LOT 5,
 IN SECTION 6, T-13-S, R-15-E
 GILA & SALT RIVER MERIDIAN,
 PIMA COUNTY, ARIZONA
 SCALE: 3"=1 MILE

Final Plat

P17FP00015

Ventana Heights North

Lot 1

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P17FP00015]

THIS AGREEMENT is made and entered into by and between ARIZONA ACQUISITION BUILDING GROUP, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 30,218; 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 VENTANA HEIGHTS NORTH, Lot 1 and Common Area "A" (Private Streets) 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: ARIZONA ACQUISITIONS BUILDING GROUP, LLC, an Arizona limited liability company

Chair, Board of Supervisors

By: ALBERT E. MOUSSA
Its: MANAGER/MEMBER

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No 30,218, and not in its corporate capacity

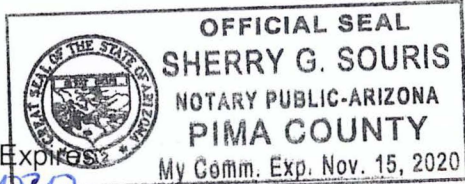
Clerk of the Board

By: Martha L. Hill

Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 29th day of JANUARY, 2018, by ALBERT E. MOUSSA as Manager/Member of ARIZONA ACQUISITIONS BUILDING GROUP, LLC, an Arizona limited liability company ("**Subdivider**"),

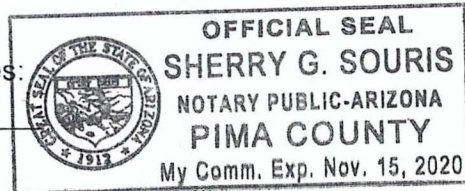


My Commission Expires: 11-15-2020

Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 29th day of JANUARY, 2018, by Martha L. Hill, Trust Officer of FIDELITY NATIONAL TITLE AGENCY, INC., ("**Trustee**"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 30,218.



My Commission Expires: 11-15-2020

Notary Public

ASSURANCES:

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 30,218 FROM FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS RECORDED AT SEQUENCE NO. _____, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: _____ DATE: _____
CHAIRMAN, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

ATTEST:

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

CLERK, BOARD OF SUPERVISORS

DEDICATION:

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE THE OWNERS AND 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, ASSIGNS, EMPLOYEES, OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, 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 PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

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

COMMON AREA "A" IS ALSO RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THE VENTANA HEIGHTS SUBDIVISION AND THE CCSAM PROPERTY OR FUTURE SUBDIVISION THEREOF.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AT SEQUENCE NO. _____ 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, PUBLIC SEWERS, AND PUBLIC AND PRIVATE EASEMENTS WITHIN THE SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE
UNDER TRUST NO. 30,218 ONLY AND NOT OTHERWISE.

BY: Marsha L Hill, TRUST OFFICER

STATE OF ARIZONA } S.S.
PIMA COUNTY

ON THIS, THE 8th DAY OF FEBRUARY, 2012, BEFORE ME PERSONALLY APPEARED, Marsha L Hill, WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 11-15-20

NOTARY PUBLIC
OFFICIAL SEAL
SHERRY G. SOURIS
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. Nov. 15, 2020

* PURSUANT TO SECTION 33-401, ARS, THE NAME AND ADDRESS OF THE BENEFICIARY AS DISCLOSED BY THE RECORDER OF SAID TRUST ARE AS FOLLOWS:

BENEFICIARIES OF TRUST NO. 30,218:
ARIZONA ACQUISITION BUILDING GROUP, L.L.C.
AN ARIZONA LIMITED LIABILITY COMPANY
6419 N. MIRA MIST WAY
TUCSON, AZ. 85750

RECORDING DATA:

SEQUENCE NO. _____
FEE _____

STATE OF ARIZONA } S.S.
PIMA COUNTY

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF JAS ENGINEERING ON THIS _____ DAY OF _____, 20____, AT _____ M. WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN.

F. ANN RODRIGUEZ, COUNTY RECORDER

BY _____
DEPUTY

GENERAL NOTES:

1. THE GROSS AREA OF THIS SUBDIVISION IS 3.91 ACRES.
2. THE TOTAL NUMBER OF LOTS IS 1.
3. TOTAL LENGTH OF NEW PRIVATE STREETS IS 0.11 MILES.
4. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED.
5. THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE WEST LINE OF THE NORTHWEST QUARTER OF LOT 6, SECTION 6, T-13-S, R-15-E. BEARING = N 00°35'03" W PER PIMA COUNTY DEPT. OF TRANSPORTATION SURVEY SECTION DRAWING NO. 1995-0605-01, DATED JUNE 5, 1995. THIS BEARING IS BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM - CENTRAL ZONE (1983).
6. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
7. THIS SUBDIVISION WILL BE SERVED BY PUBLIC SEWER.
9. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ONSITE: 0.27 ACRES.

PERMITTING NOTES:

1. ZONING IS SR.
2. GROSS DENSITY IS 0.26 RAC.
3. THIS PROJECT IS SUBJECT TO THE HILLSIDE DEVELOPMENT OVERLAY ZONE.
4. THERE WILL BE NO FURTHER SUBDIVISION OF LOTS WITHOUT THE APPROVAL OF PIMA COUNTY.

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. FOR PERIMETER PROPERTY BOUNDARY ONLY.

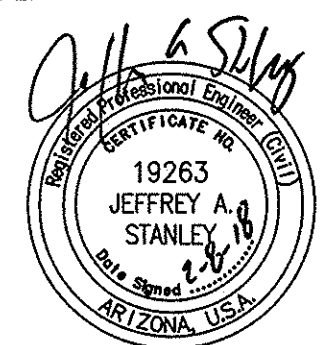
CHRIS E. MORRISON
REGISTERED LAND SURVEYOR
ARIZONA REGISTRATION NO. 26928



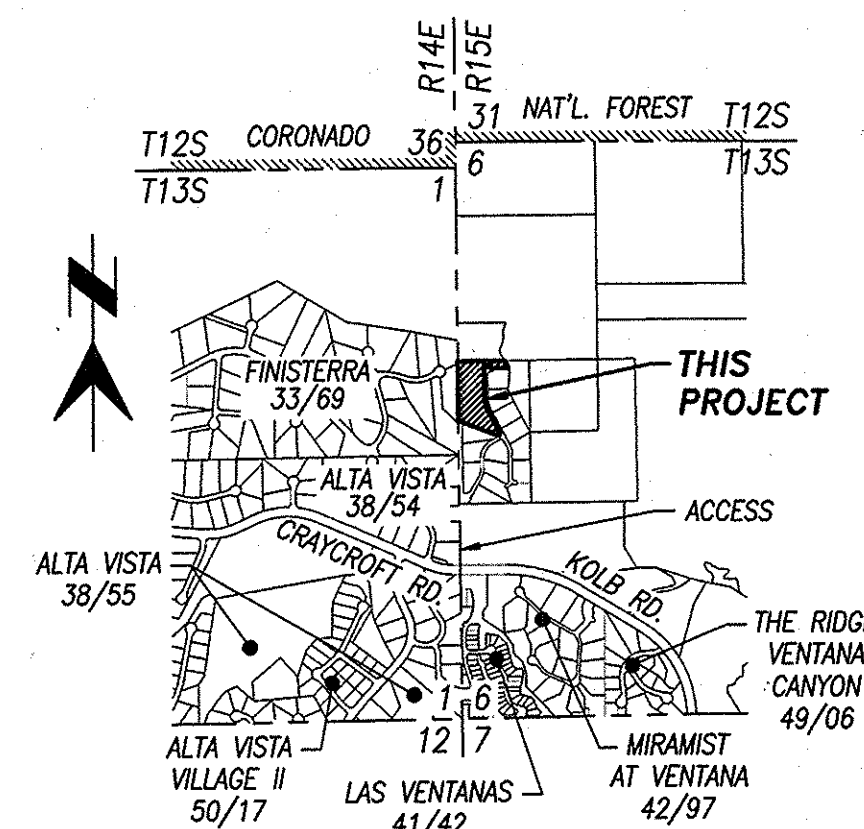
CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE INTERIOR LOTS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

JEFFREY A. STANLEY, P.E.
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATION NUMBER 19263



EXP. 6-30-2019



LOCATION MAP

THE NW 1/4 OF LOT 6 AND THE SW 1/4 OF LOT 5, IN SECTION 6, T-13-S, R-15-E, G&A & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SCALE: 3"=1 MILE

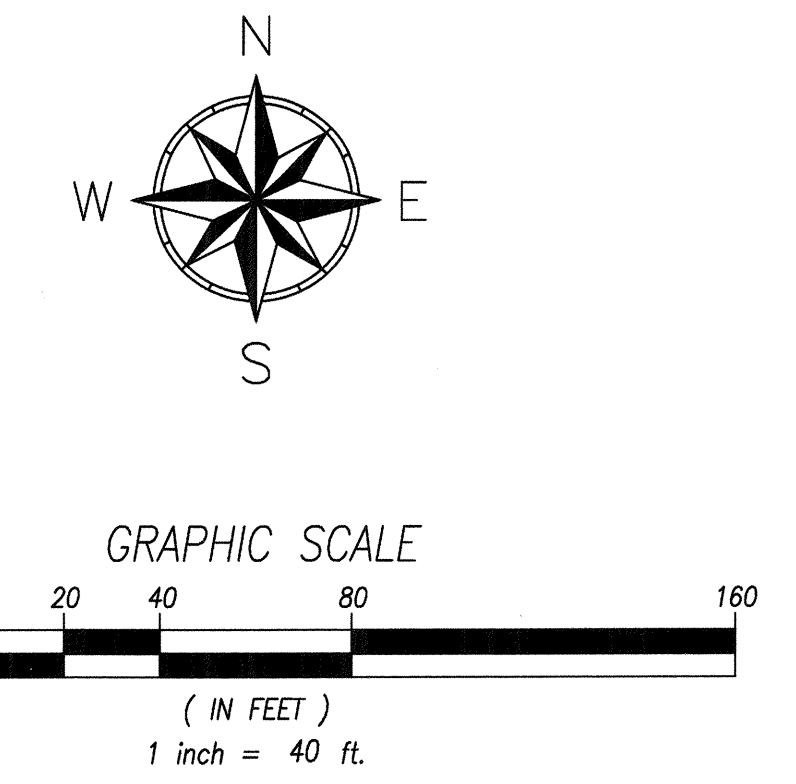
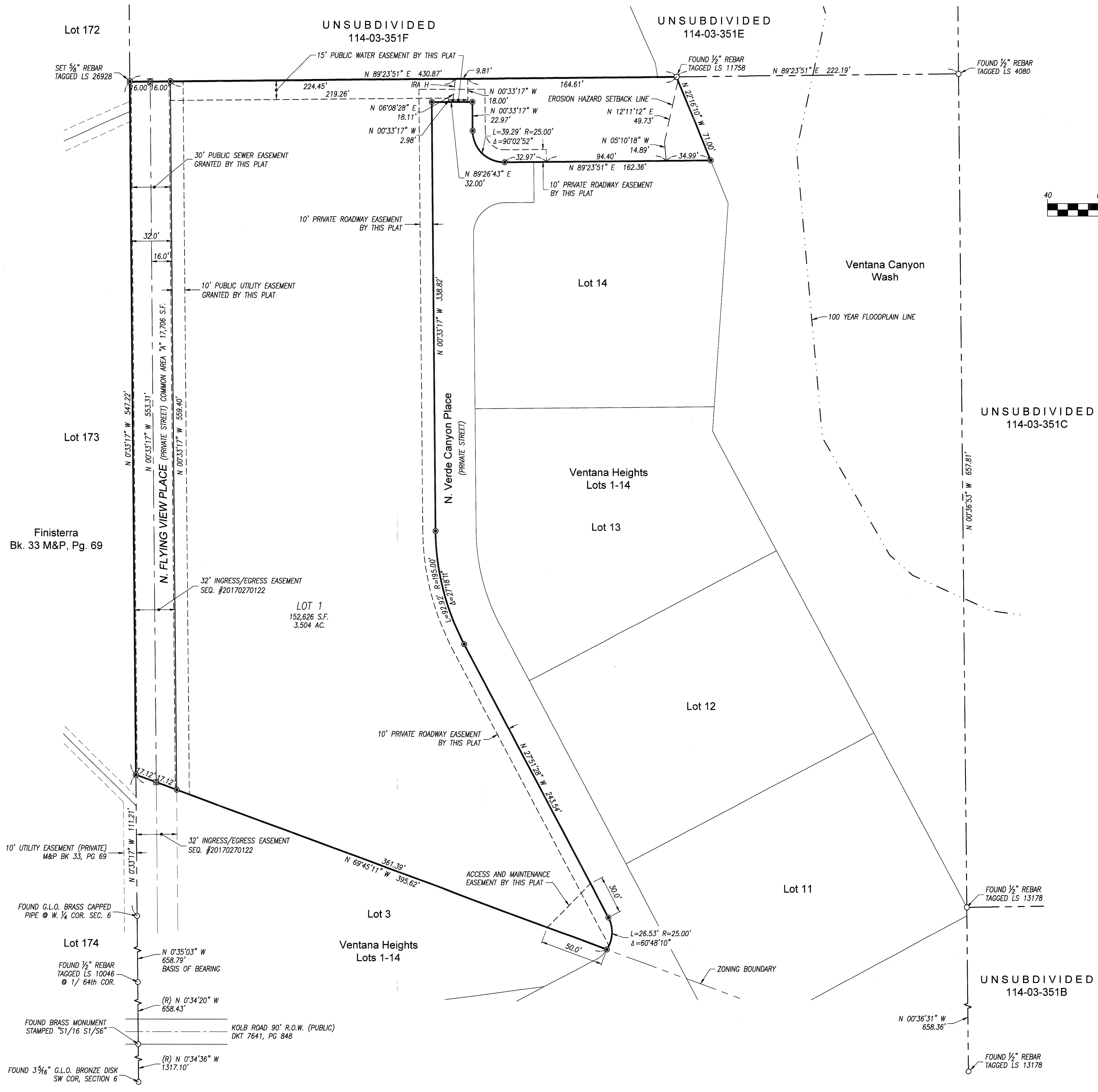
LEGEND

—	PROPERTY BOUNDARY LINE
- - - - -	PROPOSED LOT LINE
—+—+—+—	STREET RIGHT-OF-WAY LINE
—+—+—+—	CENTERLINE
- - - - -	EASEMENT LINE
- - - - -	EROSION HAZARD SETBACK LINE
- - - - -	100-YEAR FLOOD LINE
- - - - -	IRA HYDROMESORIPARIAN HABITAT
○	FOUND SURVEY MONUMENT (AS NOTED)
●	SURVEY MONUMENT TO BE SET (AS NOTED)
⊠	BRASS CAP SURVEY MONUMENT TO BE SET
⊠	10'x10' TEP EASEMENT (PRIVATE)
(R)	RECORD DATA PER PIMA COUNTY SURVEY #1995-0605-01
BCSM	BRASS CAP SURVEY MONUMENT
IR	IRON ROD
N&D	NAIL AND DISK
ACP	ALUMINUM CAP
ACE	ACCESS CONTROL EASEMENT

JAS ENGINEERING
P.O. BOX 1888 TUCSON, ARIZONA 85702
(520) 390-7920
STANLEY19263@MSN.COM

FINAL PLAT
FOR
VENTANA HEIGHTS NORTH
LOT 1
COMMON AREA "A" (PRIVATE STREETS)
A RESUBDIVISION OF VENTANA HEIGHTS, BOOK 58, PAGE 25
AND VENTANA HEIGHTS NORTH, SEQUENCE #20132940099
BEING A PORTION OF SECTION 6, T13S, R15E, G&SRM,
PIMA COUNTY, ARIZONA

SEQUENCE #



JAS ENGINEERING
 P.O. BOX 1888 TUCSON, ARIZONA 85702
 (520) 390-7920
 STANLEY19263@MSN.COM

FINAL PLAT
 FOR
VENTANA HEIGHTS NORTH
 LOT 1
 COMMON AREA "A" (PRIVATE STREETS)
 A RESUBDIVISION OF VENTANA HEIGHTS, BOOK 58, PAGE 25
 AND VENTANA HEIGHTS NORTH, SEQUENCE #20132940099
 BEING A PORTION OF SECTION 6, T13S, R15E, G&SRM,
 PIMA COUNTY, ARIZONA