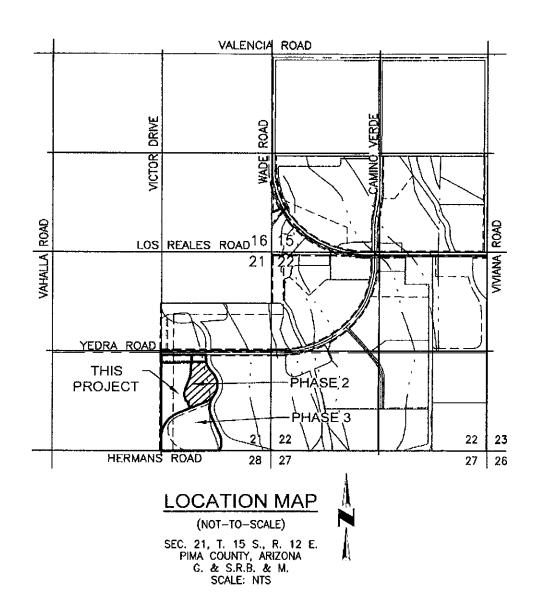


# **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: 9/17/2024

\*= Mandatory, information must be provided

nte "N/A". IMON AREA "A1" THROUGH "A5"
IMON AREA "A1" THROUGH "A5"
IMON AREA "A1" THROUGH "A5"
aladal
Date: 20 20
Date: 9/3/2024
Date: 937024
•



# P24FP00001 STAR VALLEY BLOCK 3, PHASE 2 LOTS 1 -85

COMMON AREA "A1" THROUGH "A5", "B", "C".

ASSURANCE:	
ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREE 202005R FROM TITLE SECURITY AGENCY, LLC, A DELAWARE	EMENT, TRUST NO.
COMPANY AS RECORDED IN SEQUENCE NUMBER HAS BEEN PROVIDED TO CUMPANTEE IMPROVEMENTS AS REPIMA COUNTY ZONING CODE CHAPTER 18.69 (SUBDIVISION THIS SUBDIVISION.	QUIRED BY THE STANDARDS) IN
BY: DA CHAIR, BOARD OF SUPERVISORS PINA COUNTY, ARIZDNA	TE:
ATTEST:	
CLERK OF THE BOARD HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE E SUPERVISORS OF PIMA COUNTY, ARIZONA.	OF SUPERVISORS, BOARD OF
ON THIS THE DAY OF 20_	-
BY: CLERK, BOARD OF SUPERVISORS PIMA COUNTY, ARIZONA	TE:
CERTIFICATION OF SURVEY	
I MEMERY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUME HERON ACTUALLY ENIST, AND THEIR LOCATION, SIZE AND MOCHRECITY SHOWLY REPLACED TO THE REPLACED CO. ALCOCER.	MADE BY ME OR ENTS INDICATED ATERIAL ARE
BY Hold D. F.	Service Control of the Control of th
ROSERVICE 33851 ROSERVICE 33851 ROSERVICE 33851 ROSERVICE 35014 (802)-754-6831 CMJSUREPROCUCICOM	ALGOSCEN . AND
PHOENIX, ARIZONA 85014 (502)-264-6831	
CVLSURVEY®CVLCLCOM	The Part of the Pa
CERTIFICATION OF ENGINEERING	
I HEREBY CERTIFY THAT THE GEOMETRIC DESIGN, FLOOD PF AND/OR EROSION HAZARO SETBACKS SHOWN ON THIS PLAY BY ME OR UNDER MY SUPERVISION.	RONE LIMITS, IT WERE PREPARED
BY: Mathew C. OLSEN REGISTRATION NUMBER 19246	
	1924s Marmery OLSON
RECORDING	71
STATE OF ARIZONA ) )SS	- many
COUNTY OF PIMA	
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUES	T OF
ON THIS DAY OF :	
SEQUENCE NO, PIMA COUNTY REC	ORDS.
COUNTY RECORDER DAT	TE
HOMEOWNERS' ASSOCIATION CONS	ENT
HOA:	
STAR VALLEY MASTER HOMEOWNERS' ASSOCIATION RATIFICATE	
BY THIS RATIFICATION GREATH, MANY, DULY ELECTED PRES OF STAR VALLEY MASTER HOMEOWNERS' ASSOCIATION, ACKN RESPONSIBILITIES DEDICATED MEREON.	IOWLEDGES THE
STAR VALLEY MASTER HOMEOWNERS' ASSOCIATION	
BY: ALLY MASTER HOMEOWNERS' ASSOCIATION BY: ALL MAIL ITS: TRASSIANT	
ACKNOWLEDGMENT	
STATE OF ARIZONA ) ) 55	
COUNTY OF PIMA )  ON THIS 31 DAY OF JULY 20284 GYR COTY PERSONALLY APPEARED GEFORE WE AND ACKNOWLEDGED H	1 Mdhl
PERSONALLY APPEARED BEFORE HE AND ACKNOWLEDGED HI	MSELF TO BE THE
Pursident of the star valley master home association, and as such agent, executed this instru purposes hereon contained.	OWNERS' MENT FOR THE
IN WITNESS WHEREOF, I SET MY HAND AND SEAL.	AND ROWNING MAKES THE PARTY OF
BY: Benjan Taplac NOTARY PUBLIC	

MY COMMISSION EXPIRES: July 17, 2026

### DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT I AM/WE ARE ALL AND THE CNLY (PARTY/PARTIES) HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PIAT, AND LYME, CONSENT TO THE SUBDIMISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC FOREVER ALL RIGHTS—OF—WAY AS SHOWN MEREON, INCLUDING ALL STREETS, ROADS, AND EASEMENTS.

WE HEREBY GRANT TO PIMA COUNTY AND ALL UTKITY COMPANIES ALL PUBLIC EXSEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SENERS AND UTLITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

WE THE UNDERSOLDED TO HERBEY HILD HAWLESS PAIN COUNTY AND DISK COUNTY FLOCO COMPAND, DESTRUCTION, THERE PROCESSORS COUNTY AND DISK OFFICERS, AND AGENTS FROM ANY AND ALL CLAIMS FOR STRUCKS MEANING TO THE USE OF THE PROPERTY DESCRIPTION FAIR THAT ANY AND IN THE FUTURE BY REASON OF FLOOMING, FLOWING, ENGOIGN, OR DAMAGE CAUSED BY WATER, WITCHES SUPPRICE, FLOOD OF ROMANDE, DECISION, OR DAMAGE CAUSED BY WATER, WITCHES SUPPRICE, FLOOD OF ROMANDE.

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND COMPRISHING OF ALL OWNERS OF PAIN COUNTY AND ALL UTILITY COMPANIES FOR ACCESS, INSTALLATION CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEMERS.

DRAINAGE WAYS, PUBLIC SEWERS, AND COMMON AREAS WITHIN

THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LUBILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEMAYS, PRIVATE SEWERS AND PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

TITLE SECURITY ABOUT, LLC, A DELWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER PROST NO. 202005R AND NOT OTHERWISE.

NWE Ronde TATTO is: Trust Officer STATE OF ARIZONA

COUNTY OF PIMA ON THIS 31st DAY OF July 2024 BEFORE ME PERSONALLY APPEARED

APPLAND

ROBUS TATTO

WHO ACKNOWLEDGED TO BE THE TRUST
OFFICIAL OF THE GUARANTY ACKNOW FOR ANDERSON AND BEING AUTHORIZED SO
TO DO, EXECUTED THE FORECOME INSTRUMENT FOR THE PURPOSE THEREIN,
MY COMMISSION EXPIRES: LTM. C. C. L.

NOTARY PUBLIC

L1112026



## GENERAL NOTES

- 1. THE GROSS AREA OF THIS SUBDIVISION IS 17,166 ACRES.
- 2. THE BASIS OF BEARING:

THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15 RECORDED IN STAR VALLEY MASTER BLOCK PLAT, BOOK 56 OF MAPS AND PLATS AT PAGE 55, SAID BEARING SEING: N 8759'34" E

- 3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.47 MILES.
- THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

#### PERMITTING NOTES

- 1. ZONING FOR THIS DEVELOPMENT IS STAR VALLEY SPECIFIC PLAN SFR-1.
- 2. GROSS DENSITY IS 4.95 RAC (85 LOTS /17.166 ACRES)
- 3. AVERAGE LOT AREA PER DWELLING UNIT IS 8,797 SQ.FT.
- 4. THIS SUBDIMISION IS SUBJECT TO ORDINANCE NO. 1987-212 AS APPROVED ON 12/1/87 AND AMENDED BY DRDINANCE NO. 1992-101 AS APPROVED ON 10/20/92 AND BY ORDINANCE NO. 1998-40 APPROVED
- The following conditions affect the issuance of building permits: 1.) The maximum number of residences shall be 7,085. (for blocks 1-30)
- 5. DEVELOPMENT STANDARDS MINIMUM ALLOWABLE LOT SIZE IS 3,200 S.F.

- SFR-1
  1. MINIMUM YARD REQUIREMENTS
  A FRONT: 20 FT,
  B. SIDE: 5 FEET FOR ONE-FAMILY DWELLING
  OFFEET FOR OUTLES EXCEPT REMAINING
  OFFEET FOR OUTLES EXCEPT REMAINING
  C. REAR 20 FEET

\*WITH THE APPROVAL OF THE PLANNING OFFICIAL, A 10" REAR YARD SETBACK APPLIES TO LOTS 1 THROUGH 85

- 2. BUILDING HEIGHT LIMITATIONS: A. MAXIMUM HEIGHT: 30 FT B. MAXIMUM NUMBER OF STORIES: 2
- 3. SETBACKS FOR DORNER LOTS ARE EQUAL TO THE SIGHT VISIBILITY TRIANGLE OR THE ZONING DESIGNATION SETBACKS, WHICHEVER ARE GREATER.

ACCESSORY STRUCTURES
TO MAIN BUILDING: 7 FT.
TO FRONT LOT LINE: 10 FT.
TO SIDE LOT LINE: 3 FT.
TO REAR LOT LINE: 3 FT.
MAXIMUM HEIGHT: 24 FT.

- ALE 100-YEAR FEMA FLOODPLAINS ARE CONTAINED WITHIN THE EXISTING, OFFSITE PUBLIC DRAINAGEWAY.
- NO LANDSCAPING OR IMPROVEMENTS ARE TO BE CONSTRUCTED OR MARYTAINED BETWEEN THIRTY INCHES (30") TO SEVENTY TWO INCHES (72") IN HEIGHT ABOVE ADJACENT CURB WITHIN ALL SITE VISIBILITY TRIANGLES.
- THIS PROJECT IS SUBJECT TO THE STAR VALLEY SPECIFIC PLAN. THE RECREATION AREA REQUIREMENTS WILL BE PROVIDED IN ACCORDANCE TO THE RECREATION AREA REQUIREMENTS INDICATED IN THE SPECIFIC PLAN

# OWNER

TITLE SECURITY AGENCY LLC TR 202005R ATTN: CAC STAR VALLEY, LLC 6720 N SCOTTSDALE ROAD, STE 250 SCOTTSDALE, ARIZONA 85253

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

### SHEET INDEX

KEYNOTES

1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS FINAL PLAT.

(2) 10' PUBLIC UTILITY EASEMENT CRANTED TO PIMA COUNTY AND ALL UTILITY COMPANIES BY THIS PLAT.

3 45' PUBLIC RIGHT-OF-WAY DEDICATED TO PIMA COUNTY BY THIS PLAT. SIGHT VISIBILITY TRIANGLE GRANTED TO PIMA COUNTY BY THIS PLAT.

SHEET 1: COVER SHEET/NOTES SHEET 2: NOEX DRAWING SHEET 3-5: PLAN SHEETS SHEET 8: SVT EASEMENT DETAILS

# ENGINEER

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

# BENEFICIARY GAC STAR VALLEY, LLC. AN ARIZONA UNITED LIABILITY COMPANY 6720 N SCOTTSDALE ROAD SUITE 250 SCOTTSDALE, AZ 85253

APN R/W

# VALENCIA ROAD LOS REALES ROAD 16 5 THIS PROJECT 2 22 22 23

# LOCATION MAP (NOT-TO-SCALE) SEC. 21. T. 15 S., R. 12 E. PINA COUNTY, ARIZONA G. & S.R.B. & M.

### LEGEND

SECTION CORNER - FOUND BRASS CAP
(UNLESS OTHERWISE NOTED)

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

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

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

S.V.E. SIGHT VISIBILITY TRIANGLE EASEMENT SIDEWALK AND PUBLIC UTILITY EASEMENT

PUBLIC UTILITY EASEMENT

V.N.A.E. VEHICULAR NON ACCESS FASEMENT

SEWER LINE EASEMENT S.L.E.

AC. ACRES

CURVE NUMBER

L3 LINE NUMBER

ASSESSOR PARCEL NUMBER

RICHT-OF-WAY

ĐX. EXISTING

PIMA COUNTY RECORDER P.C.R.

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

1/2" REBAR TO BE SET AND TAGGED AT COMPLETION OF GRADING IMPROVEMENTS

S.F. SQUARE FEET

SHEET NUMBER

DOC **COCUMENT NUMBER** 

### FINAL PLAT FOR STAR VALLEY BLOCK 3, PHASE 2

STAR VALLET BLOUR 3, PHASE Z

COMMON AREA "A1" THROUGH "A5" (PRINTE BRAINGE AND DEN

SPACE) AND COMMON AREA "C" (PRINTE DRAINGE AND LANDSCAPE

BUFFERWAD) COMMON AREA "C" (PRINTE DRAINGE AND LANDSCAPE

BUFFERWAD) COMMON AREA "C" (PRINTE DRAINGE AND OPEN SPACE)

BEING A RESUBBORISION OF A POPTITION OF STAR VALLEY BLOCK 3

AS RECORDED IN BIRGS MAP, PC 55

AS RECORDS OF PAIN COUNTY, AREZONA

LOCATED N PORTION OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE

LOCATED N PORTION OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE

SEE SHEET 2 FOR CURVE TABLE AND LINE TABLE GROSS AREA = 17.166 ACRES



SCOREGIANTS orth 12th Street

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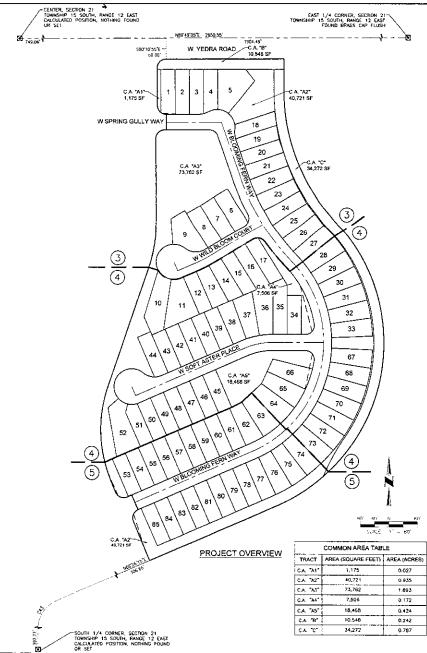
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in Control M CLSEN
in Project # 01-0357901

6 2021 Good was too Community

A control of the Community

B control o



	CURVE TABLE						LINE TABL	.E	
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING	NO.	BEARING	LENGTH
Ct	3B.68	25.00	088'38'36"	24.41	34.93	S22'06'57"W	Ľ1	N18 27 44 W	10.82
C2	39.86	25.00	091"21"24"	25.60	35.77	S67'53'03"E	L2	\$18'50'18'E	17.68
C3	269.21	376.00	041'01'23"	140.67	263.50	S01'41'40"E	LJ	\$42'58'01"E	6.10
C4	140.601	424.00	018'59'57"	70.95	139.95	NG9"19"D3"E	L4	S85 32 47 E	48.42
Co	39.27	25.00	090.00,00	25.00	35.36	544'49'05'W	L5	N43'47'16'W	4.86
Св	39.27	25.001	090.00,00	25.00	35.36	S45'10'55'E	L6	N14'26'28'W	132.65
C7	39.27	25.001	090'00'00"	25.00	35.36	544'49'05'W	L7	N11'19'17"E	103.48
C6	#1D.71'	550.00	042"47'06"	215.46	401.23	S21'34'28'E	L8	S17'34'45 E	102.48
Ċ9	675.45	500.00	077"24"04"	400.58	625.25	N04'15'59"W	L9	S24'06'58"E	73.78
C10	279.28	500.00	032"00"12"	143.39	275.66	N50"26"09"E			
CII	275.83	655.00	024'07'42"	139.99	273.80	530'54'09'E	i		
C12	639.67	335.00	109'24'16"	473.18	546.63	N11'44'07'E			
C13	56.27	400.00	008.03,36	28.18	56.22	N62'24'27"E			
C14	82.46	200:00*	925'37'24"	41.82	81.88	S78'14'57'W			
C15	32.67	67.50'	027"44"07"	15.66	32.36	N75'57'01"E			
C16	109.09	50.00	125'90'30"	96.07	68,70	N55'24'47'W	i		
C17	30.55	67,50	025'55'46"	15.54	30.29	\$05'52'25 E			
C18	265.36	632.50	024'07'42"	135.18	264.40	\$30'54'09'E	i		
C19	682.63	357.50	109'24'16"	504.96	583.55	N11'44'07'E	i		
C20	310.16	312.50*	056'52'00"	169.20	297.59	N38'00'15TE			
C21	43.42	25.00'	099:30:36*	29.54	38.16	N40*11*03*W	i		
C22	73.18	177.50°	023'37'24"	37.12	72.67	\$78'14'57'W	i		
C23	212.28	50.00	243'15'23"	~81.18	85 15	508'03'56'W	i		
C2+	55.20	50.00	063 15 23	30.79	52.44	581'56'04'E	i		
C25	91,74	222.50	023'37'24"	46.53	91.09	S78 14 S7 W			
C26	43.42	25.00	099"30"36"	29.54	38.16	N40"18"22"E	i		
C27 -	182,81	312.50	033"31"04"	94.11	180.22	N25'12'28'W			
C28	88.30	677.50	007"28"03"	44.21	88.24	839'13'59"E			
C29	37.58	25.00	086'07'23"	23.36	34.14	N78'33'39'W			
C30	59.43	422.50	008.03,30,	29.77	59.39	N62'24'27"E			
C31	210.91	50.001	241"41"04"	-83.74	85.86	507 16 47 W			
C32	59.93	50.00	055'40'21"	34.15	56.40	S86*12*52*E			
C33		377.50	001"04'18"	3.53	7.06	N58'54'49"E			
C34		25.00		23.36					
			OB6-07'23		34.14	N15'18'58"E			
C3B i	105.32	677.50	005 54 25	52.77	105.22	523'17'31"E			
C37	511.15	25.00	071"20"37"	17.95	29.16	N54'30'37"W	i		
		578.00	042"47"06"	226.43	421.66	521'34'28'E	i		
C38	537.63	472.00	077'24'04"	378.15	590.24	504'15'59"E			
C39 :	124.00	608.00'	017'41'06"	62.21	123.78	528'35'31'W	i		
C40		517.50	024"07'42"	110.60	215.32	530'54'09'E	i		
C41	336.24	472.50	040'46'23"	175.60	329.19	N22'34'49'W	l		
C42	527.40	472.50	063'57'10"	294.98	500.44	N34'27'40"E			
C43	812.58	700.00*	066"30"38"	459.03	767.72	N33'10'56"E	i		
C44	14,18′	25.00	032'29'29"	7.28	13.99	N73'56'11"W			
C45	4.86'	25.00	011'08'57"	2.44	4.86	54.5'47'16"E			
C46	115.17	312.50	021*06'58"	58.25	114.52	520'00'25 E			
C47	22.48	25.00	051'30'33"	12,06	21.73	S16'18'20"W			
C48	21.27	25.00	048'45'28"	11.33	20.64	S14'48'29"E			
C49	85.71	312.50	015"42"52"	43,13	85.44	517'25'41'W			
C50	24.30	376.00	003"42"08"	12.15	24.29	N20"21"17"W			
	- 2 001	25.00	029'30'38"	6.58	12.73	N36'57'40'W			
C51	12.88	40.00	023 00 00						

39	4,600	
40	4,600	
41	4,600	
42	4,600	
43	4,600	
	FINA	
STAR	VALLEY	_
OTAL		.0
	EA "A1" THROUG COMMON AREA "	
BUFFERYARD)	COMMON AREA	č.

LOT AF	REA TABLE	LOTA	REA TABLE
LOT#	AREA (SQUARE FEET)	LOT#	AREA (SQUARE FEET)
1	5,116	45	4,600
2	5,140	46	4,600
3	5,128	47	4,600
-	4 774	48	4,600
5	8.999	49	4,600
6	5,157	50	4,500
<del>,</del>	5,175	51	4,694
8	5,175	52	8,275
9	7,242	53	4,600
10	8,073	54	4,600
11	8,634	55	4,600
12	4,600	56	4,600
13	5,129	57	4,600
14	5.098	58	4,600
15	5,030	59	4,600
	5.257	60	4,600
16		61	4,600
17	5,465 4,834	52	5,436
19	4,738	63	5,753
		64	5,756
20	4.608	65	5,755
21	4,719	66	5,755
22	5.015	67	<del>-</del>
23	5,015		5,197
24	5,015	68	5,197
25	5,015	1	5,197
26	5,015	70	5,197
27	4,809	71	5,197
28	5,197	72	5,197
29	5,197	73	5,197
30	5,197	74	5,197
31	5,197	75	5,197
32	5,197	76	5,197
33	5,197	77	4.741
34	4,400	78	4,600
35	6,048	79	4,600
36	8,703	80	4,600
37	5,815	81	4,600
36	4,991	82	4,600
39	4,600	83	4,600
40	4,600	84	4,600
41	4,600	85	4,600
		_	

# PLAT FOR BLOCK 3, PHASE 2

COMMON AREA "A" THROUGH "AS" (REWATE DRAININGE AND OPEN SPACE) AND COMMON AREA "E" (PRIVATE DRAININGE AND DEN SPACE) AND COMMON AREA "C" (PRIVATE DRAININGE WAY OPEN SPACE BUFFER/ARD) COMMON AREA "C" (PRIVATE DRAININGEWAY OPEN SPACE BEING A RESIDINGSION OF A POPITION OF STAR WAI IT 'S IDON A SECONDO OF INDICATION OF SECTION 21, TOMMSHIP TO SOUTH, RANGE LOCATED IN A POPITION OF SECTION 21, TOMMSHIP TO SOUTH, RANGE 12 FAST, CASSAN PARA COUNTY, ARIZONA

GROSS AREA = 17,166 ACRES

SEE SHEET 2 FOR CURVE TABLE AND LINE TABLE



Consultants,

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VALLEY BLOCK PIMA COUNTY, ARIZOL

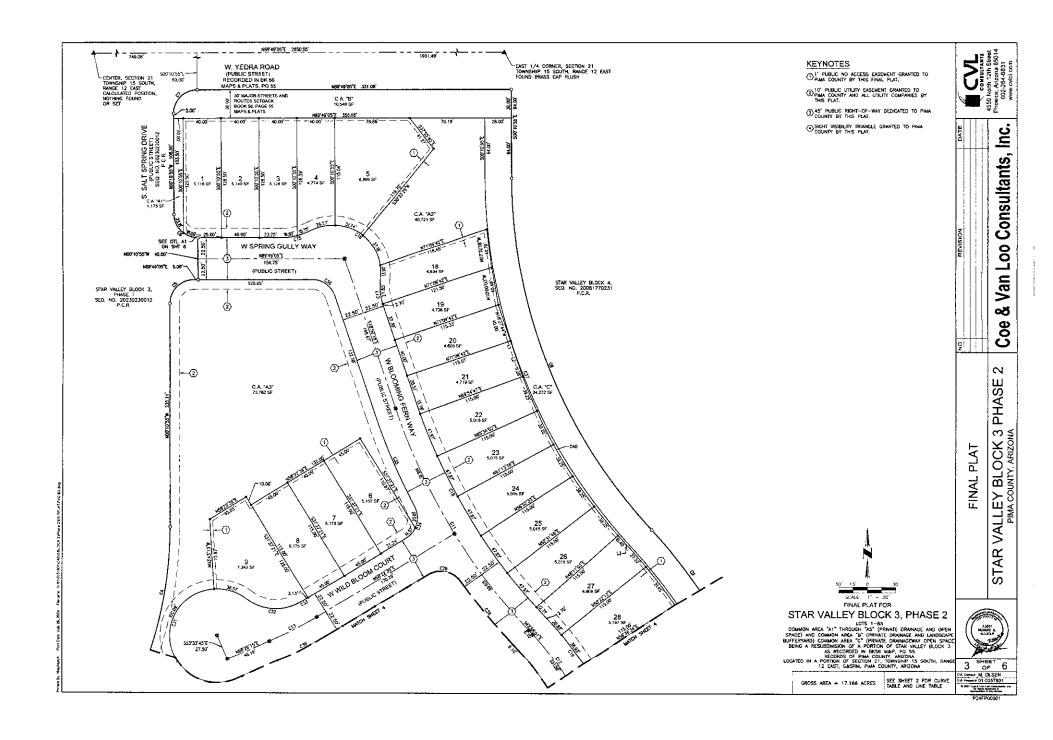
STAR

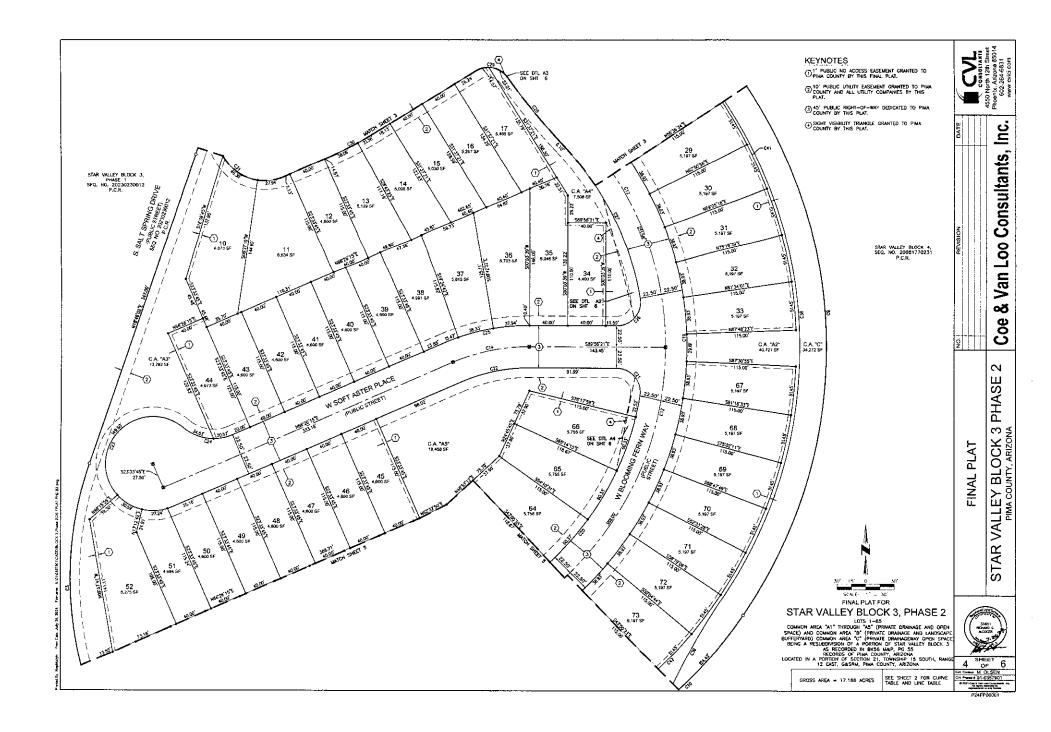
FINAL PLAT

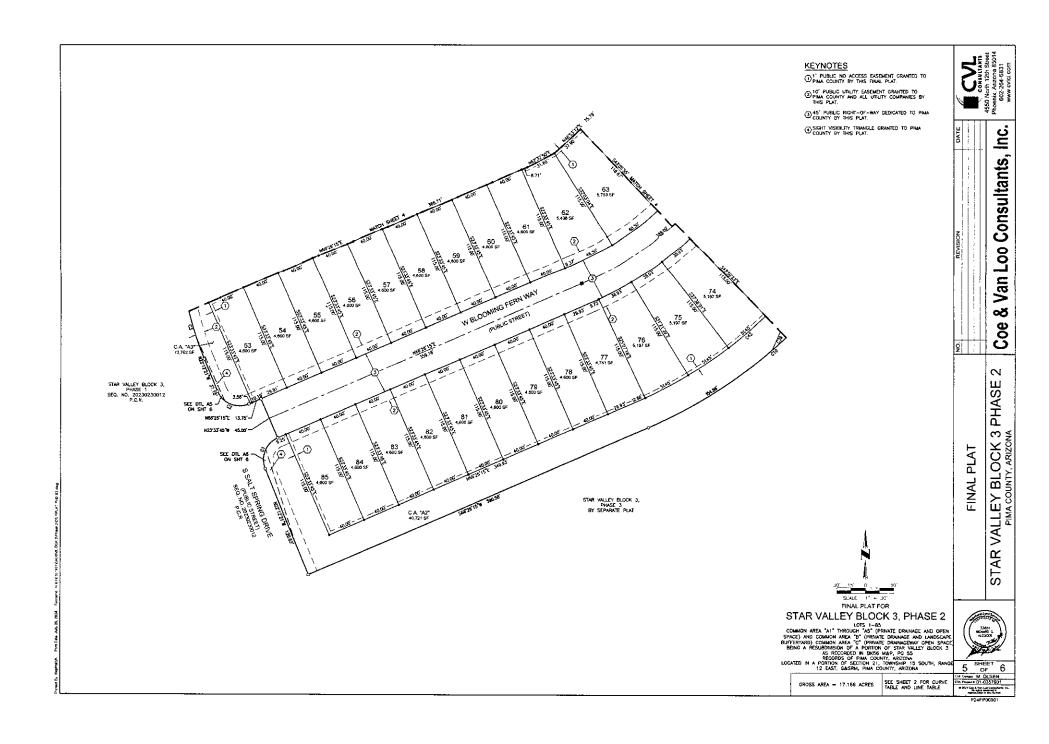
2 OF 6

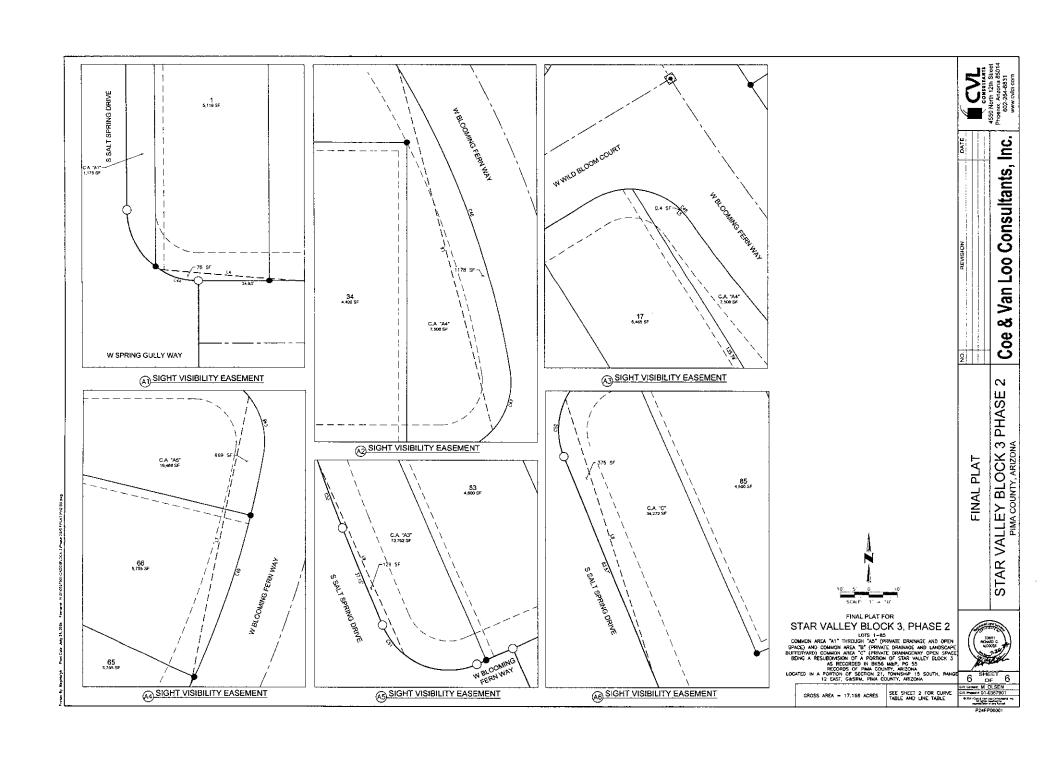
THE BASIS OF BEARING FOR THIS PROJECT IS:

THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15 RECORDED IN STAM VALLEY MASTER BLOCK PLAY, BOOK 56 OF MAPS AND PLATS AT PAGE 55. SAID BEARING BEING: N 89°59'34" E









# ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P24FP00001

THIS AGREEMENT is made and entered into by and between <u>GAC STAR VALLEY, LLC</u>, an <u>Arizona limited liability company</u> or successors in interest ("Subdivider"), <u>TITLE SECURITY AGENCY LLC</u>, a Delaware limited labiality company ("Trustee"), as trustee under Trust No. <u>202005R</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, Star Valley Block 3, Phase 2 Lots 1-85, Common Area "A1" through "A5" (Private Drainage and Open Space) and Common Area "B" (Private Drainage and Landscape Bufferyard) 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 inlieu fee.
- 2.3. Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public. Subdividers performance of this requirement shall be considered in determining whether to release assurances under paragraphs 2.5 and 2.6.

- 2.4. Assurance of Construction. This agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. § 11-821 and Pima County Zoning Code Chapter 18.69.
- 2.5. Limitation on Transfer of Title. Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance. A Release of Assurance shall not be provided by County until the Subdivision Improvements are completed in accordance with paragraph 2.12.
- 2.6. Partial Release of Assurances. County shall issue a Release of Assurance for some of the lots depicted on the Subdivision Plat if all of the following have occurred:
- A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with paragraph 2.12, and
- B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with paragraph 2.12, and
- C. Recreation area in-lieu fee, if applicable, has been paid to the county for the entire subdivision, prior to a release of greater than 75% of total subdivision lots.
- 2.7. Deposit Receipt Agreements. Notwithstanding paragraph 2.5, Trustee may enter into a deposit receipt agreement for the sale of the Land or any portion of it if the agreement clearly states that no portion of the Land shall be conveyed until Subdivider performs its obligations under this agreement.
- 2.8. Bulk Sales. Notwithstanding paragraph 2.5, Trustee may sell and convey all of the Land in one transaction to a single purchaser who has entered into a satisfactory assurance agreement with County, assuring completion of the Subdivision Improvements.
- 2.9. Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding paragraph 2.5, Trustee may convey all or part of the Land to the Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust, provided that the Land is thereafter immediately reconveyed into the trust.
- 2.10. Real Property Taxes. All real property taxes on the Land shall be paid before the taxes are delinquent as defined by A.R.S. 42-18052(B). If the real property taxes on the Land, including any lot or portion of common area, become delinquent, this agreement will be in default.
- 2.11. Substitution of Assurances. Subdivider may submit substitute assurances in a form and amount acceptable to County at any time during which this agreement is not in default.
- 2.12. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider not more than four years after the date of this agreement. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with the Subdivision Plat, rezoning conditions, associated site construction permits, and after County has inspected them and finds them to be in compliance with the plans.

- 2.13. Acceptance of the Subdivision Improvements. County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:
  - A. They have been completed in accordance with paragraph 2.12.
- B. They have been dedicated to County by the Subdivision Plat or by some other instrument of record.
- C. The dedication has been accepted by the Pima County Board of Supervisors as evidenced by approval of the dedication on the Subdivision Plat or by some other formal action.
- 2.14. *Default, Non-Compliance; County's Options*. This agreement is in default if either the Subdivider or Trustee fails to comply with obligations under this agreement. If this agreement is in default, the County may exercise any or all options below at its sole discretion:
- A. The County may re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. The Subdivider authorizes the County to execute, on behalf of Subdivider, the re-plat described in this section. The 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 20, which is the date of approval of this agreement.	ective on the day of, nent by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: GAC STAR VALLEY, LLC, an Arizona limited liability company
Chair, Board of Supervisors	By TJS Star Valley LP, an Arizona limited partnership, its Manager
	By: AGS LLC, an Arizona limited liability company, its General Partner
ATTEST:	Sean T. Walters, Its Manger
Clerk of the Board	TRUSTEE: Title Security Agency LLC, a Delaware limited liability company as trustee under trust no. 202005R and not otherwise
	By: Ronda Tatro, Trust Officer
STATE OF ARIZONA ) County of Pima )	
The foregoing instrument was acknowledged before 2024, by SEAN T. WALTERS AGS, LLC, AN ARIZONA LIMITED LIABILITY CON LLC, AN ARIZONA LIMITED PARTNERSHIP, MAN LLC("Subdivider"), AN ARIZONA LIMITED LIABIL company	, MANAGER of IPANY, MANAGER FOR TJS STAR VALLEY IGER FOR GAC STAR VALLEY,
	Julie M. Kong Notary Public
My Commission Expires:  3/14/2025	JULIE M KING NOTARY PUBLIC - STATE OF ARIZONA MARICOPA COUNTY COMMISSION # 596177 My Comm. Expires March 14, 2025
STATE OF ARIZONA ) County of Pima )	######################################
The foregoing instrument was acknowledged before 1, 2024, by RONDA TATRO AS TITLE SECURITY AGENCY LLC ("Trustee"), A DE behalf of the limited liability company as trustee und NOTARY FOR STATE OF A Pima Co.	TRUST OFFICER of ELAWARE LIMITED LIABILITY COMPANY, an der trust no. 202005R  PUBLIC ARIZONA COUNTY
My Commission Expires:  8/26/24  My Commission Expires Aug	N # 584878