



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 9/7/2021

*= Mandatory, information must be provided

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

***Title:**

FINAL PLAT (P20FP00012) NEW TUCSON UNIT 8 LOTS 262 & 364

***Introduction/Background:**

FINAL PLAT PROCESS TO CREATE 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: 724-6490

Contact: DAVID TAKAKI

Telephone: 724-9556

Department Director Signature: _____

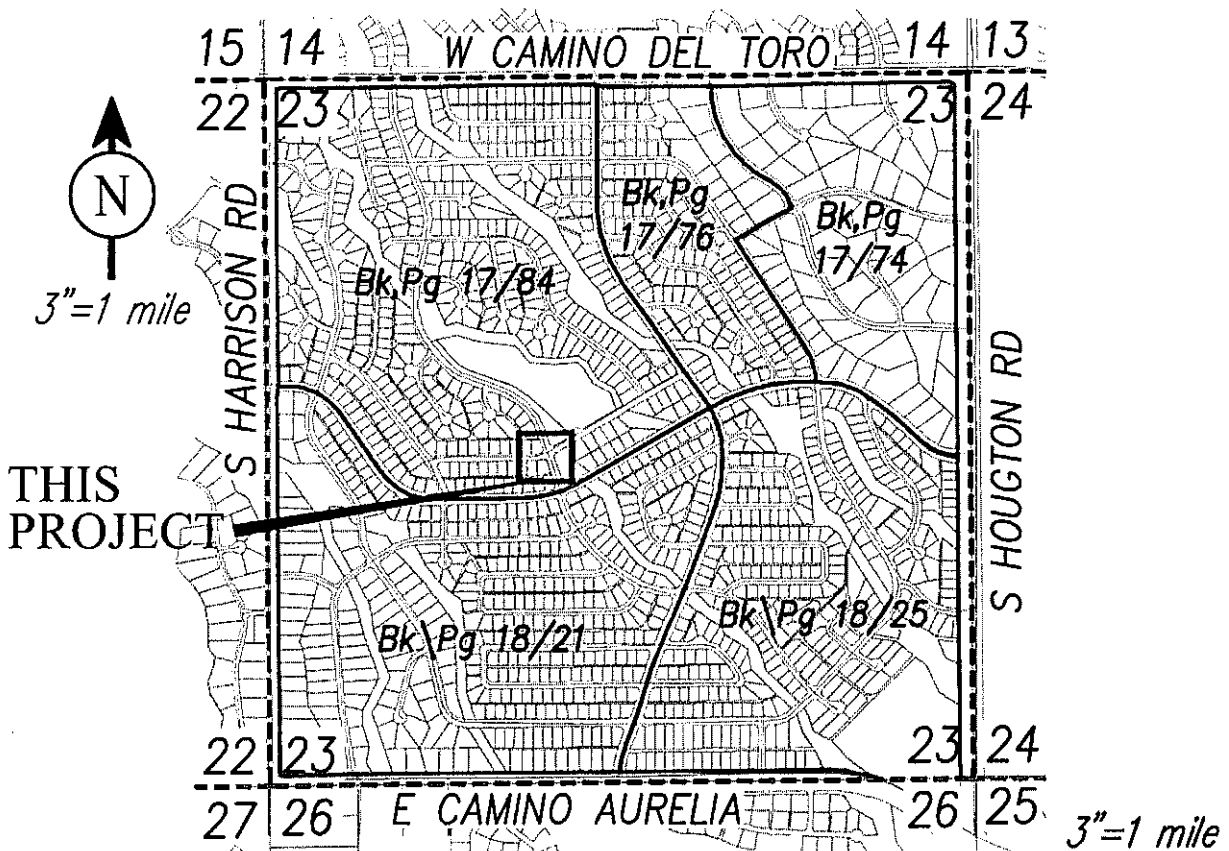
Date: 8/18/21

Deputy County Administrator Signature: _____

Date: 8/18/2021

County Administrator Signature: _____

Date: 8/19/21



VICINITY MAP

LOCATED IN A PORTION OF SECTION 23,
TOWNSHIP 17 SOUTH, RANGE 15 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF TUCSON, PIMA COUNTY, ARIZONA
LATITUDE: $31^{\circ}56'37''$ N, LONGITUDE: $-110^{\circ}47'19''$ W

P20FP00012

NEW TUCSON UNIT 8

LOTS 262 & 364

DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM THE ONLY PARTY HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND I CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

I, 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 SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, DAMAGE, INJURY, LOSS, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.

I HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS AND ROADS.

STEWART TITLE AND TRUST OF TUCSON, TRUST NO. 3759, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

BY: _____ DATE: _____

ACKNOWLEDGEMENTS

STATE OF ARIZONA) ss:
PIMA COUNTY)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF THE PURPOSE HEREON, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREON.

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

BENEFICIARY

THE BENEFICIARY OF STEWART TITLE AND TRUST OF TUCSON, TRUST NO. 3759, IS
AT PROPERTIES, L.L.C., AS ARIZONA LIMITED LIABILITY COMPANY
2801 E BROADWAY BLVD.
TUCSON, AZ 85716-5309

RECORDING

STATE OF ARIZONA) ss:
PIMA COUNTY)
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____ DAY OF _____, 20____, IN SEQUENCE NO. _____ PIMA COUNTY RECORDS

COUNTY RECORDER

DATE: _____
ASSURANCE: _____
I, CLARE CHAMBERLAIN, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THE _____ DAY OF _____, 20____.
BY: _____ DATE: _____
PIMA COUNTY, ARIZONA

ATTEST

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

CERTIFICATION

I HEREBY CERTIFY THAT THE REPLICATED INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS PREPARED UNDER MY DIRECTION.



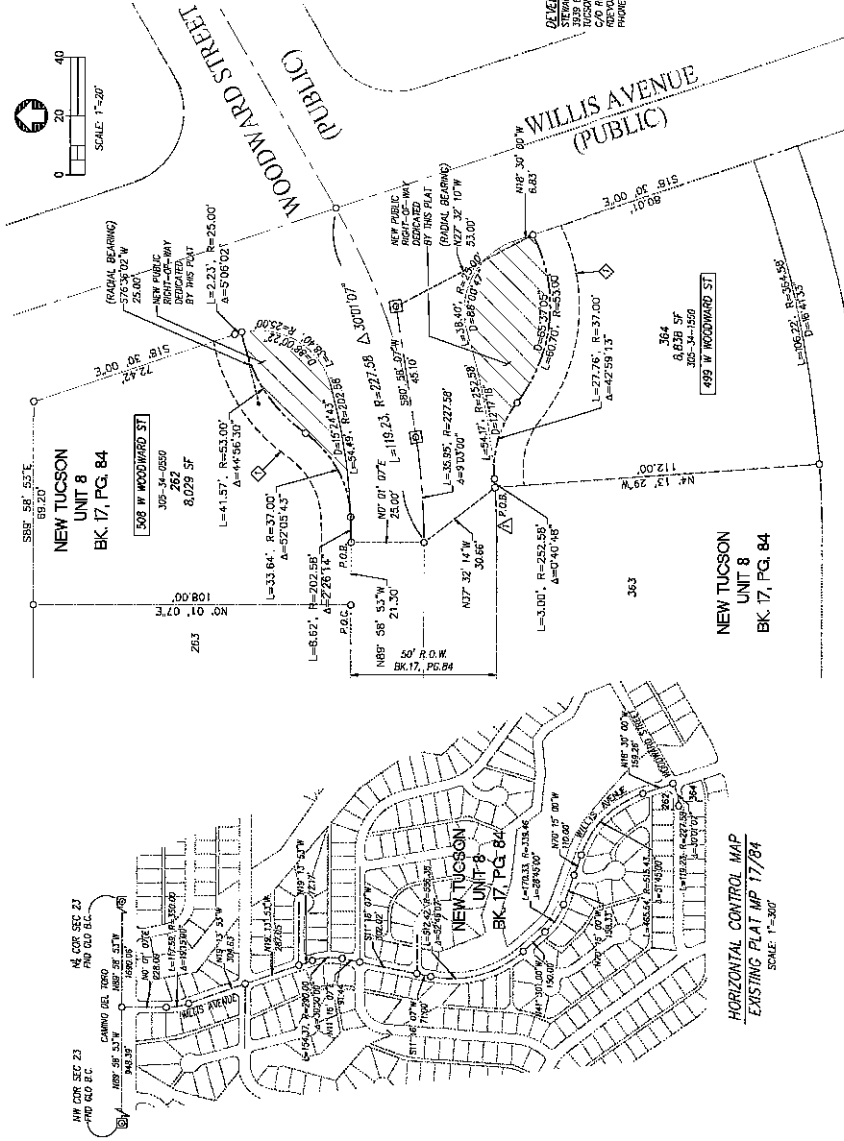
ANDREW M. CLARK, P.E. #1130

FINAL PLAT
FOR
NEW TUCSON UNIT 8 LOTS 262 & 364

A REPLAT OF LOTS 262, 364 AND A PORTION OF THE EXISTING RIGHT-OF-WAY AT WOODWARD STREET AND WILLIS AVENUE AS SHOWN IN NEW TUCSON, UNIT 8, AS RECORDED IN BOOK 17, PAGE 84 OF MAPS AND PLATS, RECORDS OF PIMA COUNTY, AZ. A PORTION WITHIN THE SOUTH HALF OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 15 EAST, 68SRM, PIMA COUNTY, AZ.

GENERAL NOTES

1. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
2. TOTAL WIDENESS OF NEW PUBLIC STREETS IS 60 FT.
3. TOTAL WIDENESS OF NEW PRIVATE STREETS IS 60 FT.
4. ZONING IS CR-3



EASEMENT NOTES

- 1. 10' PUBLIC UTILITY EASEMENT BY THIS REPLAT

RADIAL BEARING

- 1. N 4° 13' 29" W, 250.55' (FROM P.O.B.)

FINAL PLAT

FOR
NEW TUCSON UNIT 8 LOTS 262 & 364
A REPLAT OF LOTS 262, 364 AND A PORTION OF THE EXISTING RIGHT-OF-WAY AT WOODWARD STREET AND WILLIS AVENUE AS SHOWN IN NEW TUCSON, UNIT 8, AS RECORDED IN BOOK 17, PAGE 84 OF MAPS AND PLATS, RECORDS OF PIMA COUNTY, AZ.

PREPARED BY
PERRY ENGINEERING
401 WEST MONTGOMERY ROAD
TUCSON, AZ 85716
PHONE: 326.5013/3970

REFERENCE PLAT NUMBERS
P201P00012
P201P00008
SCALE: 1" = 20'

ADMINISTRATIVE SITE ADDRESS
1125 S. MCDONALD PLACE
TUCSON, AZ 85716

ADMINISTRATIVE SITE ADDRESS
1125 S. MCDONALD PLACE
TUCSON, AZ 85716

SEC. #

SHEET 1 OF 1

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P20FP00012

THIS AGREEMENT is made and entered into by and between NT Properties, LLC as Arizona Limited Liability Company or successors in interest ("Subdivider"), Stewart Title & Trust of Tucson, an Arizona corporation ("Trustee"), as trustee under Trust No. 3759; 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 New Tucson, Unit 8, Lots 262 & 364 a replat of Lots 262, 364 and a Portion of the Existing Right-of-way at Woodward Street and Willis Avenue as shown in New Tucson Unit 8, as Recorded in Book 17, Page 84 of Maps and Plats, Records of Pima County, AZ, 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

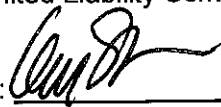
B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations; or

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 _____, 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA

SUBDIVIDER: NT Properties, LLC an Arizona
Limited Liability Company

Chair, Board of Supervisors

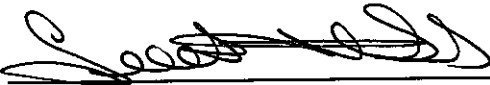
By:  Ken Silverman

Its: Managing Member _____

ATTEST:

TRUSTEE: Stewart Title & Trust of Tucson, an
Arizona corporation, as Trustee under Trust No
3759, and not in its corporate capacity

Clerk of the Board

By: 

Its: Trust Officer

STATE OF ARIZONA)

County of Pima)

The foregoing instrument was acknowledged before me this 11 day of
AUGUST, 2021, by Kenneth Silverman, Managing Member of
NT Properties LLC ("Subdivider"),
an Arizona corporation, on behalf of the corporation.

My Commission Expires:

8/28/2021

STATE OF ARIZONA)

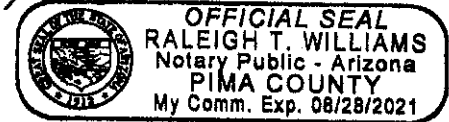
County of Pima)

The foregoing instrument was acknowledged before me this 10 day of
August, 2021, by Teresa M. Ives of
Stewart Title & Trust of Tucson ("Trustee"),
an Arizona corporation, on behalf of the corporation, as trustee under trust number 3759.

My Commission Expires:

Feb. 7, 2023

Notary Public



Notary Public

