BOARD OF SUPERVISORS AGENDA ITEM REPORT



Requested Board Meeting Date: 1/05/2021

Title: FINAL PLAT (P20FP00008) WHETSTONES SHADOWS II, LOTS 27-43.

Introduction/Background:

Final Plat process to create a legally subdivided property.

Discussion:

N/A

Conclusion:

N/A

Recommendation:

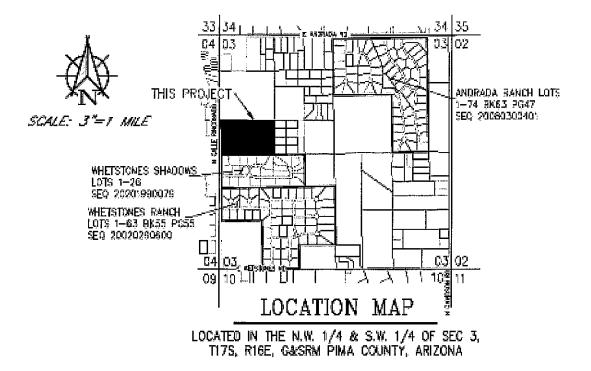
Staff recommends approval.

Fiscal Impact:

N/A

Board of Supervisor District:

□ 1	□ 2	□ 3	⊠ 4	□ 5	
Department:	Development Se	rvices		Telephone: <u>724-6490</u>	
Department [Director Signatur	e/Date:	TA 1	2/15/2020	2
Deputy Coun	ty Administrator	Signature/Date:	Do		12/14/2020
County Admi	nistrator Signatu	re/Date: (E, Parl	ulbany 1:	2/16/20



P20FP00008

Whetstones Shadows II

Lots 27-43

ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P20FP00008

THIS AGREEMENT is made and entered into by and between Four R Development, LC, 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>202063-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 property which is the subject of the subdivision plat ("the Subdivision Plat") identified as <u>WHETSTONES SHADOWS II Lots 27-43</u>, <u>inclusive</u> recorded in Sequence number ______ on the ______ day of _______..., 2020, 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.

Page 1 of 4

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 replat 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. Assurance Agreement Page 3 of 4 6/16 2.17. *Effective Date.* This Agreement is effective on the _____ day of _____ 2020, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

ATTEST:

Chairman, Board of Supervisors

SUBDIVIDER:Four R Development, LC, a Arizona_limited liability company

By Ranel Cox

Its: Manager

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No 202063 -S, and not in its corporate capacity

Clerk of the Board Its: STATE OF ARIZONA County of Pima) The foregoing instrument was acknowledged before me this 22hcdav of Jeptember, 2020, by <u>Ranel Cox, as Manager</u> of Four[®]R Development, [®]LC, ("**Subdivider**"), a Arizona limited liability compan. NOTARY PUBLIC My Commission Expires: STATE OF ARIZONA Pima County **CINDY A. REICHE** COMMISSION # 556114 My Commission Expires December 27, 2022 STATE OF ARIZONA County of Pima The foregoing instrument was acknowledged before me this _____ dav of 2020, by Diane L. Sloane, as Trust Officer of Title Security Agency, LLC ("Trustee"), a Delaware limited liability company, on behalf of the company, as trustee under trust number 202063.-5 **NOTARY PUBLIC** STATE OF ARIZONA Notary Public Mv Commission Expires: Pima County **CINDY A. REICHE** COMMISSION # 556114 ly Commission Expires December 27, 2022

FINAL PLAT 34 35 33/02 WHETSTONES SHADOWS II 辍 THIS PR ANDRADA RANCH LOTS 1-74 BK83 PC47 EO 20050330401 LOTS 27-43 SCALE: 3"=1 WILE GENERAL NOTES 1. THE GROSS AREA OF THIS SUBDIVISION IS 18.02± ACRES 2. THE GROSS OF LOTS IS 17, SHEFTS IS 0.00 MLES 3. TOTAL MLES OF NEW PORTO SHEFTS IS 0.00 MLES 3. TOTAL MLESSOR LES WITHIN AREA DESCRIPTION AN ASSURED WATER SUPPLY. 5. TOTAL RESULATED REMAIN HASTAT (REN) ONEITE AP ACRES 7. TOTAL RESULATED REMAIN HASTAT (REN) ONEITE AP ACRES 7. TOTAL MEDIALBALL (C.M.) NORTE 212 ACRES 7. TOTAL MEDIALBALL (C.M.) NORTE 212 ACRES KRETSTORES SHADOT LOTS 1-25 SEQ 20201890079 <u>CERTIFICATION OF ENGINEERING</u> I HEREV CERTIFITHAT THE RLOOPPONE LIMITS, AND/OR EROSION HAZARD SETBACKS SHOTM ON THIS PLAT WERE PREPARED BY ME OR UNCER MY SUPERVISION. WETSTONES RANCH _____ TOTAL RECULATED IMPRIANT HARTAT (TRNI) ONSITE 427 ACRES TOTAL RECORDERNMENT C (C) ONSITE 212 ACRES TOTAL RECORDERNMENT CONSITE 211 ACRES TOTAL RECORDERNMENT CONSITE 211 ACRES MOUNT OF ADDRIVER TO TOM FORCE TO TOM FORCE TOTAL RECORDERNESS MOUNT OF REN LOSITE.212 ACRES MOUNT OF REN LOSITE.212 ACRES MOUNT OF REN LOSITE.212 ACRES ACCONT OF DETENDION REQUIREMENTS HAS EXENCIDENT OF ACRES A WARTE TO TERMINION REQUIREMENTS HAS EXEN GRAVIED FOR THIS PROJECT BY THE FLOCOFULAN ADDRESS TATUE. THE OWNER HAS PAID A FEE IN-LEU OF PROVIDING STORMMENTER DETENTION RADIES. 13 ערים 1221 LOCATION MAP LOCATED IN THE N.W. 1/4 & S.W. 1/4 OF SEC 3, 1075, RIGE, GASRIA PIMA COUNTY, ARIZONA UPERNICH FAULTERS 1. HAINUR, FRUITESURER, PARKS AND RECERTION N-LEU FEE OF \$10,057.00 SHALL BE PAUD AT THE THE SUBCINESS ASSUMPTION ASSUMPTION AND RECERTION OF THE 13TH LOT THE SUBCINESS ASSUMPTION ASSUMPTION AND AND ADDRESS ASSUMPTION AND AND SUBCINESS AND ADDRESS ASSUMPTION AND ADDRESS ASSUMPTION AND ADDRESS AN JAMES R MCMURTRE, P.E. <u>52628</u> REGISTRATION NUMBER RECORDING STATE OF ARIZONA LEGEND PERMITTING NOTES 155 COUNTY OF PINA SUBJECT PARCEL BOUNDARY ADJACENT PROPERTY/ROW LINE THIS INSTRUMENT WAS FILED FOR REDORD AT THE REQUEST OF JAMES ALAMATANE P.C. ON THIS DEPART OPERATION OF 20 N SEQUENCE NO. ----- EASENENT LINE - CENTERLINE ____ - 100-YR FLOODPLAIN LIMITS ----- EHSB EROSION HAZARD SETBACK KAPPED IRA-C RIPARIAN HABITAT LIMITS COUNTY DOCOODED DATE DEDICATIONS WE, THE UNDERSCHED, HEREBY WARRANT THAT WE ARE THE ONLY PARTY BANING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDINSION OF SAID LAND IN THE NAMMER SHOWN HERECON. MAPPED ZERORIPARIAN-C UMITS 0 SURVEYOR FOUND MONUMENT AS NOTED BRASS CAP SURVEY MONUMENT PER PAG SD 103 10 BE SET BY AZ REGISTERED LAND SURVEYOR NE, THE UNDERFIGHED, DO HEREBY HRLD HARMLESS PAIA COUNTY AND PILA COUNTY FLOOD CONTROL DISTRICT. THER SLOCKSORE, ASSIGN, DIFLOYDES, OFFICER, MO ACHTS ROUM ANY AND ALL CLAIKS PRO LANGES RELATED TO THE USE OF THE ROPERTY COPULATION HIRS PLAY HORY AND H THE FUTURE BY REASON OF ADDING, FLOWAGE, ENGION, OR DAMAGE CAUSED BY WATEH, WHETHER SUPRACE, FLOOD OR NUMFALL. 5 ASSURANCES ۰ 1/2" REBAR CORNER MONUMENT TO BE SET BY AZ REGISTERED LAND SURVEYOR (SUBDIVISION STANDARDS) IN THIS SUBDIVISION. MEASURED DEVENSION OR CALCULATED DERIVATIVE THEREOF (M) WE HEREBY DEDICATE AND CONVEY TO PINA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS AND ROADS. RY: (RAD) RADIAL LINE HE HEREBY GRANT TO POLA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMPATS AS SHOWN NERCON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND OTHER USES AS DESIGNATED BY THE PLAT. CHAIRMAN, BOARD OF SUPERVISORS DATE FUE PUBLIC UTILITY EASEMENT -∕₃> PLAT SHEET INDICATOR ATTEST WE HEREBY GRANT AND ODINEY TO PULA COUNTY ALL PUBLIC DRAINAGE EASENEITIS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, DOISTRUCTION, MAINTENNICE AND HEPLACEMENT OF ORIANGE FACELIES, DETENTION BASING, CHANGELS ON OTHER RECESSARY UNMACHE MYNARTIOLOGIE. FLOW DIRECTION I ______CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARZONA, ON THIS THE * ACCESS LOCATION FOR CORNER LOT DAY DE TILE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202063-S, AS TRUSTEE ONLY AND NOT OTHERMISE. CLERK BOARD OF SUPERVISORS DATE EY: DIMONSORIA 12/4/20 BENEFICIARY THE BENEFICIARY OF TITLE SECURITY AGENCY, LLC TRUST NO. 202063-5 (S-FOUR R DEVELOPMENT, LC ATTN: RANEL COX 10510 E ESCALANTE RD TLICSON, AZ 85730 STATE OF ARIZONA)ss COUNTY OF PIMA on this $\underline{\Box}_{\mathcal{H}}^{\mathcal{H}}$ day of $\underline{\Box}_{\mathcal{H}}^{\mathcal{H}}$. 20.50 before he personally appeared diame 1. Slowe who acknowledged hergely to be the transformed for this security acsocy, i.i.e. a delaware limited lorgity to before this source of the transformation of NY COMMISSION EXERCES 5252021 NOTARY PUBLIC REF. NO: P20TP00005 Bynamic (The Civil Designs ... CERTIFICATION OF SURVEY I HEREY CERTY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION NOT THAT ALL BOUNDARY MODULATES INFORMED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY STORM. ABOR INTERPOSING THAT FREEDOM AD BAR FREEDOM AND FREEDOM AD BAR FINAL PLAT WHETSTONES SHADOWS 11 LOTS 27-43 LOCATED IN THE H.W. 1/4 & S.W. 1/4 OF SEC 3, 7175, R16E, G&SRM, PIMA COUNTY, ARIZONA

20 IIY DATE RESCRIPTION

.....

GREDORY W. BAUER SURVEYOR

35111 RLS KUMBER

JOB NO 020003 APPROVED BY DATE DATE NOVENBER, 2020 SCALE VERE N/A SEQ #

CASE NO:

P20FP00008

SCALE HORIZ: N/A

SHEET 1 OF 4

SEQ #

