



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 3/1/2022

*= Mandatory, information must be provided

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

***Title:**

FINAL PLAT (P21FP00010) NEW TUCSON UNIT 8 LOTS 226-256, 285-286, 289, 330-331, COMMON AREA A AND LOTS TO REAMIN AS ORIGINALLY PLATTED INCLUDE LOTS 282-284, 287-288, 332-338 AND 363-364

***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: THOMAS DRZAZGOWSKI

Telephone: 724-9522

Department Director Signature:

Joseph Gutz

Date:

2/8/2022

Deputy County Administrator Signature:

[Signature]

Date:

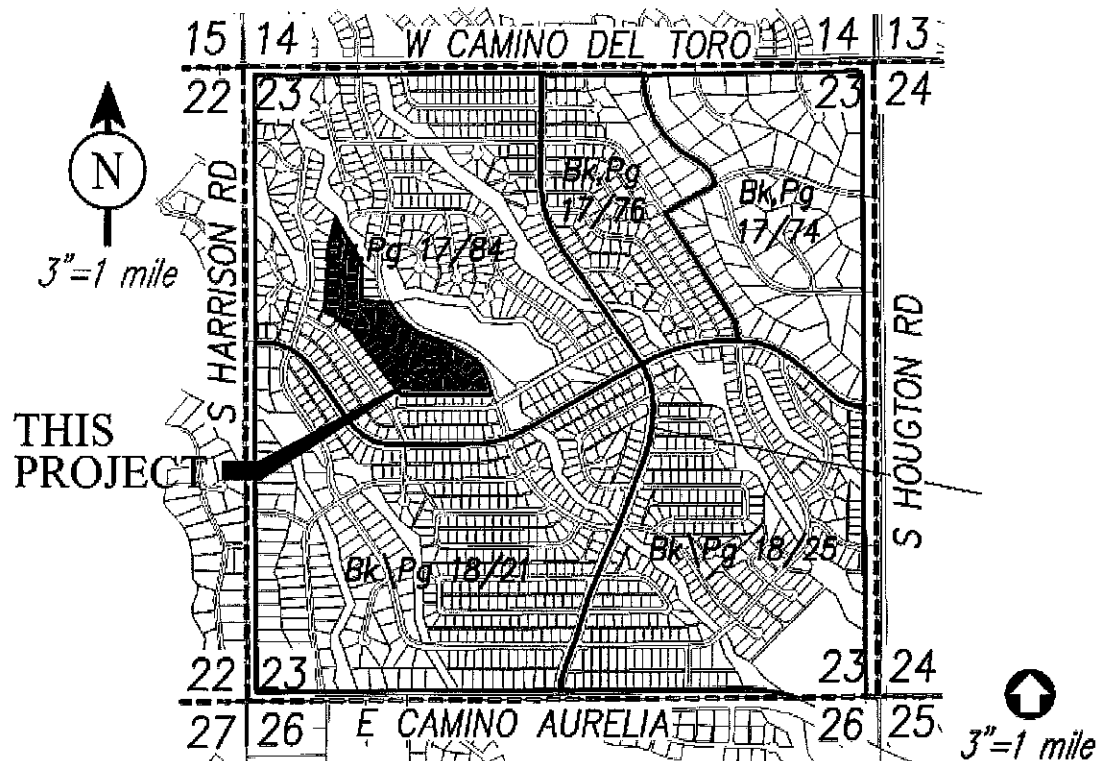
2/9/2022

County Administrator Signature:

[Signature]

Date:

2/9/2022



VICINITY MAP

LOCATED IN A PORTION OF SECTION 23,
TOWNSHIP 17 SOUTH, RANGE 13 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN,
PIMA COUNTY, ARIZONA

P21FP00010

NEW TUCSON UNIT 8

LOTS 226-256, 285-286, 289, 330-331,
COMMON AREA A AND LOTS TO REAMIN AS
ORIGINALLY PLATTED INCLUDE
LOTS 282-284, 287-288, 332-338 AND 363-364

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 DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOODAGE, EROSION, 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.

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 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. COMMON AREA "A" IS GRANTED AS A PUBLIC EASEMENT TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

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 UNDER SEQUENCE NUMBER 2005131002, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

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

BY: Stewart Title and Trust of Tucson DATE: 1/19/22

ACKNOWLEDGEMENTS

STATE OF ARIZONA) ss:
PIMA COUNTY)

ON THIS 19 DAY OF JANUARY, 2022, BEFORE ME PERSONALLY APPEARED Stewart Title and Trust of Tucson, a duly authorized agent of the TRUST BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREOF.

NOTARY PUBLIC: John J. Owen MY COMMISSION EXPIRES: 8-1-29

BENEFICIARY

THE BENEFICIARY OF STEWART TITLE AND TRUST OF TUCSON, TRUST NO. 3759, IS

MY PROPERTIES, LLC, AS ARIZONA LIMITED LIABILITY COMPANY
2801 E BROADWAY BLVD.
TUCSON, AZ 85718-5308

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

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 3759 FROM STEWART TITLE AND TRUST OF TUCSON AS RECORDED IN 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: CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA DATE

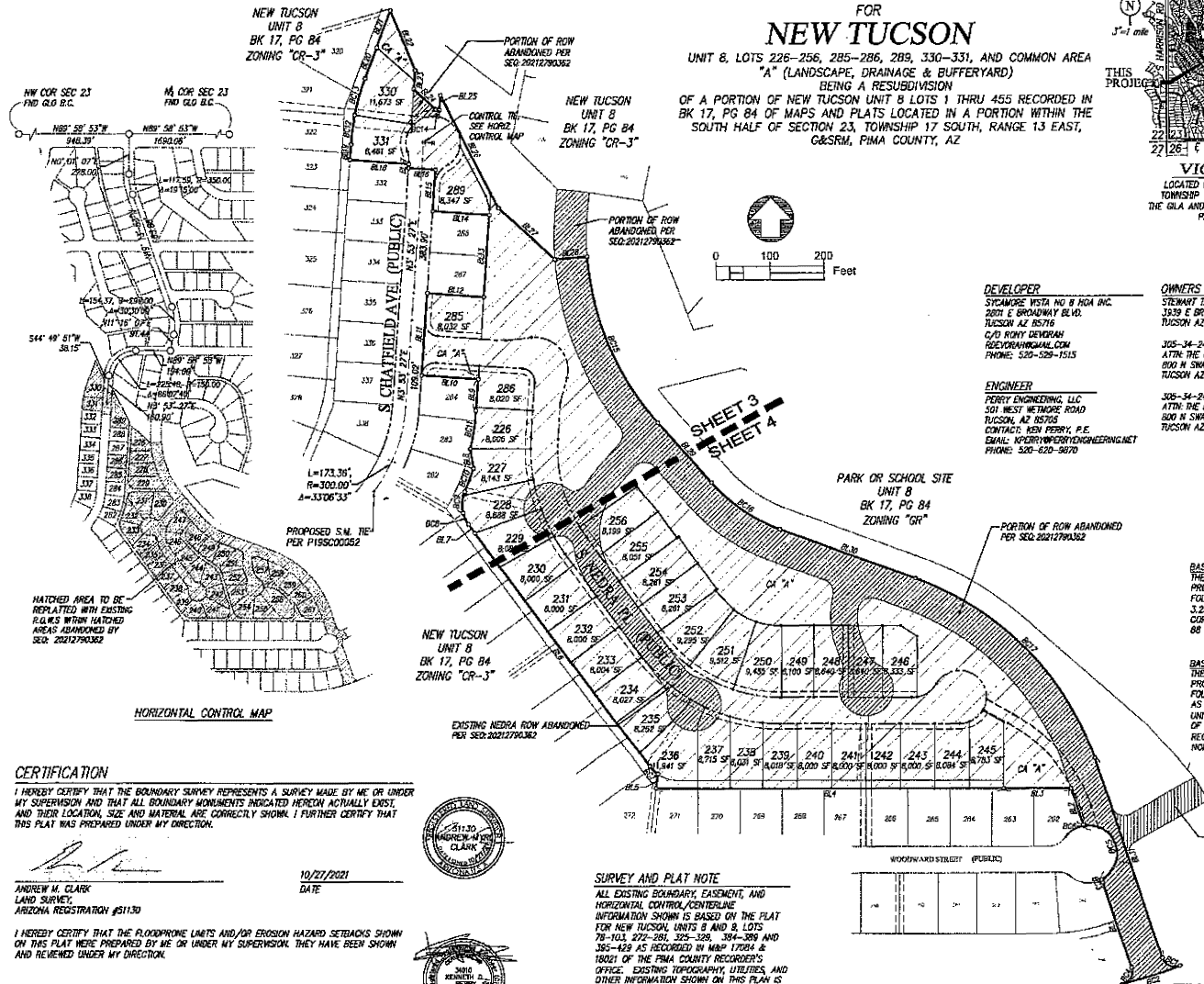
ATTEST

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 THE DAY OF _____, 20____.

CLERK, BOARD OF SUPERVISORS DATE

GENERAL NOTES

1. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS MAKING AN ASSURED WATER SUPPLY.
2. TOTAL MILES OF NEW PUBLIC STREETS IS 0.39 MILES.
3. TOTAL MILES OF NEW PRIVATE STREETS IS 0.00 MILES.
4. ZONING IS CR-3



FINAL PLAT FOR NEW TUCSON

UNIT 8, LOTS 226-256, 285-286, 289, 330-331, COMMON AREA "A" (LANDSCAPE, DRAINAGE & BUTTERYARD) AND LOTS TO REMAIN AS ORIGINALLY PLATTED INCLUDE LOTS 302-284, 297-298, 332-338 AND 353-364

A PORTION OF NEW TUCSON UNIT 8 LOTS 1 THRU 455 RECORDED IN BK 17, PG 84 OF MAPS AND PLATS LOCATED IN A PORTION WITHIN THE SOUTH HALF OF SECTION 23, TOWNSHIP 17 SOUTH RANGE 13 EAST, G&SRM, PIMA COUNTY, AZ

ADMINISTRATIVE SITE ADDRESS:
1093 S. CHATELAIN AVE.
TUCSON, AZ 85718

PERRY ENGINEERING
501 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

P21FP00010
NOTICE: PLAT NUMBERS
MP 17/84
MP 18/21
G-2005-001
P201FP00001

SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 NOTES, SECTIONS AND TABLES
SHEETS 3-4 FINAL PLAT SHEETS
SHEET 5 RUPARIAN HABITAT DELINEATION

GENERAL NOTES

- THE GROSS AREA OF THIS REPEAT IS 646,734 SF. OR 14.84 ACRES.
- COMMON AREAS INFORMATION: "A" (251,600 SF, 5.77 AC.) LANDSCAPE, DRAINAGE & BUFFER YARD
- BLOCK AREAS INFORMATION: "F" (8,000 SF, 0.18 AC.)
- ZONING IS OR-3
- THE DEVELOPER WILL GOVERNMENT TO HOLD PIMA COUNTY, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- THE NUMBER OF REPEATED LOTS IS 36, THE GROSS DENSITY IS (2.43 RAC).
- TOTAL MILES OF NEW PUBLIC INTERNAL SUBDIVISION STREETS IS 0.39 MILES.
- NO FURTHER SUBDIVISION OF ANY LOTS SHOWN HEREON WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF PIMA COUNTY.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND LOCATION OF ALL DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- THE AREA BETWEEN THE 100-YEAR FLOOD LIMIT REPRESENT AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- THE WATER COMPANY THAT WILL SERVE THIS SUBDIVISION IS TUCSON WATER.
- MATERIAL WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH SIGHT VISIBILITY PER PIMA COUNTY SUBDIVISION AND DEVELOPMENTS STREET STANDARDS (12.4.2).
- UNIT B TOTAL RIPARIAN "C" AREA: 1,782,118 SF OR (40.9 ACRES)
- DISTURBED RIPARIAN AREA THIS PROJECT (8.43): 48,976 SF (1.12 ACRES)
- IN-LIEU FEE CALCULATION: 1.12 ACRES X XC MITIGATION FEE OF \$14,000.00 PER ACRE = \$15,680.00 MITIGATION IN-LIEU FEE

LEGEND

① FIND BRASS CAP SURVEY MONUMENT (BCSM).

② SET 1/2" IRON PIN, TAGGED TELS 12537.

● FOUND AS NOTED.

③ LOT CORNERS TO BE SET BY AN RLS.

④ LINE ENDPOINTS ALONG FLOODPLAIN AND EHS LINES

⑤ 2" BCSM PER PAC #103 TO BE SET BY AN RLS.

★ CORNER LOT ACCESS LOCATION

----- BOUNDARY

----- RIGHT OF WAY

----- CENTER LINE

----- NEW EASEMENT LINE

----- NEW LOT LINE

----- EX. EASEMENT LINE

----- 100 YR. FLOOD PRONE LINE

----- EROSION HAZARD SETBACK LINE

////// AREAS TO BE GRANTED (AS DESCRIBED)

////// AREA OF REPEAT (COVER)

----- R.O.W. ABANDONMENT BY SEPARATE INSTRUMENT

Line #	Length	Direction
L1	11.68	S2 53° 27' W
L2	110.48	N81° 24' 49" W
L3	61.26	N20° 23' 59" E
L4	83.14	S48° 47' 22" E
L5	15.88	S3 53° 27' W
L6	394.53	N18° 30' 00" W
L7	32.79	S18° 30' 00" E
L8	109.45	N86° 00' 17" W
L9	29.31	N3 53° 27" E
L10	137.88	N03° 30' 00" E
L11	120.00	S36° 30' 00" E
L12	168.78	S18° 30' 00" E
L13	4.20	S81° 24' 49" E
L14	47.83	N2 53° 27" E
L15	105.00	N88° 08' 33" W
L16	11.76	S3 47° 00" W
L17	120.00	S36° 30' 00" E
L18	57.09	S50° 17' 23" E
L19	60.00	S36° 30' 00" E
L20	52.40	N3 53° 27" E

Line #	Length	Direction
L81	125.00	S0° 01' 07" W
L82	84.00	S89° 58' 53" E
L83	64.00	N89° 58' 53" W
L84	125.00	S0° 01' 07" E
L85	64.00	S89° 58' 53" W
L86	64.00	N89° 58' 53" W
L87	125.00	S0° 01' 07" W
L88	46.11	S89° 58' 53" E
L89	64.50	N89° 58' 53" W
L90	128.50	S0° 01' 07" W
L91	63.50	N89° 58' 53" W
L92	128.31	S0° 01' 07" E
L93	44.26	S60° 17' 23" E
L94	114.32	S0° 01' 07" W
L95	53.58	N89° 58' 53" W
L96	135.50	N0° 01' 07" E
L97	33.64	S89° 58' 53" E
L98	35.43	S56° 26' 19" E
L99	135.00	N0° 01' 07" E
L100	64.00	S89° 58' 53" E

Line #	Length	Direction
L21	105.00	S86° 08' 33" E
L22	77.41	S3° 09' 02" W
L23	81.00	N86° 05' 33" W
L24	25.00	S3 53° 27" W
L25	105.00	N86° 05' 33" W
L26	135.00	S36° 02' 45" W
L27	80.00	S86° 05' 33" E
L28	52.65	N3 53° 27" E
L29	80.00	S86° 05' 33" E
L30	42.87	S18° 30' 00" E
L31	52.55	S3 53° 27" W
L32	52.03	S60° 17' 23" E
L33	8.37	N3 53° 27" E
L34	105.00	S86° 05' 33" E
L35	46.97	S3 53° 27" W
L36	112.08	N89° 58' 53" W
L37	125.20	S89° 58' 53" E
L38	89.18	N3 53° 27" E
L39	37.83	N9° 10' 42" W
L40	135.25	S77° 25' 23" W

Line #	Length	Direction
L101	84.00	N89° 58' 53" W
L102	135.00	N0° 01' 07" E
L103	84.00	S89° 58' 53" E
L104	84.00	N89° 58' 53" W
L105	80.00	N89° 58' 53" W
L106	135.00	N0° 01' 07" E
L107	80.00	S89° 58' 53" E
L108	2.78	N89° 58' 53" W
L109	135.00	N18° 35' 27" E
L110	2.78	S89° 58' 53" E
L111	45.12	S63° 10' 10" W
L112	12.58	N36° 30' 00" W
L113	134.19	N53° 30' 00" E
L114	45.55	N86° 06' 33" W
L115	50.21	S47° 12' 54" E
L116	135.50	N0° 01' 07" E
L117	19.52	N3 53° 27" E
L118	116.88	N22° 58' 40" W
L119	134.19	N53° 30' 00" E
L120	71.89	S20° 23' 58" W

Line #	Length	Direction
L41	20.51	N36° 30' 00" W
L42	48.12	N14° 36' 44" E
L43	130.81	S70° 03' 22" W
L44	78.53	N36° 30' 00" W
L45	119.01	S50° 12' 20" W
L46	77.78	N36° 30' 00" W
L47	26.38	S36° 30' 00" E
L48	132.00	S83° 30' 00" W
L49	71.43	N36° 30' 00" W
L50	71.43	S36° 30' 00" E
L51	112.00	S53° 30' 00" W
L52	71.43	N36° 30' 00" W
L53	71.43	S36° 30' 00" E
L54	112.00	S53° 30' 00" W
L55	72.58	N36° 30' 00" W
L56	63.58	S36° 30' 00" E
L57	112.10	S52° 21' 38" W
L58	69.34	N36° 30' 00" W
L59	8.99	S40° 02' 23" W
L60	111.97	S82° 41' 50" W

Line #	Length	Direction
L121	3.50	N53° 30' 00" E
L122	60.00	N36° 30' 00" W
L123	129.87	N55° 15' 44" E
L124	60.11	S36° 53' 41" E
L125	25.00	S0° 01' 07" W
L126	109.02	S3 53° 27" W
L127	383.90	S3 53° 27" W
L128	178.00	N86° 06' 33" W
L129	250.00	S86° 06' 33" E
L130	132.63	S3 53° 27" W
L131	232.81	S36° 30' 00" E
L132	333.68	S89° 58' 53" E
L133	40.24	N36° 30' 00" W
L134	134.18	S53° 30' 00" W
L135	80.00	N36° 30' 00" W
L136	90.00	N36° 30' 00" W
L137	25.29	S15° 48' 48" E
L138	106.63	S26° 48' 59" E
L139	268.33	N70° 15' 00" W
L140	150.00	N41° 30' 00" W

Line #	Length	Direction
L61	73.61	N36° 30' 00" W
L62	20.00	S30° 51' 05" W
L63	120.14	S44° 21' 16" W
L64	77.01	N88° 58' 53" W
L65	28.28	N6° 35' 37" E
L66	31.24	S36° 30' 00" E
L67	34.41	S26° 17' 39" W
L68	125.00	S0° 01' 07" W
L69	60.00	N89° 58' 53" W
L70	138.73	S0° 01' 07" W
L71	61.03	N89° 58' 53" W
L72	126.82	S0° 01' 07" W
L73	64.00	N89° 58' 53" W
L74	125.00	S0° 01' 07" W
L75	31.54	S89° 58' 53" E
L76	64.00	S89° 58' 53" E
L77	56.00	N86° 06' 33" W
L78	76.00	S0° 01' 07" W
L79	84.00	N89° 58' 53" W
L80	64.00	S89° 58' 53" E

Line #	Length	Direction
L141	60.00	N85° 35' 31" E
L142	141.15	N49° 00' 00" W
L143	31.29	N26° 51' 43" W
L144	205.02	S26° 45' 00" E
L145	27.67	N3 53° 27" E
L146	55.03	S47° 01' 55" E
L147	28.68	S3 56° 04" W
L148	63.62	N3 53° 27" E
L149	3.92	N3 53° 27" E

Line #	Length	Direction
B1	168.78	N18° 30' 00" W
B2	72.42	N18° 30' 00" W
B3	125.20	N86° 58' 53" W
B4	546.01	N89° 58' 53" W
B5	28.28	N6° 35' 37" E
B6	545.89	N36° 30' 00" W
B7	20.51	N36° 30' 00" W
B8	37.83	N9° 10' 42" W
B9	56.02	N3 53° 27" E
B10	105.00	N86° 06' 33" W
B11	152.40	N3 53° 27" E
B12	168.00	S89° 58' 53" E
B13	152.40	N3 53° 27" E
B14	105.00	N86° 06' 33" W
B15	78.49	N0° 53' 27" E
B16	56.00	N86° 06' 33" W
B17	76.00	S0° 01' 07" W
B18	105.45	N86° 06' 33" W
B19	29.31	N3 53° 27" E
B20	61.26	N20° 23' 59" E

Curve #	Length	Radius	Delta
C1	50.91	50.00	59°20'20"
C2	70.11	436.00	9°12'46"
C3	55.80	50.00	63°56'31"
C4	20.14	50.00	23°04'28"
C5	55.51	436.00	7°17'43"
C6	72.37	50.00	62°58'48"
C7	43.35	50.00	49°40'45"
C8	50.05	50.00	57°20'31"
C9	39.27	25.00	90°00'00"
C10	39.27	25.00	90°00'00"
C11	39.27	25.00	90°00'00"
C12	72.70	430.00	9°41'11"
C13	21.31	325.00	3°45'25"
C14	7.57	60.00	7°13'55"
C15	45.62	446.00	7°51'37"
C16	58.14	325.00	10°14'59"
C17	55.70	60.00	53°11'31"
C18	55.70	325.00	9°49'40"
C19	55.88	325.00	9°51'02"
C20	38.04	325.00	9°42'20"
C21	8.77	325.00	1°11'37"

Line #	Length	Direction
B21	76.89	N20° 23' 59" E
B22	116.88	S26° 38' 40" E
B23	35.40	S3 53° 27" W
B24	55.03	S47° 01' 55" E
B25	27.67	N3 53° 27" E
B26	237.31	S26° 45' 51" E
B27	141.15	S46° 00' 00" E
B28	60.00	N85° 35' 31" E
B29	150.00	S41° 30' 00" E
B30	268.38	S70° 15' 00" E
B31	394.53	S18° 30' 00" E

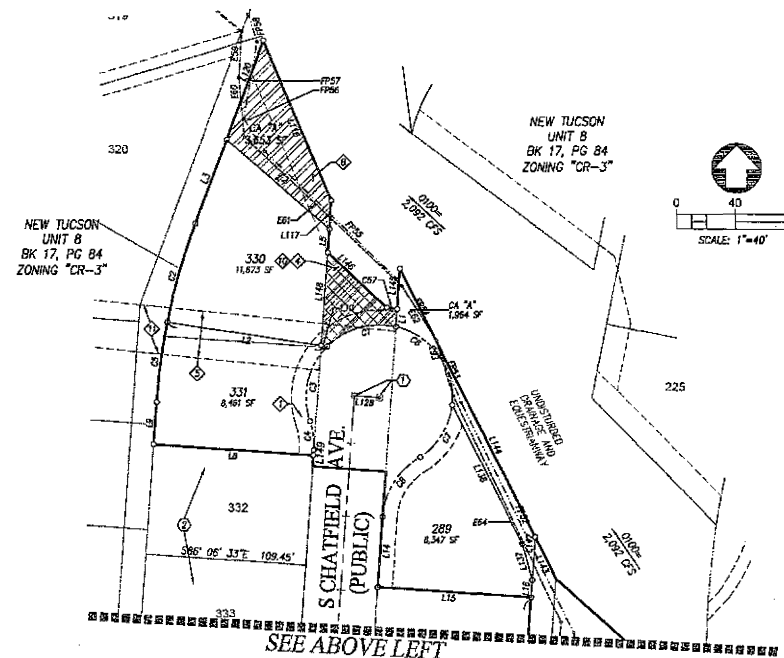
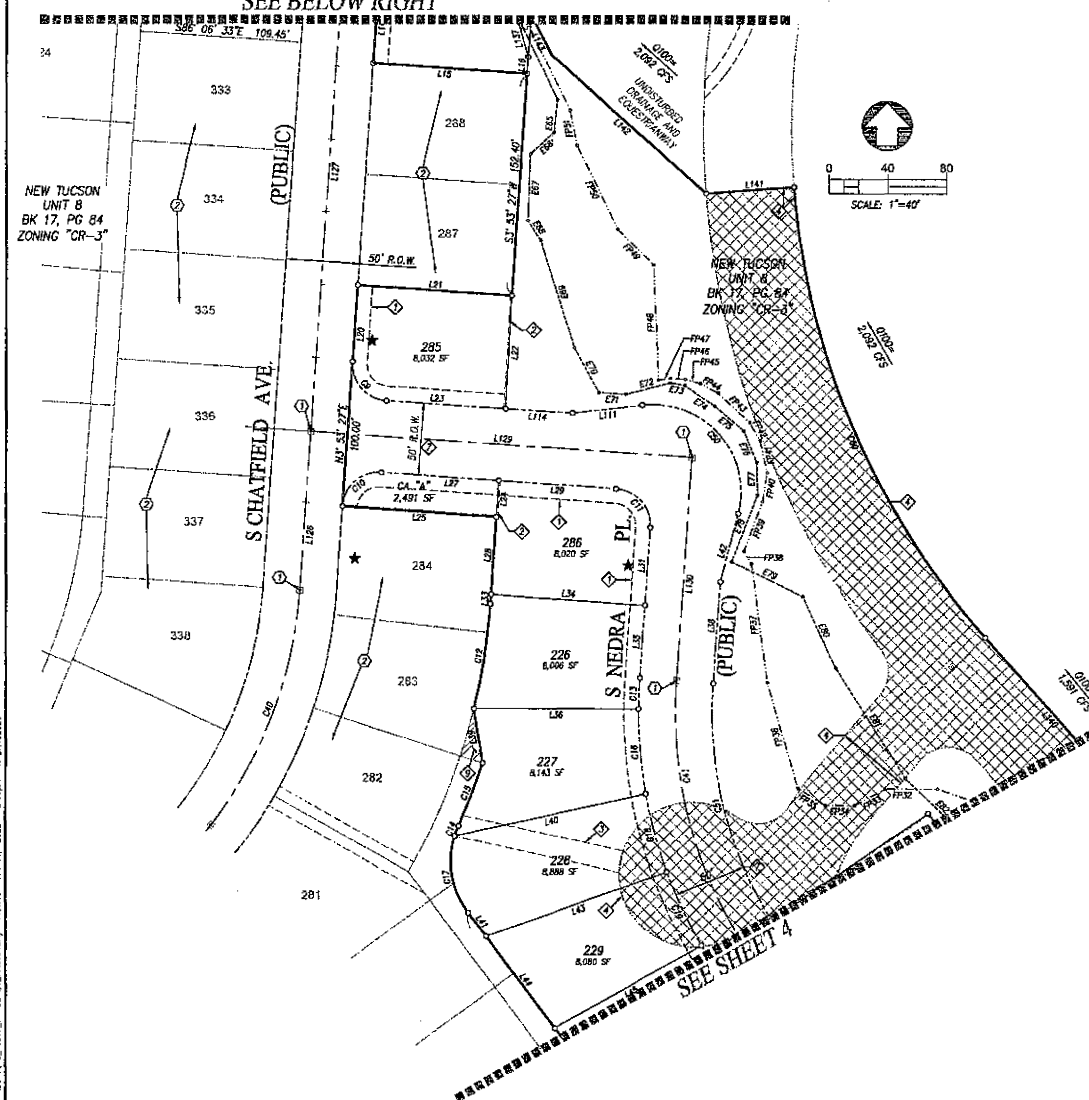
Curve #	Length	Radius	Delta
C22	68.56	325.00	12°06'29"
C23	53.12	325.00	9°21'52"
C24	21.02	60.00	18°14'50"
C25	31.52	325.00	5°33'27"
C26	46.58	325.00	8°33'49"
C27	62.57	50.00	10°58'49"
C28	32.51	325.00	8°43'54"
C29	134.03	50.00	15°35'15"
C30	16.83	50.00	21°34'31"
C31	33.80	50.00	36°43'58"
C32	10.06	50.00	11°31'26"
C33	80.14	275.00	18°34'20"
C34	45.38	140.00	18°34'20"
C35	47.54	140.00	19°27'19"
C36	63.38	275.00	18°27'18"
C37	218.81	300.00	41°47'23"
C38	74.17	275.00	19°27'15"
C39	533.40	320.00	41°47'23"
C40	173.38	300.00	33°08'33"
C41	211.49	300.00	40°23'27"
C42	280.03	300.00	53°28'53"

Curve #	Length	Radius	Delta
Bc1	40.82	25.00	93°33'46"
Bc2	113.18	809.83	70°23'36"
Bc3	5.23	25.00	11°38'45"
Bc4	44.82	25.00	93°33'46"
Bc5	190.49	53.00	165°28'27"
Bc6	2.21	25.00	55°56'52"
Bc7	21.02	60.00	18°14'50"
Bc8	22.83	60.00	21°36'43"
Bc9	40.64	60.00	36°48'46"
Bc10	45.02	446.00	5°53'37"
Bc11	72.70	430.00	9°41'11"
Bc12	55.51	436.00	7°17'43"
Bc13	70.11	436.00	9°12'46"
Bc14	7.33	42.05	9°59'08"
Bc15	340.77	528.38	37°58'38"
Bc16	155.29	306.46	28°45'07"
Bc17	492.04	545.43	51°45'50"

NOTES AND TABLES FINAL PLAT FOR NEW TUCSON

UNIT & LOTS 226-238, 265-285, 289, 339-331, COMMON AREA "A" (LANDSCAPE, DRAINAGE & BUFFER YARD) AND LOTS TO REMAIN AS ORIGINALLY PLATTED INCLUDING LOTS 562-284, 287-288, 332-338 AND

F:\Perry Engineering\18047 - New Design\Final Final\Phase 3\PS_18047_FP-03-04_recover.dwg Plotter: Jet 03, 2022 = 2:59pm XREF:11020207



EASEMENT KEYNOTES

- 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS REPLAT
- 1' NO ACCESS EASEMENT GRANTED BY THIS REPLAT
- EXISTING 15' UTILITY EASEMENT ABANDONED AND OUTSLAUGHTEN TO PER BY DOKKET 12365, PAGE 271.
- EXISTING ROW PER BK 17, PG. 84, ABANDONED THROUGH REAL PROPERTY SEC. 2002, 2003/20052, REVERTED TO HOA. FORDONS OUTSIDE LOTS AND ROW TO BE COMMON AREA "A", UNLESS OTHERWISE NOTED
- EXISTING 32' PUBLIC SEWER EASEMENT PER DKT 12908, PG. 512
- 15' PUBLIC WATER EASEMENT GRANTED BY THIS REPLAT
- 50' RIGHT-OF-WAY DEDICATED BY THIS REPLAT
- LOT AREA TO BE GRANTED TO COMMON AREA "A"
- AREA TO BE GRANTED TO LOT 283 BY THIS REPLAT
- AREA TO BE GRANTED TO LOT 330 BY THIS REPLAT
- EXIST. SEWER EASEMENT PER DKT 12908, PG. 508

KEYNOTES

- ① NEW SURVEY MONUMENT PER PAG STD. 103.
② EXISTING LOTS TO REMAIN AS ORIGINALLY PLATTED

FINAL PLAT FOR NEW TUCSON

UNIT 8, LOTS 226-256, 285-286, 289, 330-331, COMMON AREA
"A" (LANDSCAPE, DRAINAGE & BUFFERYARD) AND LOTS TO REMAIN
AS ORIGINALLY PLATTED INCLUDE LOTS 282-284, 287-288,
332-338 AND 363-364

IS A PORTION OF NEW TUCSON UNIT B LOTS 1 THRU 455 RECORDED IN BK 17, PG 84 OF MAPS AND PLATS LOCATED IN A PORTION WITHIN THE SOUTH HALF OF SECTION 23, TOWNSHIP 17 SOUTH RANGE 13 EAST,

ADMINISTRATIVE SITE ADDRESS:
1093 S. CHATFIELD AVE.

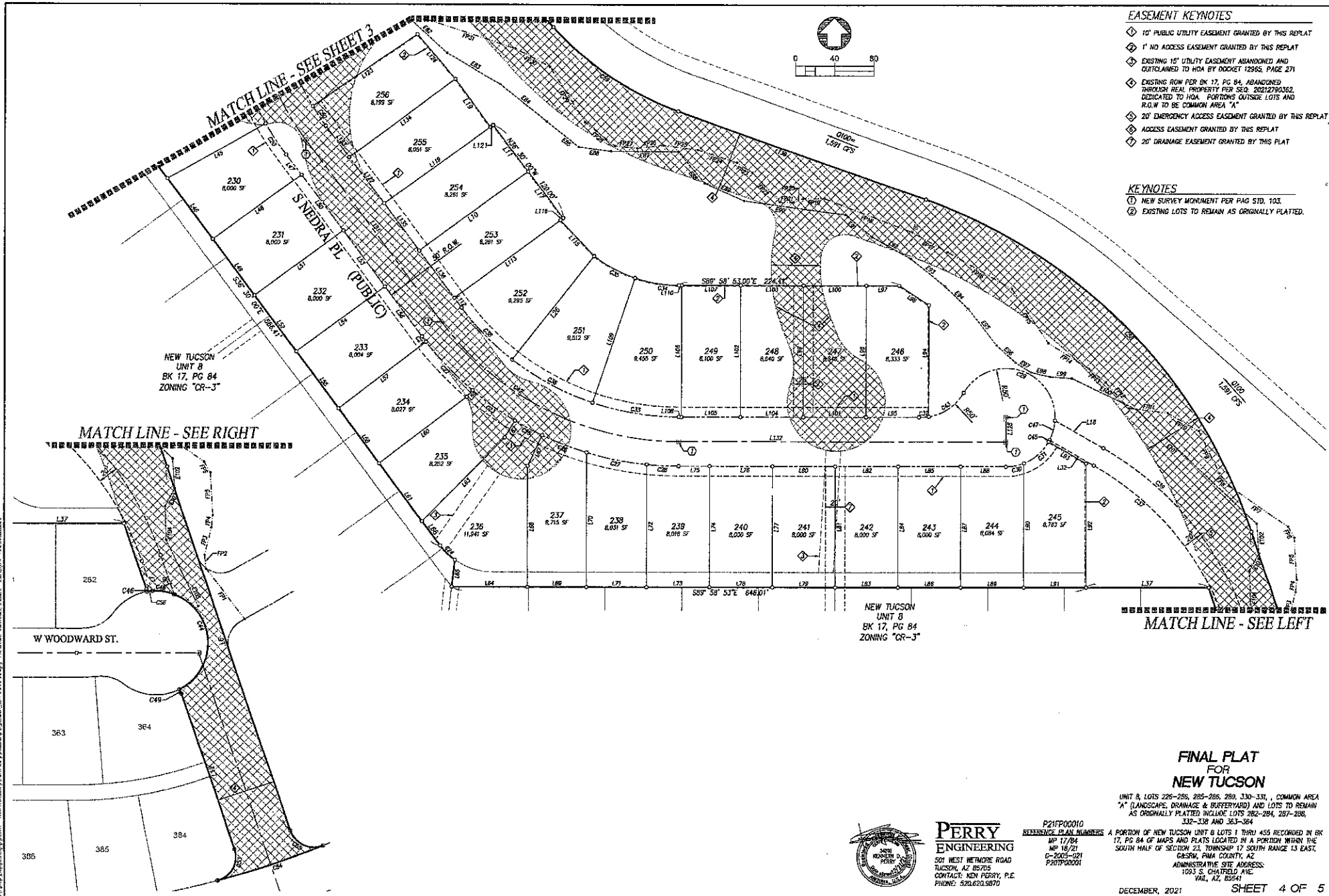
DECEMBER, 2021

SHEET 3 OF 5



PERRY
ENGINEERING
501 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870

P21FP00010
REFERENCE PLAN NO.
MP 17/84
MP 18/21
G-2005-021
P207P00001



- EASEMENT KEYNOTES**
- 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS REPLAT
 - 1' HO ACCESS EASEMENT GRANTED BY THIS REPLAT
 - EXISTING 15' UTILITY EASEMENT ABANDONED AND OBTAINED TO HOA BY DOCKET 12563, PAGE 271
 - EXISTING ROW FOR BK 17, PG 84, ABANDONED THROUGH REAL PROPERTY FOR SEC. 3022700362, DEDICATED TO HOA. PORTIONS OUTSIDE LOTS AND R.O.W. TO BE COMMON AREA "A"
 - 20' EMERGENCY ACCESS EASEMENT GRANTED BY THIS REPLAT
 - ACCESS EASEMENT GRANTED BY THIS REPLAT
 - 20' DRAINAGE EASEMENT GRANTED BY THIS PLAT

- KEYNOTES**
- 1 NEW SURVEY MONUMENT PER PAG STD. 103.
 - 2 EXISTING LOTS TO REMAIN AS ORIGINALLY PLATTED.

FINAL PLAT FOR NEW TUCSON

UNIT 8, LOTS 225-235, 237-245, 248-250, 330-331, COMMON AREA "A" (LANDSCAPE, DRAINAGE & BUFFERYARD) AND LOTS TO REMAIN AS ORIGINALLY PLATTED INCLUDE LOTS 282-284, 287-288, 332-338 AND 363-364

A PORTION OF NEW TUCSON UNIT 8 LOTS 1 THRU 455 RECORDED IN BK 17, PG 84 OF MAPS AND PLATS LOCATED IN A PORTION WITHIN THE SOUTH HALF OF SECTION 23, TOWNSHIP 17 SOUTH RANGE 13 EAST, GADSDEN, PINA COUNTY, AZ

ADMINISTRATIVE SITE ADDRESS:
1033 S. CHATELAIN AVE.
VAIL, AZ, 85941

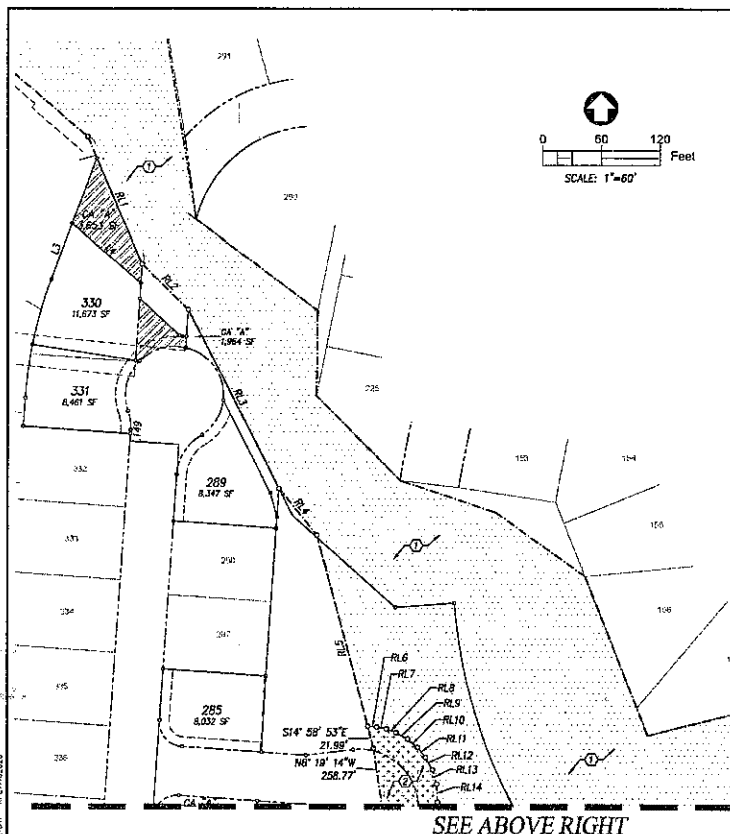
DECEMBER, 2021

SHEET 4 OF 5

PERRY ENGINEERING

501 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: NEM PERRY, P.E.
PHONE: 520.620.5870

P21FP00010
REFERENCE PLAT NUMBERS
MP 17/84
MP 18/01
G-2005-021
P20TP00001



**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P21FP00010**

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 226-256, 285-286, 289, 330-331, Common Area "A" (Landscape, Drainage & Bufferyard) and Lots to remain as Originally platted include Lots 282-284, 287-288, 322-338 and 363-364 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 _____, 2022, 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: _____

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 Officers

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 13 day of January, 2022 by Kenneth Silverman, Managing Member of NT Properties LLC ("Subdivider"), an Arizona corporation, on behalf of the corporation.

My Commission Expires:
12/22/22

Notary Public

Rachel Flores

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 12 day of Jan, 2022 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

Jenny Rosa

