



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 10/18/2022

*= Mandatory, information must be provided

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

***Title:**

FINAL PLAT (P22FP00010) STAR VALLEY BLOCK 1 LOTS 1-101 COMMON AREA "A", "B" AND "C"

***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 Gorsy

Date:

9/13/2022

Deputy County Administrator Signature:

[Signature]

Date:

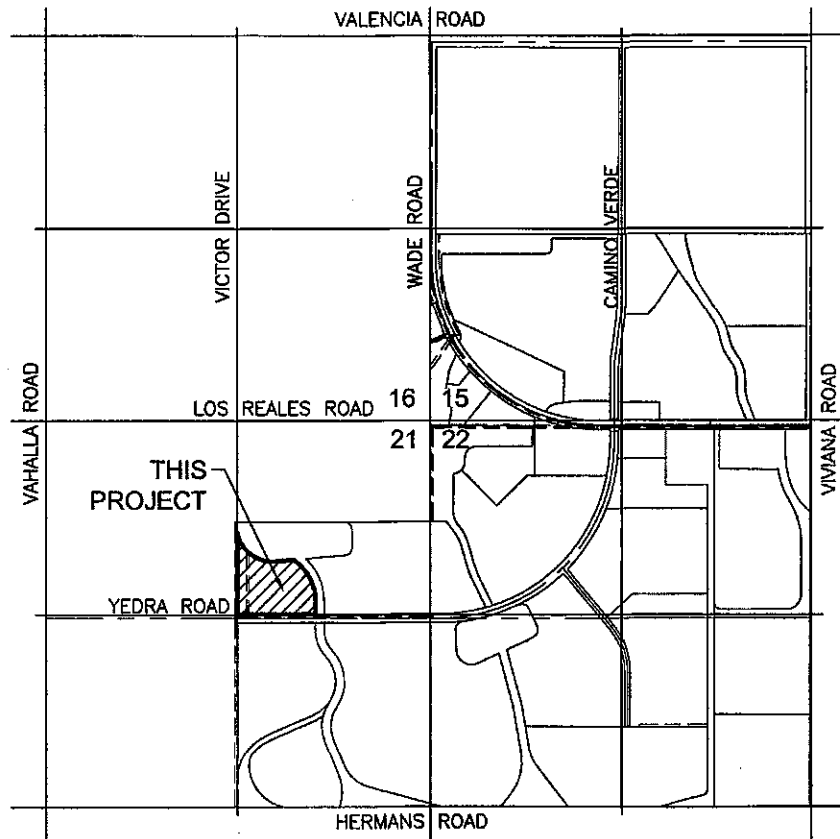
9/24/2022

County Administrator Signature:

[Signature]

Date:

9/24/2022



LOCATION MAP

SEC. 21, T. 15 S., R. 12 E.
PIMA COUNTY, ARIZONA



P22FP00010

STAR VALLEY BLOCK 1

LOTS 1-101

COMMON AREA "A", "B" AND "C"

ASSURANCE:

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 202055-S FROM TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS

RECORDED IN SEQUENCE NUMBER _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE CHAPTER 18.89 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

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

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 _____, 2022.

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

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.

JAMES G. SPRING, PLUMBO, 22282

CERTIFICATION OF ENGINEERING

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

BY: _____
MATTHEW C. OLSEN
REGISTRATION NUMBER 15246

RECORDING

STATE OF ARIZONA }
COUNTY OF PIMA }

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____

ON THIS _____ DAY OF _____, 20____, IN SEQUENCE NO. _____, PIMA COUNTY RECORDS.

COUNTY RECORDER

DATE

HOME OWNERS ASSOCIATION CONSENT

STAR VALLEY MASTER HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION GREGORY R. MAHL DULY ELECTED

PRESIDENT OF THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

STAR VALLEY MASTER HOMEOWNERS ASSOCIATION

BY: GREGORY R. MAHL

ITS PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2022

PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED HIMSELF TO BE THE _____ OF THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION, AND AS SUCH AGENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREON CONTAINED.

IN WITNESS WHEREOF, I SET MY HAND AND SEAL

BY: GREGORY R. MAHL

NOTARY PUBLIC

MY COMMISSION EXPIRES: April 20, 2025

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM/WE ARE ALL AND 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 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 AREA 'A' (OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN) COMMON AREA 'B' (PRIVATE DRAINAGE AND LANDSCAPE BUFFERYARD) AND COMMON AREA 'C' (PRIVATE DRAINAGE) AND OPEN SPACE, ARE HEREBY DECLARED AS COMMON AREAS FOR THE USE AND BENEFIT OF THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION, AS MORE FULLY SET FORTH IN THE SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR VALLEY, RECORDED IN SEQUENCE NUMBER 20204240109, OFFICIAL RECORDS OF PIMA COUNTY. THE STAR VALLEY MASTER HOMEOWNERS ASSOCIATION SHALL OWN AND BE RESPONSIBLE FOR CONTROL, MAINTENANCE AND LIABILITY OF THE COMMON AREAS.

DRAINAGEWAYS, AND COMMON AREAS, 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 PUBLIC AND ALL UTILITY COMPANIES FOR THE PURPOSES OF ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF UTILITIES, DRAINAGE AND PUBLIC SEWERS, TITLE TO THE LAND OF ALL DRAINAGEWAYS, AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE 20204240109 IN THE PIMA COUNTY RECORDER'S OFFICE. THE ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND LIABILITY FOR THE DRAINAGEWAYS, PUBLIC SEWERS, AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202055-S AND NOT OTHERWISE.

BY: G. Salgado
NAME: Crystal Salgado
ITS: Authorized Signer

STATE OF ARIZONA }
COUNTY OF PIMA }

ON THIS 25 DAY OF August, 2022, BEFORE ME PERSONALLY APPEARED:

Crystal Salgado, WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202055-S AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 8/1/25

NOTARY PUBLIC

Charles Carlos

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 17.89 ACRES.
2. THE BASIS OF BEARING: THE WEST LINE OF THE EAST HALF OF SECTION 21 BETWEEN FOUND MONUMENTS AS SHOWN HEREIN AND RECORDED IN STAR VALLEY MASTER BLOCK PLAT, BOOK 56 OF MAPS AND PLATS AT PAGE 55, SAID BEARING BEING: N 00°54'23" W A DISTANCE OF 3892.20 FEET.
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.80 MILES.
4. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
5. EXISTING SEWER EASEMENT BK. 12285, PG. 1382, RECORDS OF PIMA COUNTY (TO BE ABANDONED PER THE RECORDING OF THIS FINAL PLAT) (SEE SHEETS 2 & 3, LOT 19 FOR GRAPHICAL REPRESENTATION OF SUBJECT EASEMENT TO BE ABANDONED)

KEYNOTES

1. PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY 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.
4. 50' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
5. 30' PUBLIC SEWER EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
6. DRAINAGE EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
7. SIGHT VISIBILITY TRIANGLE GRANTED TO PIMA COUNTY BY THIS PLAT.

PERMITTING NOTES

1. ZONING FOR THIS DEVELOPMENT IS STAR VALLEY SPECIFIC PLAN SPR-1.
2. GROSS DENSITY IS 5.81 RAC (101 LOTS /17.89 ACRES=5.61)
3. AVERAGE LOT AREA PER DWELLING UNIT IS 4,877 SQ.FT.
- THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 1897-242 AS APPROVED ON 12/18/17 AND AMENDED BY ORDINANCE NO. 1902-191 AS APPROVED ON 10/20/22 AND BY ORDINANCE NO. 1908-40 APPROVED ON 5/15/23.
- THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS:
1.) THE MAXIMUM NUMBER OF RESIDENCES SHALL BE 7,045 (FOR BLOCKS 1-30)
4. DEVELOPMENT STANDARDS
MINIMUM ALLOWABLE LOT SIZE IS 3,200 S.F.
- SPR-1
MINIMUM YARD REQUIREMENTS
A. FRONT: 20 FT.
B. SIDE: 5 FEET FOR ONE-FAMILY DWELLING
0 FEET FOR DUPLEX EXCEPT REMAINING
SIDE YARD MUST BE A MINIMUM OF 10 FT.
C. REAR: 20 FEET
2. BUILDING HEIGHT LIMITATIONS:
A. MAXIMUM HEIGHT: 30 FT.
B. MAXIMUM NUMBER OF STORIES: 2
3. SETBACKS FOR CORNER LOTS ARE EQUAL TO THE SIGHT VISIBILITY TRIANGLE OR THE ZONING DESIGNATION SETBACK, WHICHEVER IS GREATER.

ACCESSORY STRUCTURES

- TO MAIN BUILDING: 7 FT.
- TO FRONT LOT LINE: 10 FT.
- TO SIDE LOT LINE: 5 FT.
- TO REAR LOT LINE: 5 FT.
- MAXIMUM HEIGHT: 24 FT.

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

6. ALL 100-YEAR PIMA FLOODPLAINS SHALL BE CONTAINED WITHIN PUBLIC DRAINAGEWAYS.
7. 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.

OWNER

TITLE SECURITY AGENCY LLC
TR 202055-S
1500 E. TANDUQUE VERDE ROAD,
TUCSON, AZ 85715

DEVELOPER

GAC STAR VALLEY, LLC
6720 N SCOTTSDALE ROAD, STE 200
SCOTTSDALE, ARIZONA 85259
CONTACT: GREGG MOHL
PHONE: 520-241-1534

BENEFICIARY

LEG HOMES ARIZONA, LLC
6105 E. CAMINO DE SUITE 110
SCOTTSDALE, AZ 85258

SHEET INDEX

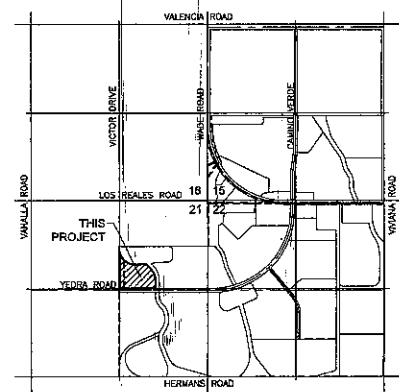
SHEET 1: COVER SHEET/NOTES
SHEET 2: INDEX DRAWING
SHEET 3: PLAN SHEETS
SHEET 4: SVT EASEMENT DETAILS

ENGINEER

CIVIL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
CONTACT: MATT OLSEN
PHONE: (602) 264-5831

SURVEYOR

ATWELL, LLC
4700 EAST SOUTHERN AVE
MESA, ARIZONA 85206
CONTACT: JIM SPRING
PHONE: 480-586-2110



LOCATION MAP

SEC. 24, T. 15 S., R. 10 E.
PIMA COUNTY, ARIZONA
G. & S.R.E. & M.
SCALE:

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)
- EASEMENT
- S.V.E. SIGHT VISIBILITY TRIANGLE EASEMENT
- S.W.U.E. SIDEWALK AND PUBLIC UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- S.L.E. SEWER LINE EASEMENT
- AC. ACRES
- C1 CURVE NUMBER
- L1 LINE NUMBER
- APN ASSESSOR PARCEL NUMBER
- R/W RIGHT-OF-WAY
- EX. EXISTING
- P.C.R. PIMA COUNTY RECORDER
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB (UNLESS OTHERWISE NOTED)
- 12" REBAR TO BE SET AND TIED AT COMPLETION OF GRADING IMPROVEMENTS
- SIGHT VISIBILITY TRIANGLE EASEMENT - 30' X 30' (LOCAL TO LOCAL)
- S.F. SQUARE FEET
- SHEET NUMBER
- DOC. DOCUMENT NUMBER
- ESMT EASEMENT

RE-PLAT FOR

STAR VALLEY BLOCK 1

LOTS 1 THRU 101,

COMMON AREA 'A' (OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN) COMMON AREA 'B' (PRIVATE DRAINAGE AND LANDSCAPE BUFFERYARD) AND COMMON AREA 'C' (PRIVATE DRAINAGEWAY AND OPEN SPACE) BEING A RESUBDIVISION OF BLOCK 1 OF THE STAR VALLEY MASTER BLOCK PLAT BLOCKS 1 THROUGH 30 AS RECORDED IN BOOK 56, PAGE 55 OF MAPS AND PLATS, LOCATED IN A PORTION OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 12 EAST GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

GROSS AREA = 17.89 ACRES

SEE SHEET 3 FOR LINE AND CURVE TABLE

P22P00010



COUNTY PIMA

SECTION 21

TOWNSHIP 15 SOUTH

RANGE 12 EAST

RE-PLAT

STAR VALLEY BLOCK 1

PIMA COUNTY, ARIZONA

JUNE 2021

REVISIONS:

PM. J. SPRING

DR. J. SPRING

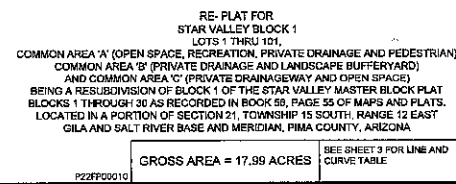
JOB NO.

21002574

N.T.S.

SHEET NO.

1 OF 6

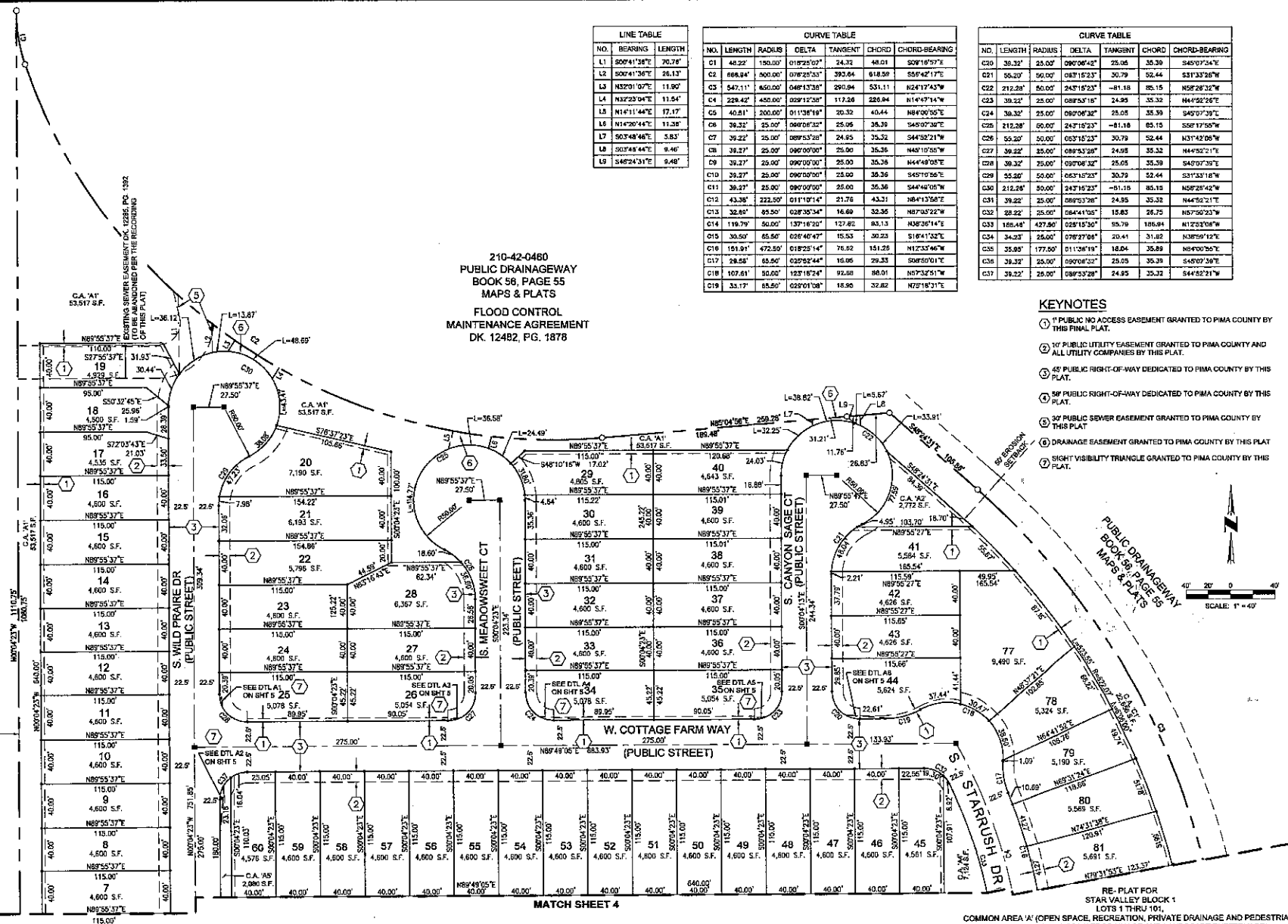


ATWELL & ASSOCIATES, INC. 1100 N. CENTRAL AVENUE, SUITE 200, TULSA, OK 74106-1000
COUNTY OF PIMA, ARIZONA
PROJECT: STAR VALLEY BLOCK 1, LOT 1 THROUGH LOT 101, TOWNSHIP 15 SOUTH, RANGE 12 EAST
DATE: 06/22/2021
BY: J. R. S. / J. R. S.
REVISION: 1
DRAWN BY: J. R. S.
CHECKED BY: J. R. S.
APPROVED BY: J. R. S.
SCALE: 1" = 40'

S. VICTOR DR (ALIGNMENT)

UNSUBDIVIDED (RH)

30' PUBLIC ROW DEDICATED TO PIMA COUNTY BY 00664/00226



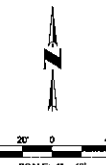
LINE TABLE	
NO.	BEARING
L1	S00°41'38"E
L2	S00°41'38"E
L3	N32°01'07"E
L4	N32°01'07"E
L5	N14°11'44"E
L6	N14°20'44"E
L7	S03°48'46"E
L8	S03°48'44"E
L9	S46°24'31"E

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	40.22	150.00	01°19'25.02"	24.32	48.01
C2	666.84	500.00	01°19'25.02"	392.84	618.58
C3	547.11	650.00	04°11'38.58"	260.94	531.11
C4	228.42	450.00	02°11'38.58"	117.38	228.84
C5	40.81	200.00	01°13'38.19"	20.32	40.44
C6	36.32	25.00	06°05'32.32"	25.06	35.36
C7	39.22	25.00	08°05'32.32"	24.85	35.32
C8	38.27	25.00	08°05'32.32"	25.06	35.36
C9	38.27	25.00	09°05'32.32"	25.00	35.38
C10	38.27	25.00	09°05'32.32"	25.00	35.38
C11	38.27	25.00	09°05'32.32"	25.00	35.38
C12	43.38	212.50	01°11'01.41"	21.78	43.31
C13	32.42	85.20	02°05'30.34"	16.60	32.35
C14	119.79	50.00	13°17'02.22"	127.82	93.13
C15	30.50	85.50	02°05'40.47"	15.53	30.23
C16	151.81	472.50	01°19'25.14"	76.92	151.25
C17	28.85	85.50	02°05'40.44"	14.96	28.73
C18	107.81	50.00	12°17'02.22"	92.88	107.73
C19	35.17	85.50	02°05'01.38"	18.96	35.02

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C20	38.32	25.00	09°06'42.32"	25.06	35.39
C21	55.20	50.00	03°15'23.31"	30.79	52.44
C22	212.28	50.00	24°15'23.31"	-81.18	85.15
C23	38.32	25.00	09°06'42.32"	24.95	35.32
C24	38.32	25.00	09°06'42.32"	25.06	35.39
C25	212.28	50.00	24°15'23.31"	-81.18	85.15
C26	55.20	50.00	03°15'23.31"	30.79	52.44
C27	38.32	25.00	09°06'42.32"	24.95	35.32
C28	38.32	25.00	09°06'42.32"	25.06	35.39
C29	55.20	50.00	03°15'23.31"	30.79	52.44
C30	212.28	50.00	24°15'23.31"	-81.18	85.15
C31	38.32	25.00	09°06'42.32"	24.95	35.32
C32	38.32	25.00	09°06'42.32"	25.06	35.39
C33	55.20	50.00	03°15'23.31"	30.79	52.44
C34	212.28	50.00	24°15'23.31"	-81.18	85.15
C35	38.32	25.00	09°06'42.32"	24.95	35.32
C36	38.32	25.00	09°06'42.32"	25.06	35.39
C37	55.20	50.00	03°15'23.31"	30.79	52.44

KEYNOTES

- 1" PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS FINAL PLAT.
- 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY AND ALL UTILITY COMPANIES BY THIS PLAT.
- 45' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
- 50' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
- 30' PUBLIC SEWER EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
- DRAINAGE EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
- SIGHT VISIBILITY TRIANGLE GRANTED TO PIMA COUNTY BY THIS PLAT.



RE-PLAT

STAR VALLEY BLOCK 1
PIMA COUNTY, ARIZONA

JUNE 2021

REVISIONS



DATE: 06/22/2021

BY: J. R. S.

21002574

N.T.S.

DETAILED SEE LOTS

SHEET

3 OF 6

RE-PLAT FOR
STAR VALLEY BLOCK 1
LOTS 1 THRU 101,
COMMON AREA 'A' (OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN)
COMMON AREA 'B' (PRIVATE DRAINAGE AND LANDSCAPE BUFFER) AND
COMMON AREA 'C' (PRIVATE DRAINAGEWAY AND OPEN SPACE)
BEING A RESUBDIVISION OF BLOCK 1 OF THE STAR VALLEY MASTER BLOCK PLAT
BLOCKS 1 THROUGH 30 AS RECORDED IN BOOK 56, PAGE 55 OF MAPS AND PLATS.
LOCATED IN A PORTION OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 12 EAST
GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

GROSS AREA = 17.99 ACRES

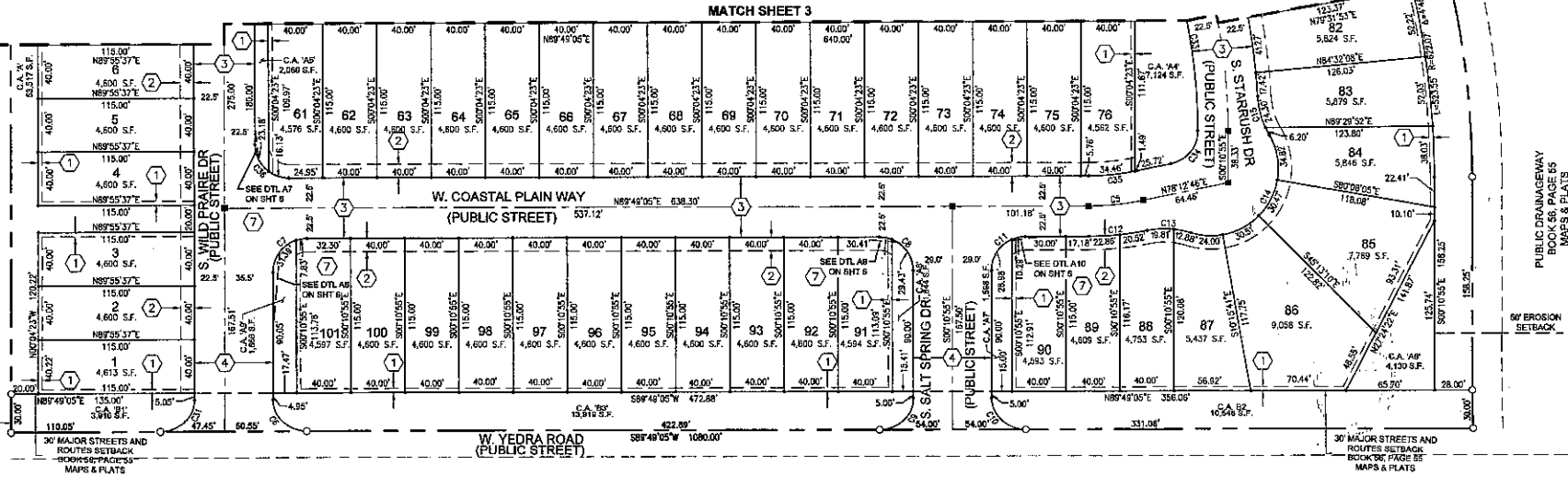
SEE SHEET 3 FOR LINE AND CURVE TABLE

P22P00010

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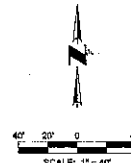
S. VICTOR DR (ALIGNMENT)
UNSUBDIVIDED (RH)

30' PUBLIC ROW
DEDICATED
TO
PIMA
COUNTY
BY
0065400225



KEYNOTES

1. PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY 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.
4. 15' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
5. 30' PUBLIC SEWER EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
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RE- PLAT FOR
STAR VALLEY BLOCK 1
LOTS 1 THRU 101.
COMMON AREA 'A' (OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN)
COMMON AREA 'B' (PRIVATE DRAINAGE AND LANDSCAPE BUFFERYARD)
AND COMMON AREA 'C' (PRIVATE DRAINAGEWAY AND OPEN SPACE)
BEING A RESUBDIVISION OF BLOCK 1 OF THE STAR VALLEY MASTER BLOCK PLAT
BLOCKS 1 THROUGH 101 AS RECORDED IN BOOK 55, PAGE 55 OF MAPS AND PLATS
LOCATED IN A PORTION OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 12 EAST
GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

GROSS AREA = 17.99 ACRES

SEE SHEET 3 FOR LINE AND
CURVE TABLE

P22PF00010



COUNTY: PIMA
SECTION: 21
TOWNSHIP: 15 SOUTH
RANGE: 12 EAST

RE- PLAT
STAR VALLEY BLOCK 1
PIMA COUNTY, ARIZONA

JUNE, 2021

REVISIONS:

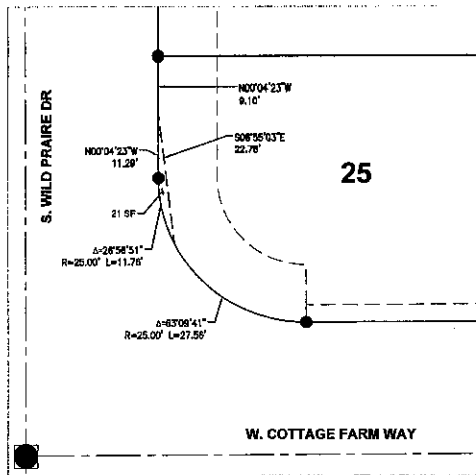


PM: J. SHERO
DR: C.K.
JOB NO.
21002574

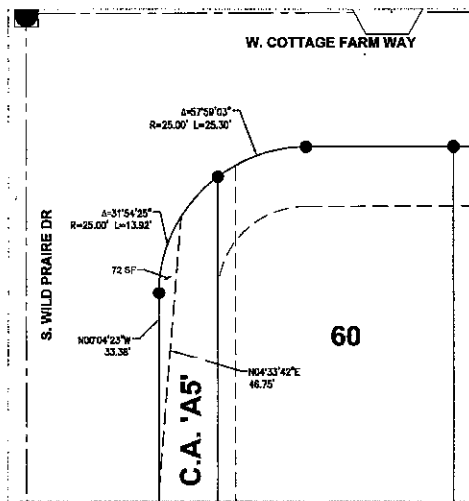
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REPLAT BY: JMG

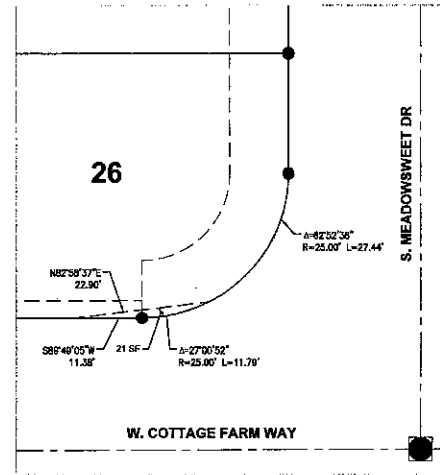
SHEET
NO. 4 OF 6



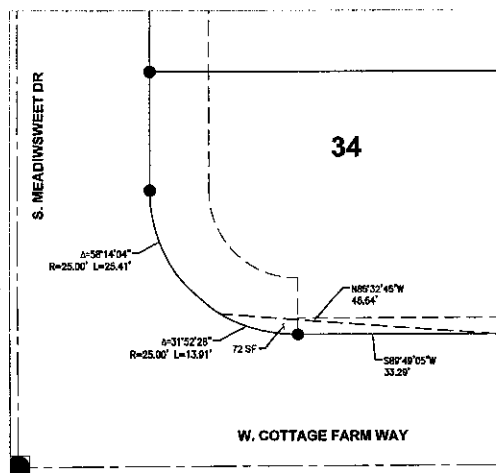
(A1) SIGHT VISIBILITY EASEMENT



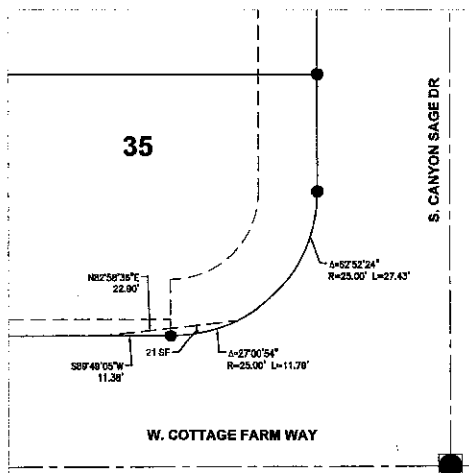
(A2) SIGHT VISIBILITY EASEMENT



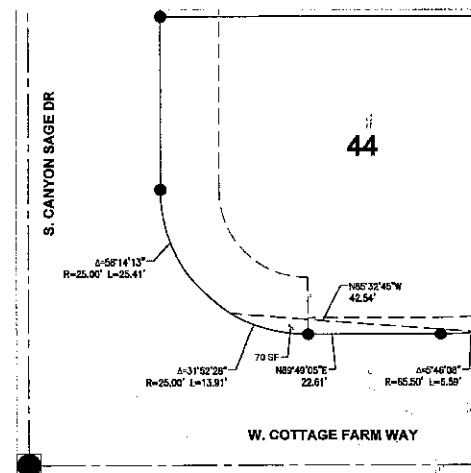
A3 SIGHT VISIBILITY EASEMENT



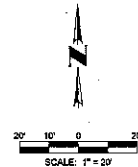
(A4) SIGHT VISIBILITY EASEMENT



A5 SIGHT VISIBILITY EASEMENT



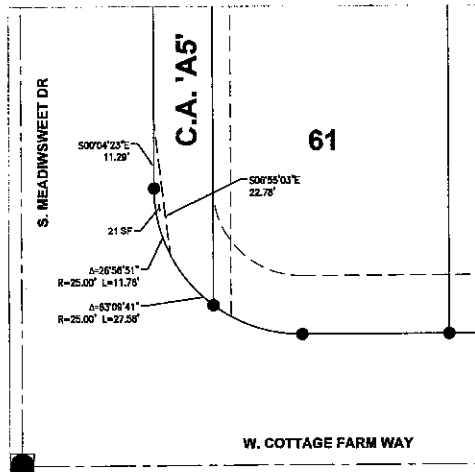
(A6) SIGHT VISIBILITY EASEMENT



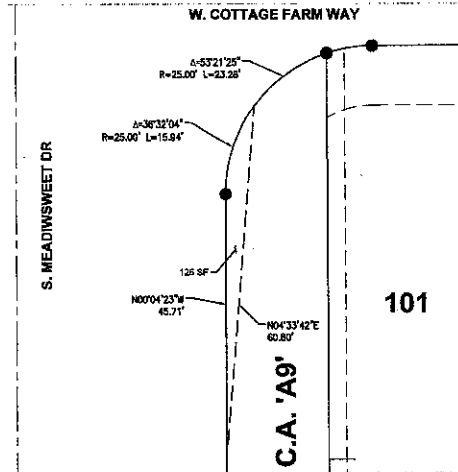
RE-PLAT FOR
STAR VALLEY BLOCK 1
LOTS 1 THRU 401
COMMON AREA 'A' (OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN)
COMMON AREA 'B' (PRIVATE DRAINAGE AND LANDSCAPE BUFFERYARD)
AND COMMON AREA 'C' (PRIVATE DRAINAGEWAY AND OPEN SPACE)
BEING A RESUBDIVISION OF BLOCK 1 OF THE STAR VALLEY MASTER BLOCK PLAT
BLOCKS 1 THROUGH 30 AS RECORDED IN BOOK 88, PAGE 55 OF MAPS AND PLATS.
LOCATED IN A PORTION OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 12 EAST
GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

GROSS AREA = 17.99 ACRES

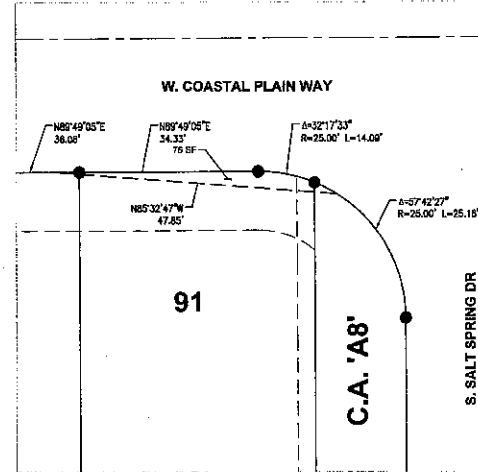
S	SEE SHEET 3 FOR LINE AND CURVE TABLE
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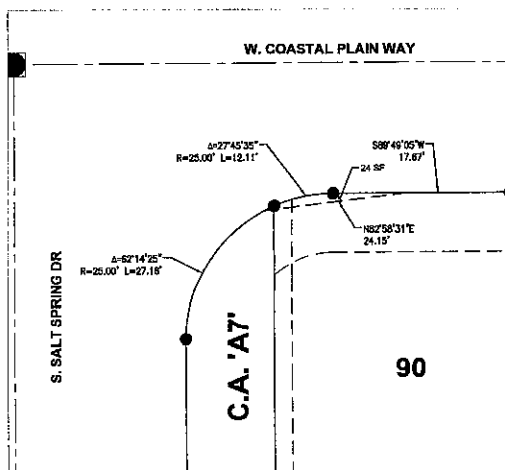
(A7) SIGHT VISIBILITY EASEMENT



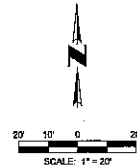
(A8) SIGHT VISIBILITY EASEMENT



(A9) SIGHT VISIBILITY EASEMENT



A10 SIGHT VISIBILITY EASEMENT



RE-PLAT FOR
STAR VALLEY BLOCK 1
LOTS 1 THRU 104
COMMON AREA 'A' (OPEN SPACE, RECREATION, PRIVATE DRAINAGE AND PEDESTRIAN)
COMMON AREA 'B' (PRIVATE DRAINAGE AND LANDSCAPE BUFFERYARD)
AND COMMON AREA 'C' (PRIVATE DRAINAGEWAY AND OPEN SPACE)
BEING A RESUBDIVISION OF BLOCK 1 OF THE STAR VALLEY MASTER BLOCK PLAT
BLOCKS 1 THROUGH 30 AS RECORDED IN BOOK 68, PAGE 53 OF MAPS AND PLATS.
LOCATED IN A PORTION OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 12 EAST
GILA AND SALT RIVER BASIN AND MERIDIAN, PIMA COUNTY, ARIZONA

GROSS AREA = 17.99 ACRES

SEE SHEET 3 FOR LINE AND CURVE TABLE

COUNTY: PIMA

SECTION: 21

TOWNSHIP: 15 S

ASTA 21-3JN46

RE-PLAT

STAR VALLEY BLOCK 1
PIMA COUNTY, ARIZONA

JUNE 2021

REVISIONS:

CLAYTON

JAMES G. SPRING



54

JOB NO.

N.T.S.

REPLACES THE LOWE

GET
NO

6 of 6

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P22FP00010

THIS AGREEMENT is made and entered into by and between LGI Homes-Arizona, LLC, a Arizona limited liability company or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 202055-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 all of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as Star Valley Block 1 Lots 1 thru 101, Common Area 'A' (Open Space, Recreation, Private Drainage and Pedestrian) and Common Area 'B' (Private Drainageway and Landscape Bufferyard) and Common Area 'C' (Private Drainageway and Open Space) 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 6 day of September, 2022, which is the date of approval of this agreement by the Pima County Board of Supervisors.

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: _____

Its: AUTHORIZED SIGNER

ATTEST:

Trustee: Title Security Agency, LLC, a Delaware
limited liability company, as Trustee under Trust
No. 202055-S and not in its corporate capacity

By: Crystal Salcido

Its: Authorized Signer

Clerk of the Board

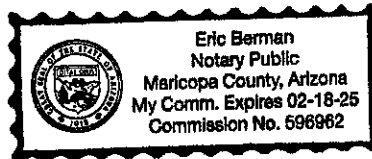
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 1 day of
September, 2022, by Chris Kelly of
LGI Homes Group, LLC, an Arizona limited liability company, as Manager of LGI Homes-Arizona
LLC ("Subdivider"),
an Arizona limited liability company, on behalf of the corporation.

Eric Berman
Notary Public

My Commission Expires:

2-18-2025



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 6 day of
September, 2022, by Crystal Salcido of
Title Security Agency, LLC ("Trustee"),
a Delaware limited liability company, on behalf of the corporation, as Trustee under Trust No.
202055-S.

Jennifer Ramirez
Notary Public

My Commission Expires:

01.13.2023

