



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: NOVEMBER 5, 2019

**Title:** P19FP00002 FINAL PLAT FOR SUNSET MESA II LOTS 1-17, 24 AND 25 & COMMON AREAS "A", "B", "C" AND "D"

**Introduction/Background:**

FINAL PLAT TO CREATE A SUBDIVIDED PROPERTY

**Discussion:**

FINAL PLAT PROCESS TO CREATE A LEGALLY SUBDIVIDED PROPERTY

**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: 520-724-9900

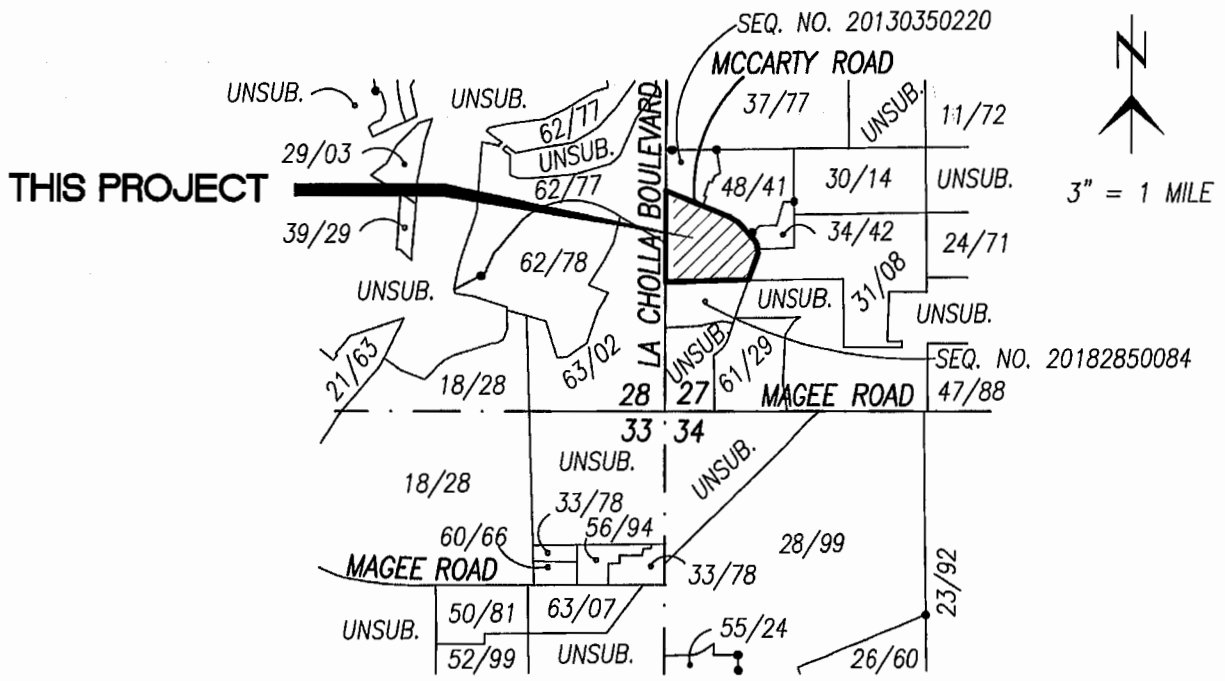
Contact: ANGIE RANGEL Telephone: 520-724-6976

Department Director Signature/Date: Lauren A. Ortega 10/10/19

Deputy County Administrator Signature/Date: [Signature] 10/10/19

County Administrator Signature/Date: [Signature] 10/16/2019

DO NOT WRITE IN THESE SPACES



## LOCATION PLAN

SECTION 27, T12S, R13E, G&SRB&M,  
PIMA COUNTY, ARIZONA

P19FP00002

Sunset Mesa II

Lots 1-17, 24 and 25 & Common Areas "A", "B", "C" and "D"

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)  
P19FP00002**

THIS AGREEMENT is made and entered into by and between SUNSET MESA LOTS 1-17, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,391; 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 **part** all of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as Sunset Mesa II, Lots 1-17, 24 and 25, and Common Area "A" (Private Streets), "B" (Functional Open Space), "C" (Natural Open Space) and "D" (Park) recorded in Sequence number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Office of the Pima County Recorder. **Lots 24 and 25 are exempt from Assurances.**

2.2. *Construction of Subdivision Improvements.* As a condition of subdivision approval, Subdivider hereby agrees to construct all subdivision improvements ("the Subdivision Improvements") contemplated by the Subdivision Plat, rezoning conditions, and any associated site construction permits, including but not limited to onsite and offsite streets, sanitary sewers (if necessary), water and electric utilities, drainage and flood control improvements, parks, trails or other recreational facilities, other required infrastructure, and riparian habitat mitigation or payment of the riparian habitat mitigation in-lieu fee.

2.3. *Existing Utilities.* Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public. Subdividers performance of this requirement shall be considered in determining whether to release assurances under paragraphs 2.5 and 2.6.

2.4. *Assurance of Construction.* This agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. § 11-821 and Pima County Zoning Code Chapter 18.69.

2.5. *Limitation on Transfer of Title.* Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance. A Release of Assurance shall not be provided by County until the Subdivision Improvements are completed in accordance with paragraph 2.12.

2.6. *Partial Release of Assurances.* County shall issue a Release of Assurance for some of the lots depicted on the Subdivision Plat if all of the following have occurred:

A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with paragraph 2.12, and

B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with paragraph 2.12, and

C. Recreation area in-lieu fee, if applicable, has been paid to the county for the entire subdivision, prior to a release of greater than 75% of total subdivision lots.

2.7. *Deposit Receipt Agreements.* Notwithstanding paragraph 2.5, Trustee may enter into a deposit receipt agreement for the sale of the Land or any portion of it if the agreement clearly states that no portion of the Land shall be conveyed until Subdivider performs its obligations under this agreement.

2.8. *Bulk Sales.* Notwithstanding paragraph 2.5, Trustee may sell and convey all of the Land in one transaction to a single purchaser who has entered into a satisfactory assurance agreement with County, assuring completion of the Subdivision Improvements.

2.9. *Conveyance Out of Trust for the Purpose of Encumbrance.* Notwithstanding paragraph 2.5, Trustee may convey all or part of the Land to the Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust, provided that the Land is thereafter immediately reconveyed into the trust.

2.10. *Real Property Taxes.* All real property taxes on the Land shall be paid before the taxes are delinquent as defined by A.R.S. 42-18052(B). If the real property taxes on the Land, including any lot or portion of common area, become delinquent, this agreement will be in default.

2.11. *Substitution of Assurances.* Subdivider may submit substitute assurances in a form and amount acceptable to County at any time during which this agreement is not in default.

2.12. *Completion of the Subdivision Improvements.* The Subdivision Improvements shall be completed by Subdivider not more than four years after the date of this agreement. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with the Subdivision Plat, rezoning conditions, associated site construction permits, and after County has inspected them and finds them to be in compliance with the plans.

2.13. *Acceptance of the Subdivision Improvements.* County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

A. They have been completed in accordance with paragraph 2.12.

B. They have been dedicated to County by the Subdivision Plat or by some other instrument of record.

C. The dedication has been accepted by the Pima County Board of Supervisors as evidenced by approval of the dedication on the Subdivision Plat or by some other formal action.

2.14. *Default, Non-Compliance; County's Options.* This agreement is in default if either the Subdivider or Trustee fails to comply with obligations under this agreement. If this agreement is in default, the County may exercise any or all options below at its sole discretion:

A. The County may re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. The Subdivider authorizes the County to execute, on behalf of Subdivider, the re-plat described in this section. The re-plat may exclude any dedications to the public which were made on the Subdivision Plat which are necessary to serve either portions of the Land which are not re-platted, or to serve the public. Subdivider shall pay the reasonable costs incurred in re-platting. Notice of default and intent to re-plat will be sent to the last known address of Subdivider and Trustee by certified mail not less than thirty days before County exercises its option to re-plat under this paragraph.

B. If site conditions change after the Subdivider fails to comply with this agreement, the County may require that Subdivider submit evidence that the Tentative and Final Plat comply with current regulations, under current site conditions. If the County determines that the Tentative Plat or Final Plat does not comply, Subdivider shall submit revisions to the plat, to the County with applicable fees. If the revisions are approved by the Board of Supervisors, the date specified in Section 2.12 of this agreement may be extended by up to four years from the approval date. This subsection is not applicable to Block Plats for master planned communities.

C. The County may withhold the issuance of permits for building regulated by Title 15 of the Pima County Code or work regulated by Title 18 of the Pima County Code.

2.15. *Incorporation and Annexation.* If the Land is incorporated as or annexed by a city or town, the city or town shall automatically succeed to all benefits and duties of County under this agreement.

2.16. *Termination.* This agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and approved by County in accordance with paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the Pima County Recorder in accordance with paragraph 2.5; or

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

C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

2.17. *Effective Date.* This Agreement is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: SUNSET MESA LOTS 1-17, LLC, an Arizona limited liability company

\_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Thomas A. Bowers  
Its: Manager

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No, 60,391, and not in its corporate capacity

\_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Rachel Turnipseed  
Its: Trust Officer

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 30 day of \_\_\_\_\_, 20\_\_\_\_, by Thomas A. Bowers, Manager of Sunset Mesa Lots 1-17, LLC ("**Subdivider**"), an Arizona limited liability company on behalf of the company.

SEE ATTACHED  
NOTARY CERTIFICATE  
\_\_\_\_\_  
Notary Public

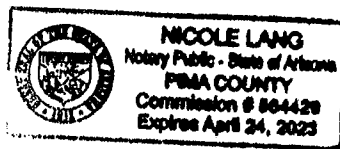
My Commission Expires:  
\_\_\_\_\_

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of SEPTEMBER, 2019, by Rachel Turnipseed of Fidelity National Title Agency, Inc. ("**Trustee**"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,391.

\_\_\_\_\_  
Nicole Lang  
Notary Public

My Commission Expires:  
4-24-2023



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara ----- )

On September 20th, 2019 before me, Andre Bass, Notary Public -----  
(insert name and title of the officer)

personally appeared Thomas Anderson Bowers -----  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

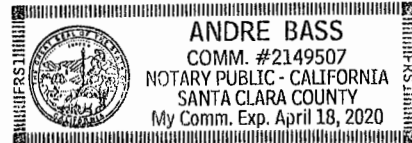
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS, ASSIGNS, THEIR 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 REASONS OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE HEREBY GRANT TO PIMA COUNTY AND ALL PUBLIC UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF PUBLIC SEWER SYSTEMS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

ALL 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 PIMA COUNTY AND ALL PUBLIC UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWER SYSTEMS.

TITLE TO ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 1 - 17 ONLY AS RECORDED IN SEQUENCE NUMBER \_\_\_\_\_ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER (LOTS 1 - 17 ONLY) WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, AD VALOREM TAXES, MAINTENANCE, SAFETY, AND LIABILITY OF ALL COMMON AREAS, PRIVATE STREETS AND PRIVATE EASEMENTS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY, INC.

AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER 60,391, AND NOT IN ITS CORPORATE CAPACITY, AS TO LOTS 1-17 AND ALL COMMON AREAS

Rachel Turnipseed
TRUST OFFICER

BENEFICIARY OF TRUST NUMBER 60,391

SUNSET MESA LOTS 1-17, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
C/O THOMAS A. BOWERS
11925 N. THORNBUSH DRIVE, TUCSON, ARIZONA 85737

MCCARTY LOT 1, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY BY THOMAS A. BOWERS, ITS MANAGER, AS TO LOT 24

Thomas A. Bowers
NAME

MCCARTY LOT 2, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, BY THOMAS A. BOWERS, ITS MANAGER, AS TO LOT 25

Thomas A. Bowers
NAME

GENERAL NOTES

- 1. THE GROSS AREA OF THIS SUBDIVISION IS 11.9 ACRES.
2. THE BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, T-12-S, R-13-E, G&SRM, PIMA COUNTY, ARIZONA, AS SHOWN ON THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION PLAN FOR MCCARTY ROAD IMPROVEMENTS, WORK ORDER NO. 4MCART AND AS DESCRIBED IN DOCKET 8965 AT PAGE 1965, RECORDS OF PIMA COUNTY, ARIZONA. SAID BEARING BEING N00°04'29"W.
3. TOTAL MILES OF NEW PUBLIC STREETS IS -0- MILES. TOTAL MILES OF NEW PRIVATE STREET IS 0.12 MILES.
4. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
5. THIS PARCEL IS SUBJECT TO A BLANKET EASEMENT ACROSS THE NW 1/4, SW 1/4, SEC. 27-13-12 TO TUCSON GAS, ELECTRIC LIGHT & POWER COMPANY AS RECORDED IN BOOK 75, PG. 507 OF MISCELLANEOUS RECORDS.
6. LOTS 24 - 25 ARE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AS RECORDED IN SEQUENCE NO. 20182810208.
7. PRIVATELY OWNED RECREATION AREAS AND RECREATION FEATURES SHALL BE COMPLETED IN ACCORDANCE WITH THE 10/25/2018 APPROVED RECREATION AREA PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE TIME 75% OF THE BUILDING PERMITS (14 LOTS) HAVE BEEN ISSUED.

PERMITTING NOTES

- 1. THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
2. APPROVED ZONING IS CR-1 (EXISTING LOTS 24 AND 25, 4.13 ACRES) AND CR-4 (EXISTING LOTS 1-17, 3.16 ACRES) SMALL LOT OPTION.
3. GROSS DENSITY IS 1.59 RAC.
4. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER C09-07-15 AS APPROVED ON MARCH 11, 2008. THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS:
A. THERE SHALL BE NO FURTHER LOT SPLITTING OR SUBDIVIDING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
B. 70% OF THE SAGUAROS LOCATED ON LOTS 24 AND 25 SHALL BE PRESERVED IN PLACE.
C. WITHIN 30 DAYS OF BEGINNING ROAD CONSTRUCTION, THE OWNER(S)/DEVELOPER(S) WILL PROVIDE AN AGREED UPON AMOUNT OF FUNDS TO CONSTRUCT A 134-FOOT LONG, 6-FOOT HIGH SCREEN WALL ALONG THE MCCARTY PERIMETER OF THE PROPERTY AT 1961 WEST DAWN DRIVE.
5. AVERAGE LOT AREA PER DWELLING UNIT FOR CR-4 (NEW LOTS 1-17) IS 13,157 S.F. AVERAGE LOT AREA PER DWELLING UNIT FOR CR-1 (NEW LOTS 24 AND 25) IS 90,144 S.F.
6. FOR LOTS 1-17, ZONED CR-4, CARPORTS/GARAGES SHALL BE SETBACK A MINIMUM OF 20 FEET FROM THE BACK OF SIDEWALK.
7. THIS PROJECT IS SUBJECT TO THE HILLSIDE DEVELOPMENT OVERLAY ZONE.
8. THE LOT REDUCTION OPTION IS BEING USED ON THIS PLAT IN ACCORDANCE WITH SECTION 18.09.050.

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA
ON THIS, THE 14th DAY OF September, 2019, BEFORE ME PERSONALLY APPEARED Rachel Turnipseed WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 60,391 AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.



Rachel Yang
NOTARY PUBLIC

MY COMMISSION EXPIRES: April 24, 2023

ACKNOWLEDGMENT

STATE OF CALIFORNIA } S.S.
COUNTY OF Santa Clara
ON 08/20/19 BEFORE ME, Diana DiMatteo, Notary Public PERSONALLY APPEARED THOMAS A. BOWERS WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.



I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE [Signature]
SIGNATURE OF NOTARY PUBLIC

RECORDING DATA

SEQUENCE NO.
FEE
STATE OF ARIZONA } S.S.
COUNTY OF PIMA
I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER & ASSOCIATES ENGINEERING, INC., ON THIS DAY OF 20, AT . . . . .
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN.
F. ANN RODRIGUEZ, COUNTY RECORDER
BY . . . . . DEPUTY

CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A BOUNDARY 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.

CHRIS E. MORRISON
OPW SURVEYING, LLC
REGISTERED LAND SURVEYOR NO. 26928
STATE OF ARIZONA



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

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA



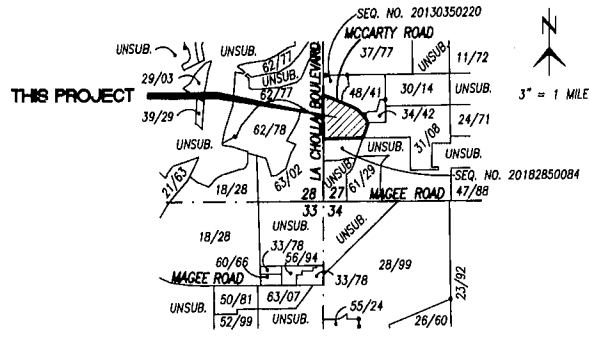
ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 60,391 FROM FIDELITY NATIONAL TITLE AGENCY, INC. AS RECORDED IN SEQUENCE NO. . . . . HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS FOR LOTS 1 - 17 ONLY AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.
NO ASSURANCES ARE REQUIRED FOR THIS SUBDIVISIONS FOR LOTS 24 AND 25. ALL NECESSARY IMPROVEMENTS ARE EXISTING. LOTS 24 AND 25 PREVIOUSLY RELEASED BY SEQ. NO. 20180720081.

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

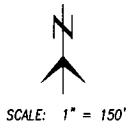
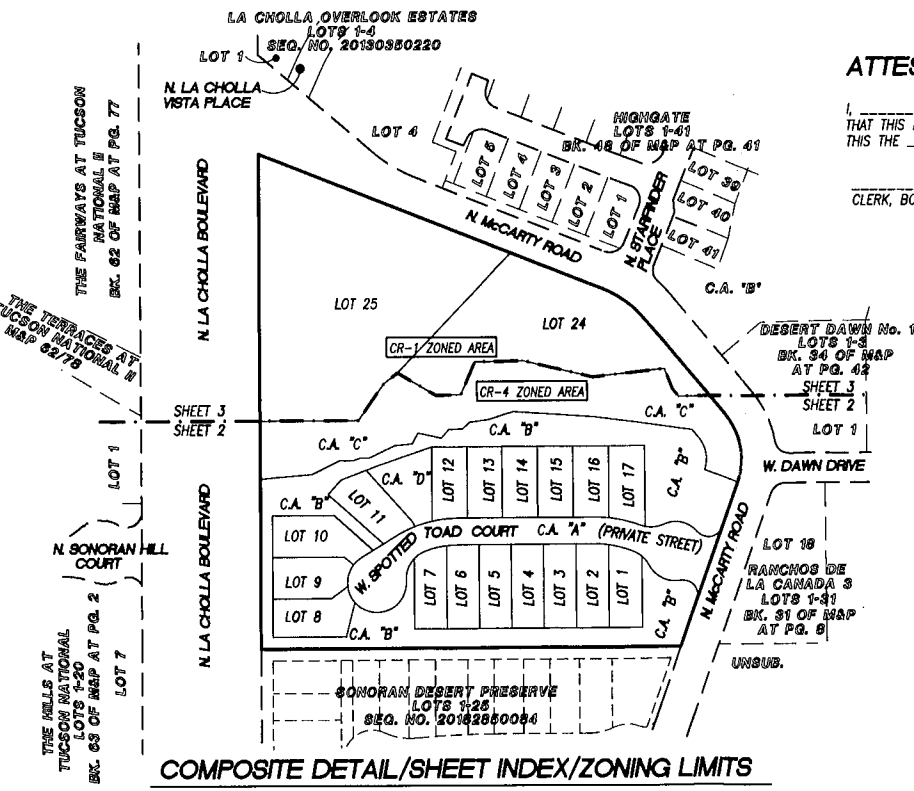
ATTEST

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 THE DAY OF 20, . . . . .
CLERK, BOARD OF SUPERVISORS DATE



LEGEND

- FOUND CENTERLINE MONUMENT AS SHOWN
2" BRASS SURVEY MONUMENT TO BE SET
FOUND PROPERTY CORNER AS SHOWN
1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
SUBDIVISION BOUNDARY
EASEMENT LINE (SEE ALSO "EASEMENT KEYNOTES", SHEETS 2 AND 3) NEW OR EXISTING TO REMAIN
EASEMENT LINE (SEE ALSO "EASEMENT KEYNOTES", SHEETS 2 AND 3) TO BE RELEASED
C10 CURVE DATA (SEE TABLE, SHEET 3)
L10 LINE DATA (SEE TABLE, SHEET 3)
NEW RIGHT-OF-WAY LINE
EXISTING RIGHT-OF-WAY LINE
STREET CENTERLINE
EX. 100 YEAR FLOODPRONE LINE ("F.P.L.") PER SEQ. NO. 20110270003
EX. EROSION SETBACK LINE ("E.S.L.") PER SEQ. NO. 20110270003
MATCHLINE

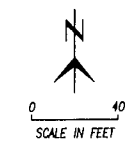
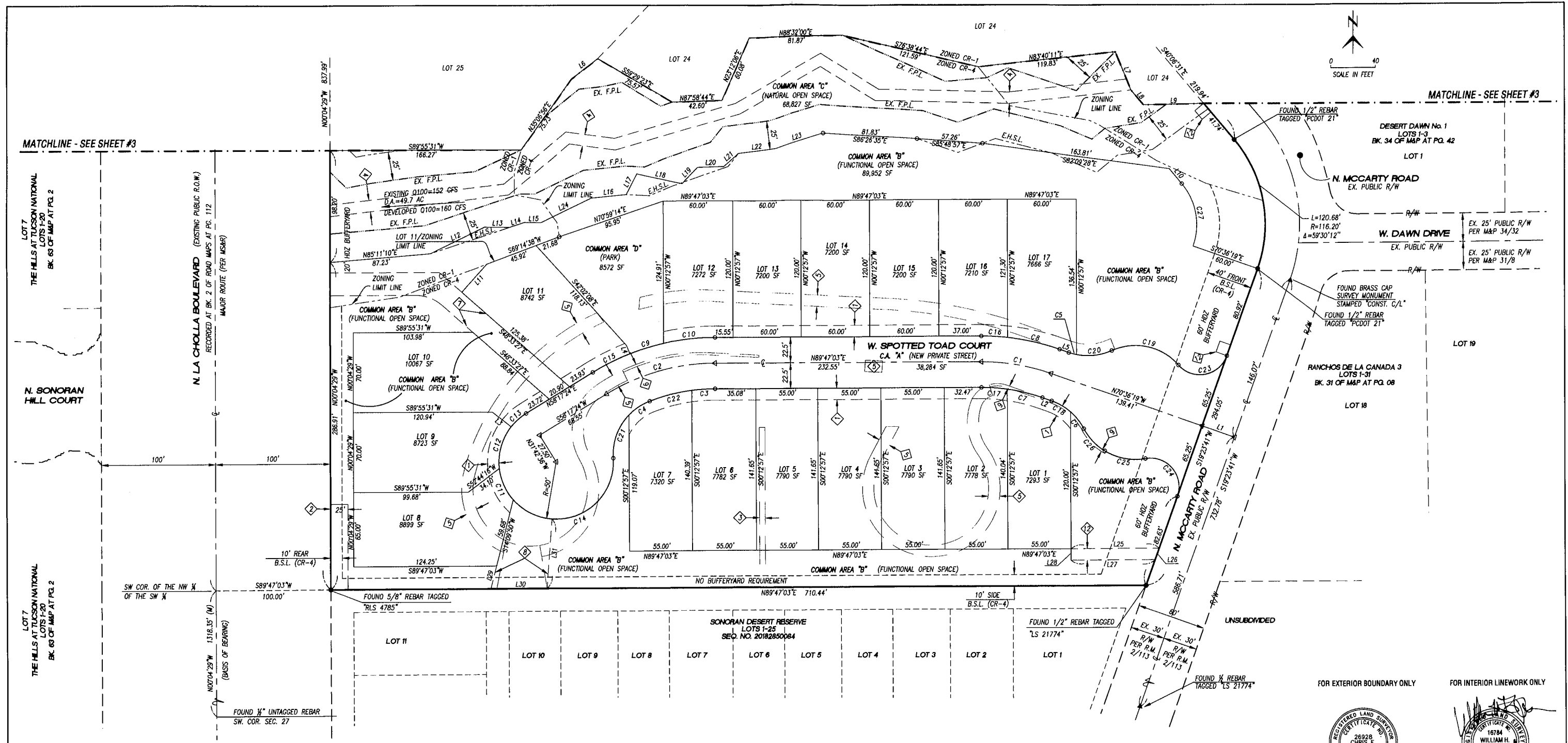


FINAL PLAT for
SUNSET MESA II, LOTS 1-17, 24 AND 25, AND COMMON AREAS 'A' (PRIVATE STREETS), 'B' (FUNCTIONAL OPEN SPACE), 'C' (NATURAL OPEN SPACE) AND 'D' (PARK)
BEING A RESUBDIVISION OF SUNSET MESA, LOTS 1 - 25 AND COMMON AREAS "A", "B", "C" AND "D", AS RECORDED IN SEQUENCE NO. 20110270003, LOCATED IN THE SW 1/4 OF SECTION 27, T12S, R13E, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1900

#P19FP00002 REF.: #P18TP00018; JOB #2209.1 DATE: AUGUST 1, 2019 SHEET 1 OF 3
C09-07-15; P1208-095





MATCHLINE - SEE SHEET #3

MATCHLINE - SEE SHEET #3

LOT 7  
THE HILLS AT TUCSON NATIONAL  
LOTS 1-20  
BK. 63 OF MAP AT PG. 2

N. SONORAN  
HILL COURT

LOT 7  
THE HILLS AT TUCSON NATIONAL  
LOTS 1-20  
BK. 63 OF MAP AT PG. 2

N. LA CHOLLA BOULEVARD (EXISTING PUBLIC R.O.W.)  
RECORDED AT BK. 2 OF ROAD MAPS AT PG. 112  
MAJOR ROUTE (PER MSBR)

DESERT DAWN No. 1  
LOTS 1-3  
BK. 34 OF MAP AT PG. 42

N. MCCARTY ROAD  
EX. PUBLIC R/W

W. DAWN DRIVE  
EX. PUBLIC R/W

FOUND 1/2" REBAR  
TAGGED "PCDOT 21"

RANCHOS DE LA CANADA 3  
LOTS 1-31  
BK. 31 OF MAP AT PG. 08

FOR EXTERIOR BOUNDARY ONLY

FOR INTERIOR LINework ONLY

**EASEMENT KEYNOTES**

- 1 NEW 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT (REPLACES PREVIOUS PUBLIC UTILITY EASEMENTS GRANTED PER SEQ. #20110270003 - SEE ALSO EASEMENT RELEASE NOTES)
- 2 EX. 15' OR 25' SLOPE EASEMENT GRANTED TO PIMA COUNTY PER SEQ. #20113340471 TO REMAIN
- 3 EX. 5' PRIVATE DRAINAGE EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION PER SEQ. #20110270003 RELEASED BY THE RECORDING OF THIS PLAT (SEE ALSO EASEMENT RELEASE NOTES)
- 4 EX. 10' PUBLIC LIMITED USE NON-MOTORIZED EQUESTRIAN TRAIL EASEMENT GRANTED PER SEQ. #20110270003 TO REMAIN
- 5 EX. 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQ. #20110270003 RELEASED BY THE RECORDING OF THIS PLAT (SEE ALSO EASEMENT RELEASE NOTES)
- 6 EX. 20' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQ. #20110270003 TO REMAIN

- 7 EX. 20' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQ. #20110270003 TO REMAIN
- 8 NEW VARYING WIDTH PUBLIC SEWER/PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT (INCLUSIVE OF EX. VARYING WIDTH PUBLIC SEWER/PUBLIC UTILITY EASEMENT PER SEQ. #20110270003)
- 9 EX. 1' NO ACCESS CONTROL EASEMENT GRANTED PER SEQ. #20110270003 RELEASED BY THE RECORDING OF THIS PLAT (SEE ALSO EASEMENT RELEASE NOTES)
- 10 EX. VARYING WIDTH SLOPE EASEMENT PER DOCKET 8965/1966 TO REMAIN
- 11 EX. VARYING WIDTH SLOPE EASEMENT PER DOCKET 8965/1961 TO REMAIN
- 12 NEW 10' X 10' (OR 10' WIDE STRIP - SEE PLAN VIEW) PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT

**EASEMENT RELEASE NOTES**

- THE FOLLOWING EXISTING EASEMENTS, GRANTED PER THE PREVIOUS FINAL PLAT PER SEQ. #20110270003 ARE REPLACED OR RELEASED BY THE RECORDING OF THIS PLAT:
  - EX. 5' PRIVATE DRAINAGE EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION PER SEQ. #20110270003
  - EX. 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQ. #20110270003
  - EX. 1' NO ACCESS CONTROL EASEMENT GRANTED PER SEQ. #20110270003

**FINAL PLAT for**  
**SUNSET MESA II, LOTS 1-17, 24 AND 25, AND COMMON**  
**AREAS 'A' (PRIVATE STREETS), 'B' (FUNCTIONAL OPEN SPACE),**  
**'C' (NATURAL OPEN SPACE) AND 'D' (PARK)**

BEING A RESUBDIVISION OF SUNSET MESA, LOTS 1 - 25 AND COMMON AREAS "A", "B", "C" AND "D", AS RECORDED IN SEQUENCE NO. 20110270003, LOCATED IN THE SW 1/4 OF SECTION 27, T12S, R13E, PIMA COUNTY, ARIZONA



**Baker & Associates Engineering, Inc.**  
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#P19FP00002

REF.: #P18TP00018;  
C09-07-15; P1208-095

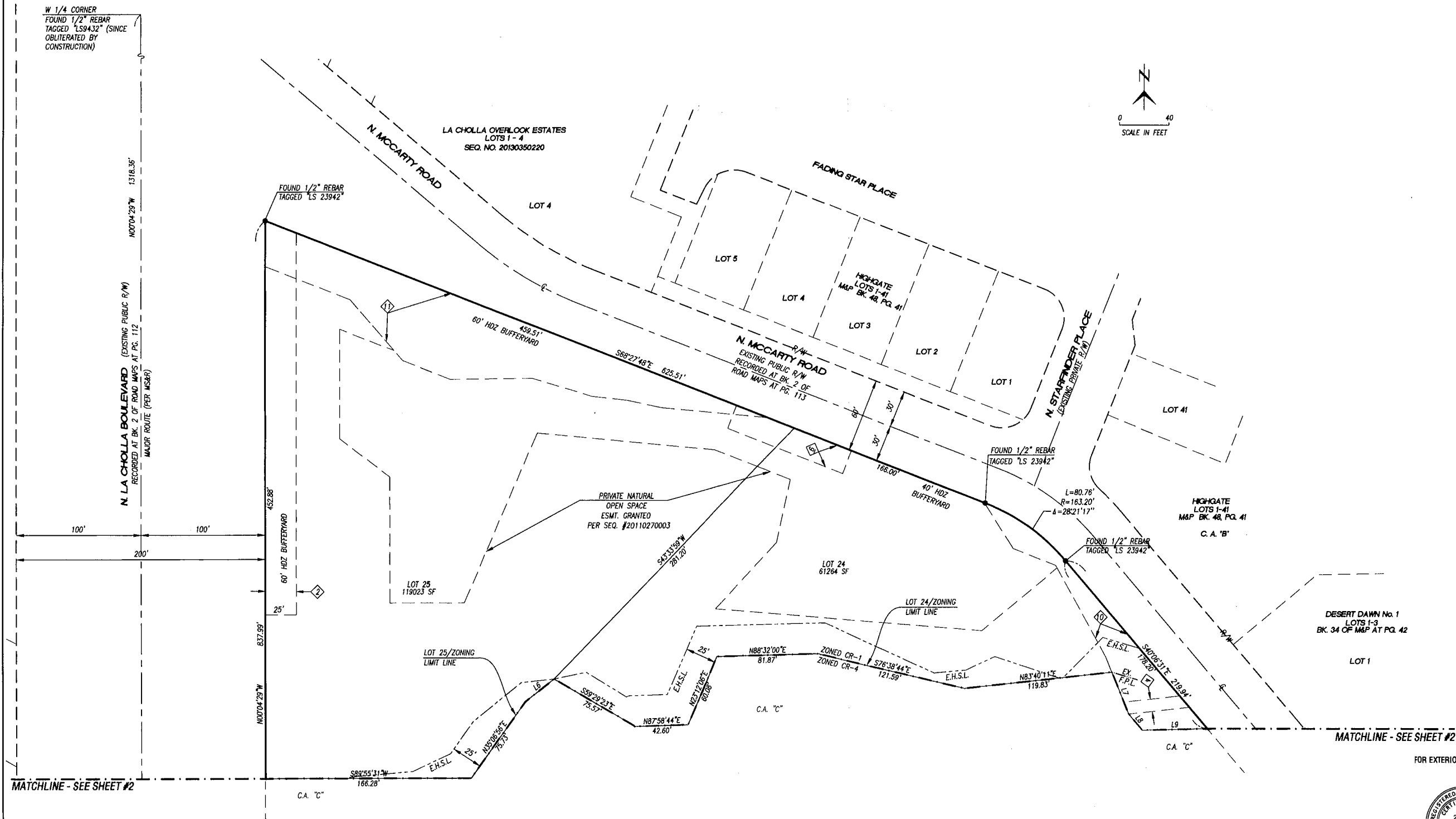
JOB #2209.1

DATE: AUGUST 1, 2019

SHEET 2 OF 3

SEQUENCE #

SEQUENCE #



NUMBER	DELTA	RADIUS	ARC LENGTH
C1	19°36'38"	181.00	61.95
C2	31°29'39"	181.00	99.49
C3	07°13'12"	158.50	19.97
C4	25°13'16"	50.00	22.01
C5	07°54'01"	50.00	6.89
C6	21°45'56"	50.00	18.89
C7	11°26'17"	158.50	31.64
C8	13°07'17"	203.50	46.80
C9	08°41'34"	203.50	30.87
C10	12°37'03"	203.50	44.81
C11	34°54'55"	50.00	30.47
C12	44°36'21"	50.00	38.93
C13	20°04'05"	50.00	17.51
C14	142°29'26"	50.00	124.35
C15	10°11'02"	203.50	36.17
C16	06°29'21"	203.50	23.05
C17	08°10'21"	158.50	22.61
C18	21°45'56"	50.00	18.99
C19	73°04'13"	50.00	63.77
C20	35°37'52"	50.00	31.09
C21	47°22'47"	50.00	41.35
C22	13°45'12"	158.50	38.05
C23	118°32'21"	25.00	52.16
C24	118°32'21"	25.00	52.16
C25	42°03'07"	50.00	36.70
C26	31°01'05"	50.00	27.07
C27	59°30'12"	56.20	58.37

CURVE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S70°36'19"E	30.00'
L2	N70°36'19"W	8.56'
L3	S51°46'41"E	20.83'
L4	N21°31'34"W	7.89'
L5	N70°36'19"W	8.56'
L6	S51°45'58"W	29.54'
L7	N21°51'20"W	36.49'
L8	S40°06'31"E	17.00'
L9	S88°46'19"W	52.80'
L10	S40°06'31"E	17.30'
L11	S41°26'33"W	32.80'
L12	S83°42'49"W	52.64'
L13	S89°27'22"E	22.04'
L14	S71°32'48"W	73.38'
L15	N89°34'54"W	74.72'
L16	N8°15'26"E	30.80'
L17	S26°44'05"W	20.34'
L18	N77°31'00"W	40.36'
L19	S42°47'00"W	19.53'
L20	S87°49'13"W	22.62'
L21	S47°39'39"W	17.16'
L22	S82°38'56"W	32.43'
L23	S72°26'41"W	44.51'
L24	N63°57'27"E	48.65'
L25	S89°47'03"W	76.47'
L26	N19°23'41"E	10.62'
L27	S89°47'03"W	72.91'
L28	S00°12'57"E	10.00'
L29	S14°09'50"W	20.65'
L30	S89°47'03"W	48.06'
L31	N04°13'00"E	61.00'

LINE TABLE

EASEMENT KEYNOTES

- 1 NEW 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT (REPLACES PREVIOUS PUBLIC UTILITY EASEMENTS GRANTED PER SEQ. #20110270003 - SEE ALSO EASEMENT RELEASE NOTES)
- 2 EX. 15' OR 25' SLOPE EASEMENT GRANTED TO PIMA COUNTY PER SEQ. #20113340471 TO REMAIN
- 3 EX. 5' PRIVATE DRAINAGE EASEMENT GRANTED TO THE HOMEOWNER'S ASSOCIATION PER SEQ. #20110270003 RELEASED BY THE RECORDING OF THIS PLAT (SEE ALSO EASEMENT RELEASE NOTES)
- 4 EX. 10' PUBLIC LIMITED USE NON-MOTORIZED EQUESTRIAN TRAIL EASEMENT GRANTED PER SEQ. #20110270003 TO REMAIN
- 5 EX. 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQ. #20110270003 RELEASED BY THE RECORDING OF THIS PLAT (SEE ALSO EASEMENT RELEASE NOTES)
- 6 EX. 20' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQ. #20110270003 TO REMAIN

- 7 EX. 20' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQ. #20110270003 TO REMAIN
- 8 NEW VARYING WIDTH PUBLIC SEWER/PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT (INCLUDING EX. VARYING WIDTH PUBLIC SEWER/PUBLIC UTILITY EASEMENT PER SEQ. #20110270003)
- 9 EX. 1' NO ACCESS CONTROL EASEMENT GRANTED PER SEQ. #20110270003 RELEASED BY THE RECORDING OF THIS PLAT (SEE ALSO EASEMENT RELEASE NOTES)
- 10 EX. VARYING WIDTH SLOPE EASEMENT PER DOCKET 8965/1966 TO REMAIN
- 11 EX. VARYING WIDTH SLOPE EASEMENT PER DOCKET 8965/1961 TO REMAIN
- 12 NEW 10' X 10' (OR 10' WIDE STRIP - SEE PLAN VIEW) PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT

EASEMENT RELEASE NOTES

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FOR EXTERIOR BOUNDARY ONLY FOR INTERIOR LINWORK ONLY



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#P19FP00002 REF: #P18TP00018; JOB #2209.1 DATE: AUGUST 1, 2019 SHEET 3 OF 3  
 C08-07-15; P1208-095