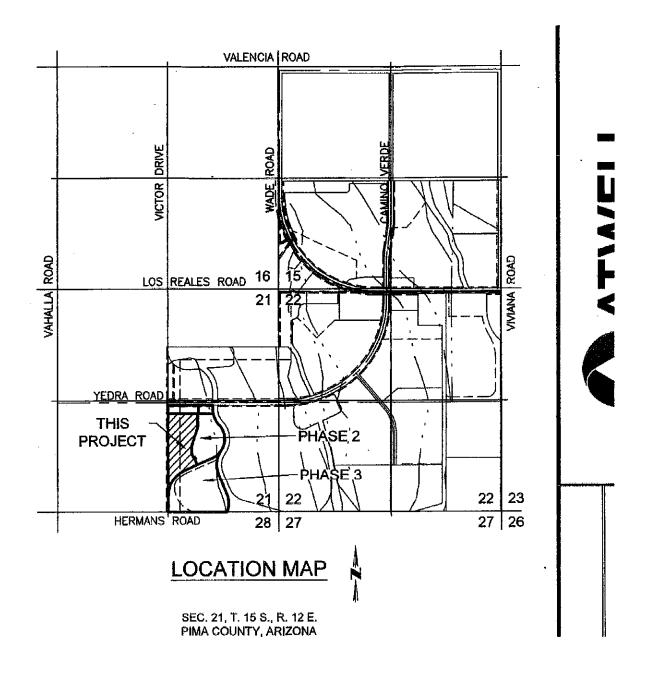


BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 10/18/2022

*= Mandatory, information must be provided

= inanuatory, information must be provided						
Click or tap the boxes to e	enter text. If not applicable, indicate	e "N/A".				
*Title:						
Final Plat (P22FP00011) Star Valley Block 3 Phas	e I Lots 1-126 Common Areas	"A" and "B"				
Introduction/Background:						
Final Plat Process to create a legally subdivided prop	perty					
*Discussion:						
N/A						
*Conclusion:						
N/A						
*Recommendation:						
Staff recommends approval						
*Fiscal Impact:						
N/A						
*Board of Supervisor District:						
	All					
Department: Development Services	Telephone: 724-6490					
Contact: Thomas Drzazgowski	Telephone: 724 -9522					
Department Director Signature:	26	Date: 9 19 22				
Deputy County Administrator Signature:		Date: 9/24/2022				
County Administrator Signature:	Pew	Date: 9 27 202				



STAR VALLEY BLOCK 3, PHASE 1

LOTS 1-126

COMMON AREA 'A' AND 'B'

BY:	NUMBER ITS AS REQUIRED (F ON STANDARDS) IN		ATE:
CHAIR, BOARD OF SU PIMA COUNTY, ARIZO	PERVISORS INA		
ATTEST:			
E, THAT THIS PLAT WAS APP?	CLERK OF THE BOA	IRD OF SUPERVISO RD OF SUPERVISO	ORS, HEREBY CER RS OF PIMA COUN
ARIZONA, ON THIS THE	_DAY OF	, 2022.	
BY: CLERK, BOARD OF SI PIMA COUNTY, ARIZO	UPERVISORS NA	_	DATE:
CERTIFICATION	OF SURVI	ΞY	
HEREBY CERTIFY THAT TO SUPERVISION AND THAT A EXIST, AND THEIR LOCATION	HIS PLAT REPRESEN LL BOUNDARY MONI ON, SIZE AND MATER	ITS A SURVEY MAI IMENTS INDICATE IAL ARE CORRECT	ILY SHOWN.
SURVEYOR: JAMES SOR P.L.S. 22202	ING	-	
CERTIFICATION HEREBY CERTIFY THAT TO EROSION HAZARO SETBAC MY SUPERVISION.	N OF ENGIN HE GEOMETRIC DES KS SHOWN ON THIS	EERING IGN, FLOOD PRON PLAT WERE PREF	
BY: TO MAKE THE W.C. OLSEN	<u> </u>		-4-
REGISTRATION NUMBER 16	9246		
RECORDING			
STATE OF ARIZONA	1	17.4	
COUNTY OF PIMA)ss)	,,,,,,	
THIS INSTRUMENT WAS FIL	LED FOR RECORD A	THE REQUEST O	۴
ON THIS DAY OF COUNTY RECORDS.	, 20, IN SE	QUENCE NO,	P BU
COUNTY RECORDER		- 1	DATE
HOME OWNER	S ASSOCIA	TION CON	SENT
STAR VALLEY MASTER HO	MEOWNERS ASSOC	ATION RATIFICATI	ON
BY THIS RATIFICATION G PRESIDENT OF THE STAR VALLEY MAS	REGERY R. 914 TER HOMEOWNERS	ASSOCIATION,	Y ELECTED
ACKNOWLEDGES THE RES	PONSIBILITIES DED	CATED HEREON.	
STAR VALLEY MASTER HO BY: A-r R MXVI		PATRICK.	
ns ParscoenT		_	
ACKNOWLEDGMENT		<u>-</u>	
STATE OF ARIZONA)		6	er selecurchi La secolati
COUNTY OF MARICOPA)			
ON THIS 22 to DAY OF	August	, 2022	
PERSONALLY APPEARED E	EFORE ME AND AC	CHOWLEDGED HIM	SELF TO BE
PERSONALLY APPEARED E THE PRESIDENT HOMEOWNERS ASSOCIATI FOR THE PURPOSES HERE	ON, AND AS BUCH A	GENT, EXECUTED	THIS INSTRUMENT
IN WITNESS WHEREOF, I S	ET MY HAND AND S	EAL.	
BY:	<u>-</u>		

ASSURANCE:

	-
	DEDICATION REVOYALL MEN BY THESE PRESENTS:
	I THE LINDERSIGNED, 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.
	ITHE UDDERSIGNED DO HEREN YALD MEMLESS PINA COUNTY AND FINA COUNTY FROM PROPERTY FOR PROPERTY FROM ANY AND ALL CAMBS FIND COMMAGES RELATED TO THE USE OF THE PROPERTY DEPICE OF THIS PLAT NOW AND ITHE FUTURE BY REASON OF FLOORING, FLOWAGE, EXCISION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINED.
	I HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS, ROADS, PARKS, DETENTION (DETENTION) BASINS, ALLEYS, AND DRAINAGE WAYS.
	I HEREBY DEDICATE AND CONVEY TO PIMA COUNTY FLOOD CONTROL DISTRICT ALL NATURAL CHANNELS AS SHOWN HEREON FOR THE PURPOSE OF MAINTENANCE AND FLOOD CONTROL.
	I HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTEANICE OF PUBLIC SEWERS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT
	COMMON ATTEA "A (PRIVATE DRABAGE AND OPEN SPACE) AND COMMON AREA SI- PRIVATE DRAMAGE AND LANDSCAPE SUPPETIVATION, ARE MESSES DECLARED AS COMMON AREAS FOR THE USE AND DEMETT OF THE STAR VALLEY MASTER HOMEOWNERS, ASSOCIATION, AS MORE PLULY SET FORTH IN THE SECONDITIONS AN ASSESTED THAT AREA STAR STAR STAR STAR STAR STAR STAR STA
•	DRAINGEWAYS, AND COMMON AREAS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE LISE AND CONNENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES, DIGNIAGE, AND FUBLIC SEWERS, TITLE TO THE LAND OF ALL OFFICIAL PROPERTY OF THE PUBLIC AND TH
	TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202055-S AND NOT OTHERWISE.
	TITLE SECURITY AGENCY LLC TR 202055-S 6306 E. TANGLIG VERDE ROAD, TUCSON, AZ 85715
	BY: chisalido
	TE: Butterized Signer
	STATE OF ARIZONA) SS
	COUNTY OF PIMA }
	ON THIS 14th DAY OF ANALYST 2022, BEFORE ME PERSONALLY APPEARED

Conclet Salcido WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, LIC. A DELAWARE LIMITED LIBRITY COMPANY, AS TRUSTEE LUNDER TRUST NO, 200555-8 AND NOT OTHERWINE, AND REPORT AUTHORIZED 90 TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 8/1/25



GENERAL NOTES THE GROSS AREA OF THIS SUBDIVISION

- THE BASIS OF BEARING: THE WEST LINE OF THE EAST HALF OF SECTION 21 BETWEEN FOUND MONUMENTS AS SHOWN HEREIN AND RECORDED IN STAR WALLEY MASTER BLOCK PLAT, BOOK SO OF MAPS AND PLATS AT PAGE 56. SAID BEARRING BEING: N 00"04"23" W A DISTANCE OF 3932.20 FEET.
- 3. TOTAL MILES OF NEW PUBLIC STREETS IS 1.04 MILES.
- THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

KEYNOTES

- THIS FINAL PLAT.
- 2) 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY AND ALL UTILITY COMPANIES BY THIS PLAT.
- 3 45 PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
- SS PUBLIC RIGHT-DF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
- (5) 48' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
- (6) SIGHT VISIBILITY TRIANGLE GRANTED TO PIMA COUNTY BY THIS PLAT.

PERMITTING NOTES

- 2. GROSS DENSITY IS 5.08 RAC (126 LOTS /24.76 ACRES)
- 3. AVERAGE LOT AREA PER DWELLING UNIT IS 6,467 SQ.FT.
- THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 1987-212 AS APPROVED ON 12/197 AND AMENDED BY ORDINANCE NO. 1982-101 AS APPROVED ON 1020/92 AND BY ORDINANCE NO. 1998-40 APPROVED ON 8/16/98.
- THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS: 1.) THE MAXIMMUM NUMBER OF RESIDENCES SHALL BE 7,065. (FOR BLOCKS 1-30)
- 5. DEVELOPMENT STANDARDS MINIMUM ALLOWABLE LOT SIZE IS 3,200 S.F.

- SFR-1
 MINIMUM YARD REQUIREMENTS
 PROMT 28 FT FOR ONE-FAMILY DWIFLIAMS
 OF BEST FOR DUPLEX EXCEPT REMAINING
 EXCE YARD MUST BE A MINIMUM OF 10 PT.
 REAR 29 FEET
- 2, BUILDING HEIGHT LIMITATIONS:
- MAXIMUM HEIGHT: 30 FT MAXIMUM NUMBER OF STORIES: 2
- SETBACKS FOR CORNER LOTS ARE EQUAL TO THE SIGHT VISIBILITY TRIANGLE OR THE ZONING DESIGNATION SETBACKS, WHICHEVER ARE GREATER.

ACCESSORY STRUCTURES
TO MAIN BUILDING: 7 FT TO MAIN BUILDING: 7 FT.
TO FRONT LOT LINE: 10 FT.
TO SIDE LOT LINE: 2 FT.
TO FLEAR LOT LINE: 2 FT.
MAXIMUM HEIGHT: 24 FT.

"THE REAR YARD SETBACK CAN BE REDUCED TO 10 FEET WITH APPROVAL FROM THE PLANNING OFFICIAL.

- ALL 100-YEAR FEMA FLOODPLAINS ARE CONTAINED WITHIN THE EXISTING, OFFSITE PUBLIC DRAINAGEWAY.
- NO LANDSCAPING OR IMPROVEMENTS ARE TO BE CONSTRUCTED OR MAINTAINED BETWEEN THIRTY INCHES (30) TO SEVENTY TWO INCHES (72) IN HEIGHT ABOVE ADJACENT CURB WITHIN ALL SITE VISIBILITY TRIANGLES.

ENGINEER

CYL CONSULTANTS, INC. 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 CONTACT: MATT OLSEN PHONE: (602) 284-6831

SURVEYOR ATWELL, LLC 4700 E. SOUTHERN AVENUE MESA, ARIZONA 85206 CONTACT; JIM SPRING

PHONE: (480) 218-8831

OWNER

TITLE SECURITY AGENCY LLC TR 202055-S 6390 E. TANQUE VERDE ROAD, TUCSON, AZ 85715

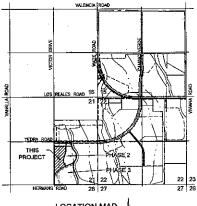
DEVELOPER

GAC STAR VALLEY, LLC 6720 N SCOTTSDALE ROAD, STE 250 SCOTTSDALE, ARIZONA 85253 CONTACT: GREG MOHL PHONE: (520) 241-1834

BENEFICIARY LGI HOMES ARIZONA, LLC 9105 E, CAMINO DR SUITE 118

SHEET INDEX

COVER SHEET/NOTES INDEX DRAWING PLAN SHEETS SYT EASEMENT DETAILS SHEET 1: SHEET 3-4:



LOCATION MAP

SEC, 21, T. 15 S., R. 12 E. PIMA COUNTY, ARIZONA G. & S.R.B. & M. SCALE: NTS

LEGEND

SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)

FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION (UNLESS OTHERWISE NOTED)

CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB (UNLESS OTHERWISE NOTED)

CORNER OF THIS SUBDIVISION - SET SURVEY MARKER (UNLESS OTHERWISE NOTED)

SIGHT VIBIBILITY TRIANGLE EASEMENT SIDEWALK AND PUBLIC UTILITY EASEMENT S.W.U.E.

PUBLIC UTILITY EASEMENT P.U.E.

VNAF VEHICLE AR NON ACCESS FASEMENT

AC. ACRES

C1 **CURVE NUMBER**

L1

APN ASSESSOR PARCEL NUMBER

RW

ĖΥ EXISTING P.C.R PIMA COUNTY RECORDER

CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB (UNLESS OTHERWISE NOTED)

PROPERTY CORNER
1/2' REBAY TO BE SET WITH YELLOW PLASTIC CAP
PLS 22222 AT COMPLETION OF GRADING
IMPROVEMENTS

S.F. SQUARE FEET

(1) DOC DOCUMENT NUMBER

ESMT EASEMENT

PAR PATFOR
STAR VALLEY BLOCK , PHASE 1

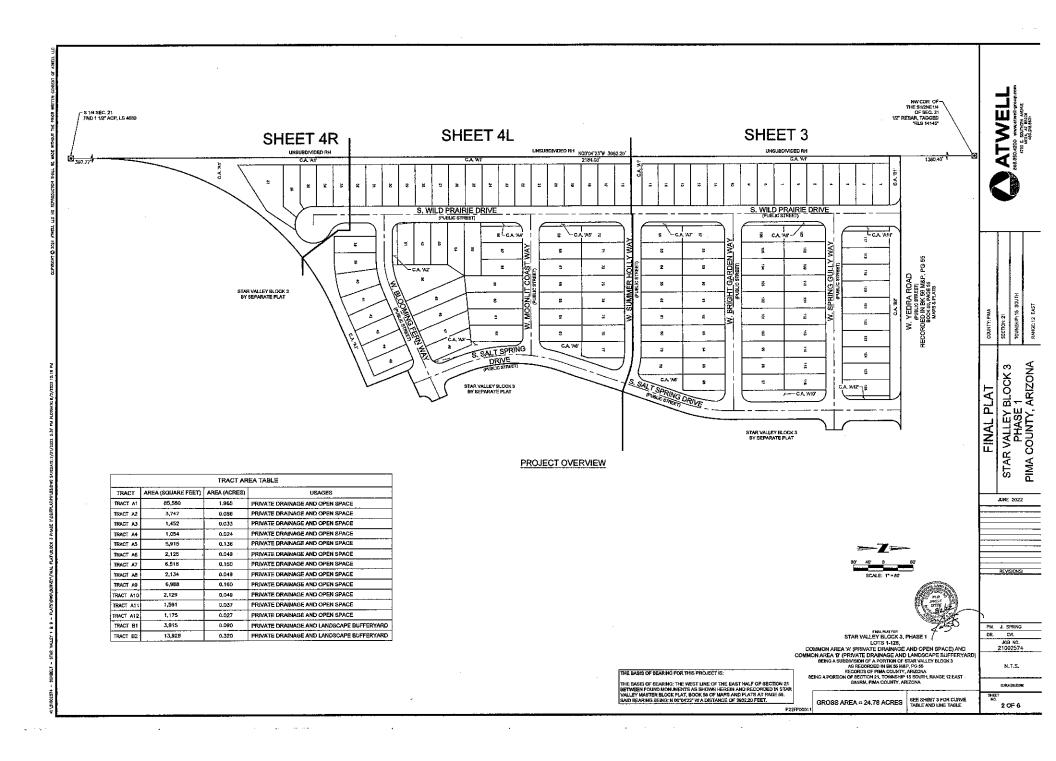
COMMON AREA 'A' (PRIVATE DRAINAGE AND OPEN SPACE) AND
COMMON AREA 'A' (PRIVATE DRAINAGE AND OPEN SPACE) AND
COMMON AREA '8' (PRIVATE TRAINAGE AND LANDSCAPE BUFFERVARD)
BEING A SUBDIVISION OF A PORTON OF STAR VALLEY BLOCK 3

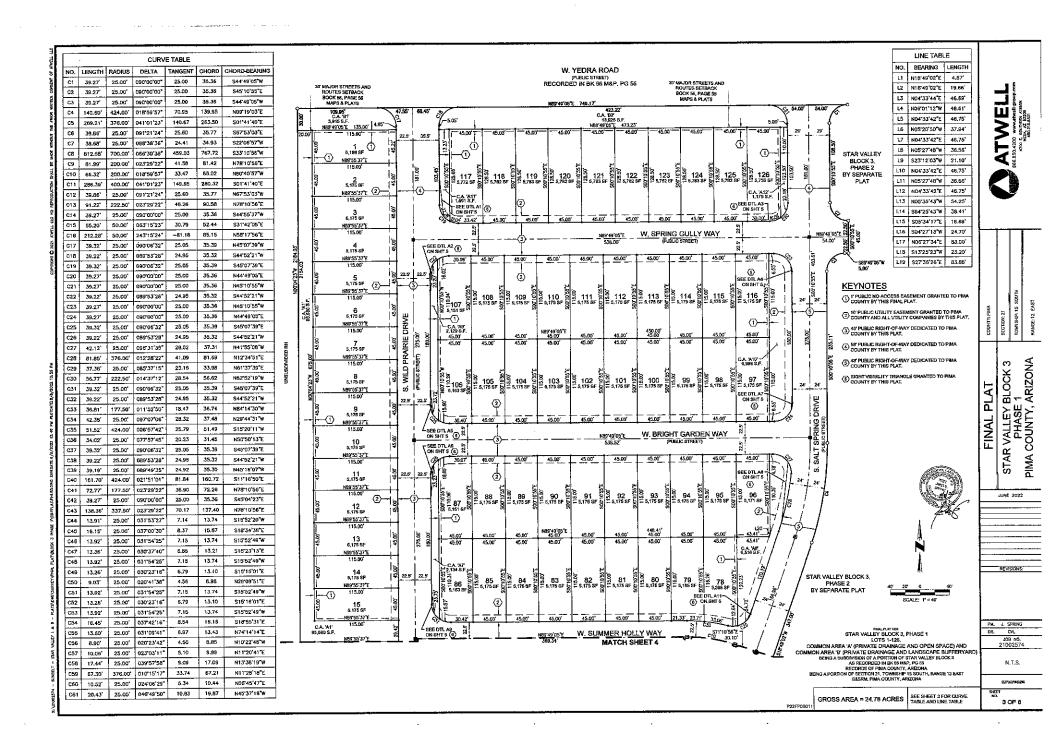
REDOGEO FOR MACQUINT, 'ARED MA
BEING A PORTION OF SECTION 31, TOWNERS IN ARED MA

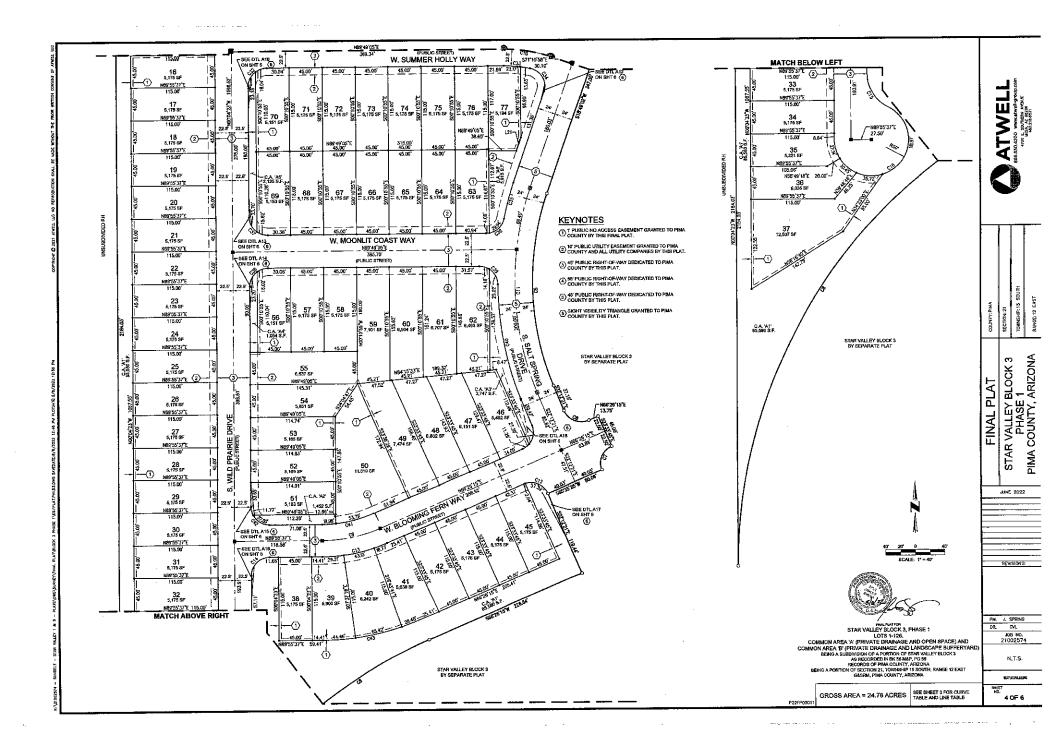
GROSS AREA = 24.78 ACRES SEE SHEET 3 FOR CURVE

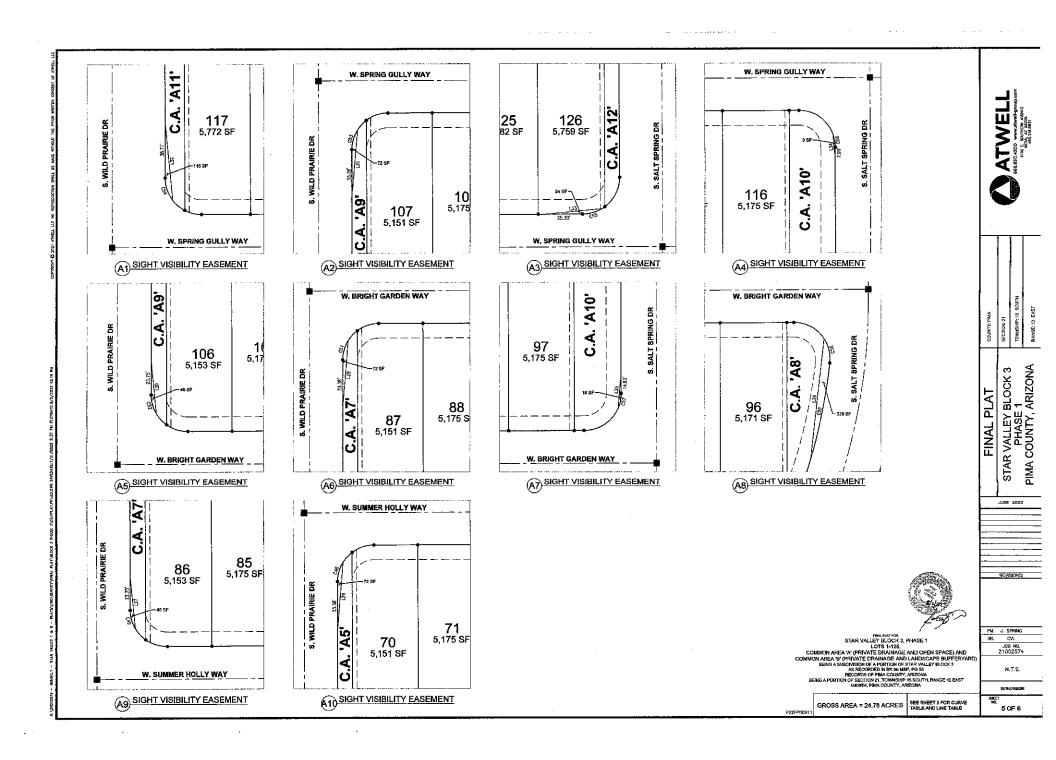
ATWEL

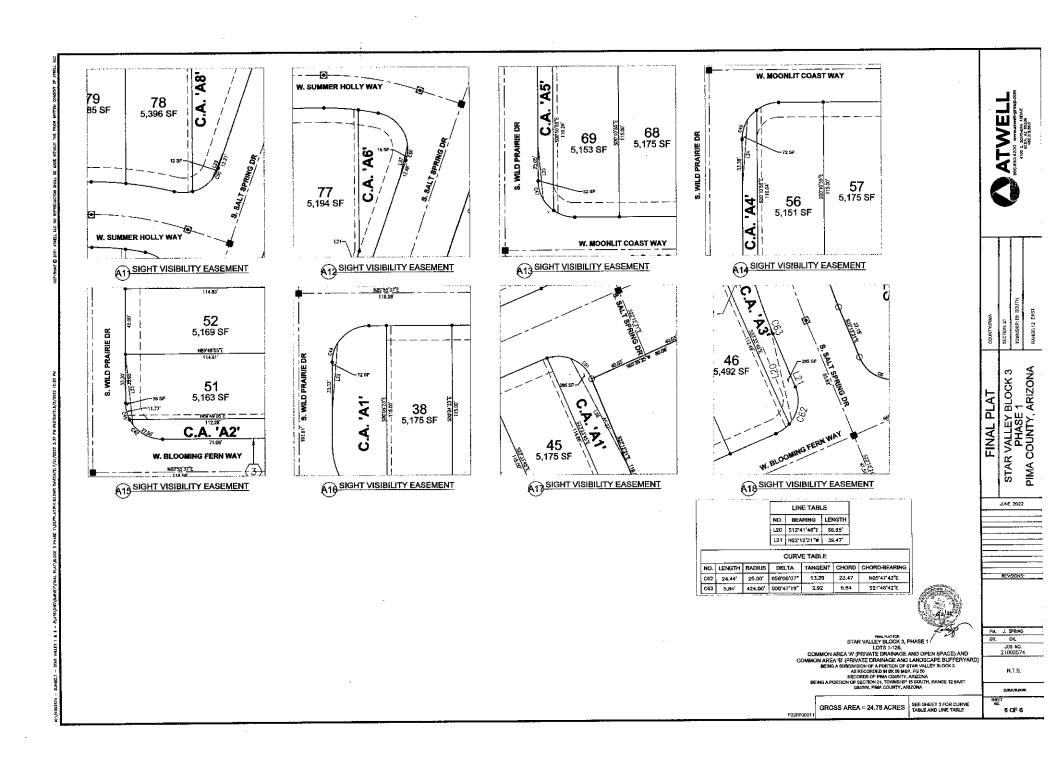
HINDS SI SHISH COUNTY: PIMA SECTION: 21 STAR VALLEY BLOCK 3 PHASE 1 PIMA COUNTY, ARIZONA PLAT FINAL JUNE 2022 REVISIONS: PM. J. SPRING DR. CVL JOB NO 21002574 N.T.S. EFLUNERUS 10F6











ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P22FP00011

THIS AGREEMENT is made and entered into by and between <u>LGI Homes-Arizona</u>, <u>LLC</u>, a <u>Arizona limited liability company</u> or successors in interest ("Subdivider"), <u>Title Security Agency</u>, <u>LLC</u>, a Delaware limited liability company ("Trustee"), as trustee under Trust No. <u>202055-S</u>; 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 prop	erty which is	the subject of the		
subdivision plat ("the Subdivision Plat") identified as Star Valley Bloc	k 3, Phase 1 I	ots 1-126,Common		
Area 'A' (Private Drainage and Open Space) and Common Area 'B'	(Private Drain	nage and Landscape		
Bufferyard) recorded in Sequence number	on the	day of		
, 2022, 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 inlieu 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 replat 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 eff 2022, which is the date of approval of this agreement	
PIMA COUNTY, ARIZONA	SUBDIVIDER: LGI Homes-Arizona, LLC, a Arizona limited liability company LGI Homes Group, LLC, an Arizona limited liability company
Chair, Board of Supervisors	By: Kick Tagrien Its: Officer
ATTEST:	
Clerk of the Board	TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust N. 202055-S, and not in its corporate capacity
	By: Saleido
	Its: Authorized Signer
STATE OF ARIZONA) County of Pima) The foregoing instrument was acknowledged before the control of the county of Pima) LGI Homes Group, LLC, an Arizona limited liability LLC ("Subdivider"), an Arizona limited liability company, on behalf of the county of the count	recompany, as Manager of LGI Homes-Arizona ne corporation.
Not Maricopa My Comm.	Notary Public c Berman any Public County, Arizona Expires 02-18-25 sion No. 596962
The foregoing instrument was acknowledged beforegoing instrument was acknowledged beforegoing. Title Security Agency, LLC ("Trustee"), a Delaware limited liability company, on behalf of t 202055-S.	
My Commission Expire Commission Expires February	Notary Public