



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: February 2017

Title: Final Plat (P16FP00003) Diamond Court, Lots 1-19

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 All

Department: Development Services

Telephone: 724-6490

Department Director Signature/Date:

Carla Blackwell

Jan. 12, 2017

Deputy County Administrator Signature/Date:

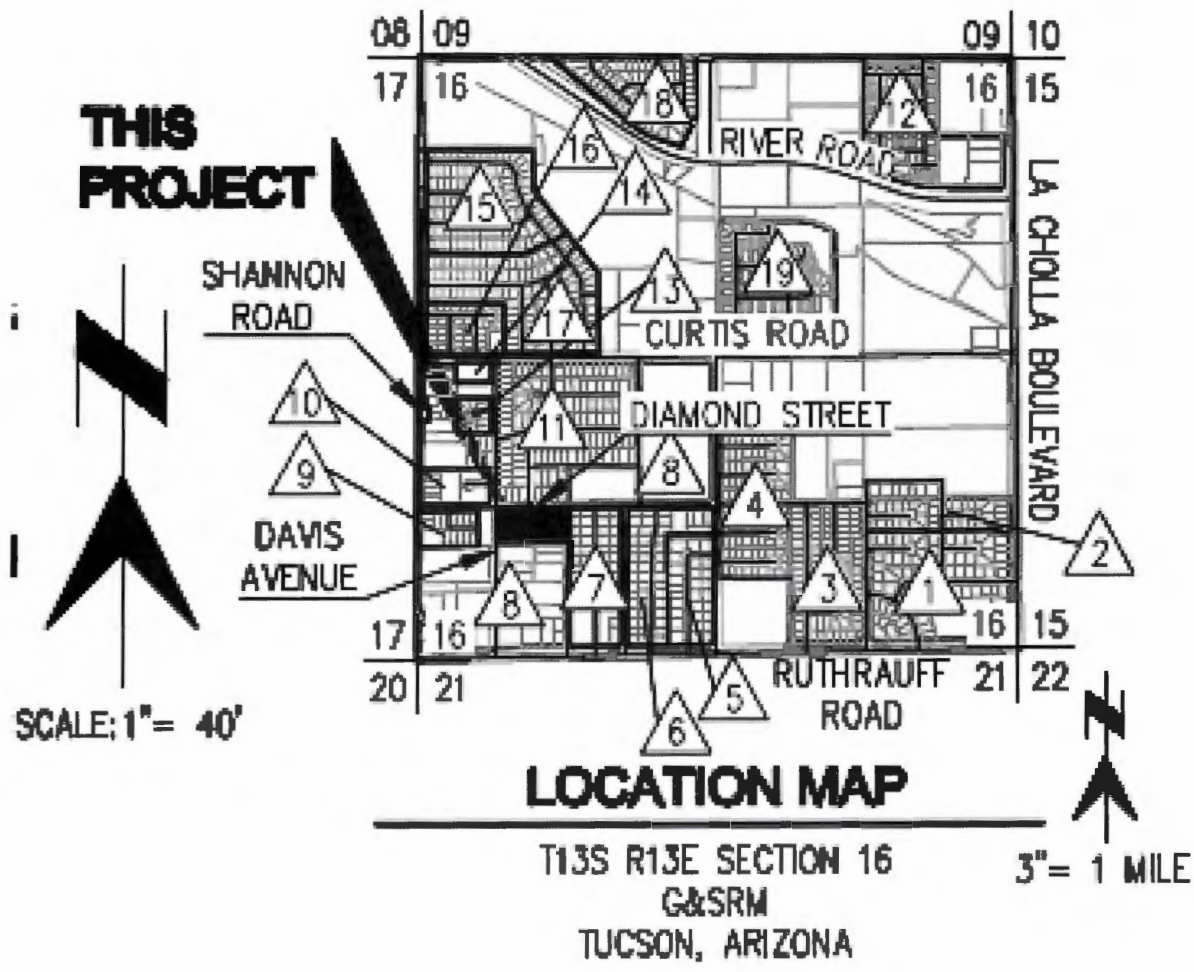
[Signature]

1/12/17

County Administrator Signature/Date:

C. Delabau

1/13/17



Final Plat
 P16FP00003
 Diamond Court
 Lots 1-19

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
[P16FP00003]**

THIS AGREEMENT is made and entered into by and between Desert Oasis Development and Construction, Inc., an Arizona corporation or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company fka Title Security Agency of Arizona, an Delaware limited liability company ("Trustee"), as trustee under Trust No. 201605-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 DIAMOND COURT, Lots 1-19 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 of \$33,524 shall be paid at the time the subdivision assurances are released for the 12th lot.

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: Desert Oasis Development and Construction, Inc., an Arizona corporation

Chair, Board of Supervisors

By: *Clifford B. Halbert*
Clifford B. Halbert

Its: _____
_President_____

ATTEST:

Clerk of the Board

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company fka Title Security Agency of Arizona, LLC, an Delaware limited liability company, as Trustee under Trust No.201605-S, and not otherwise

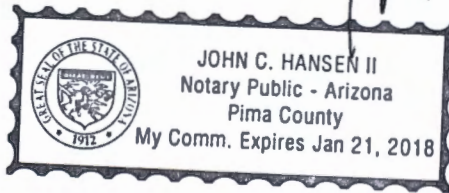
By: *Diane L. Sloane*
Diane L. Sloane
Its: _Trust Officer_____

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 27th day of October, 2016, by Clifford B. Halbert, as President of Desert Oasis Development and Construction, Inc. ("Subdivider"), an Arizona corporation, on behalf of the corporation.

John C. Hansen II
Notary Public

My Commission Expires:
01/21/2018

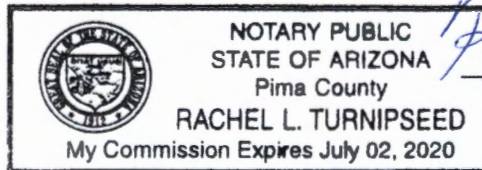


STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 31st day of October, 2016, by Diane L. Sloane of Title Security Agency, LLC, a Delaware limited liability company fka Title Security Agency of Arizona, LLC, an Delaware limited liability company ("Trustee"), an Delaware limited liability company, on behalf of the corporation, as trustee under trust number 201605-S.

Rachel L. Turnipseed
Notary Public

My Commission Expires:
7-2-2020



DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS 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, 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, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE, HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS AND ROADS.

WE HEREBY GRANT TO PIMA COUNTY AND TO 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.

BUFFERYARD AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE RESERVED FOR PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION. AND ARE GRANTED AS EASEMENTS TO ALL UTILITY COMPANIES FOR THE SOLE PURPOSE OF ACCESS, INSTALLATION, AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201605-S, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

BY: *Diane Sloane*
DIANE SLOANE, TRUST OFFICER

ACKNOWLEDGMENT

STATE OF ARIZONA) S.S.
PIMA COUNTY)

ON THIS 27 DAY OF December, 2016, BEFORE ME PERSONALLY APPEARED DIANE SLOANE, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

CRB
NOTARY PUBLIC
MY COMMISSION EXPIRES 10-5-2018

BENEFICIARY OF TRUST

THE BENEFICIARY OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NUMBER 201605-S IS:

DESERT OASIS DEVELOPMENT & CONSTRUCTION, INC, AN ARIZONA CORPORATION
10020 NORTH ORANGE RANCH ROAD
TUCSON, AZ 85742

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 201605-S FROM TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED AT SEQUENCE NUMBER _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

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

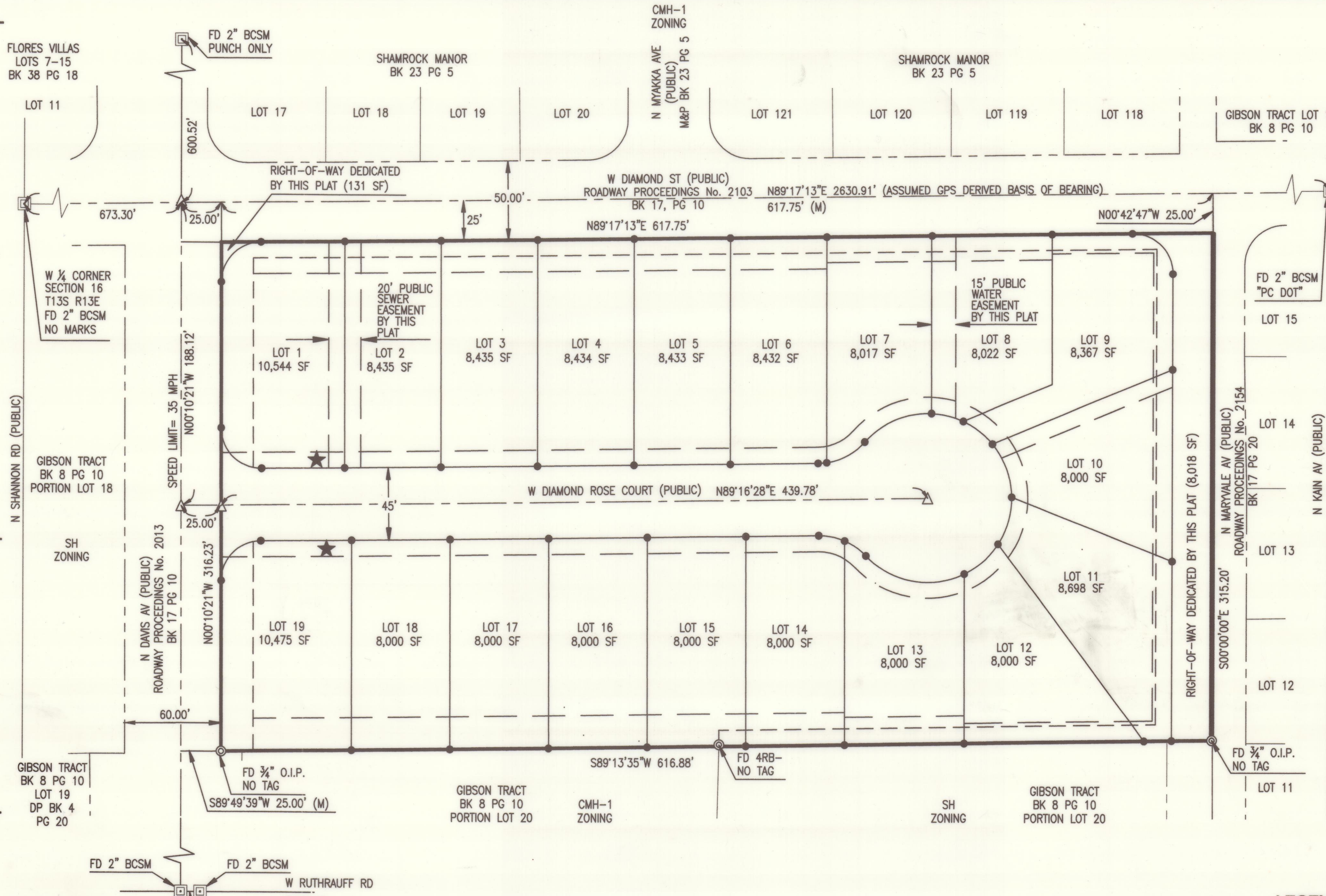
ATTEST

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 _____, 2017.

CLERK, BOARD OF SUPERVISORS DATE

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 4.47 ACRES.
2. THE TOTAL MILES OF NEW PRIVATE STREET IS 0.00 MILES.
3. THE TOTAL MILES OF NEW PUBLIC STREET IS 0.09 MILES.
3. BASIS OF BEARING: IS THE CENTERLINE OF DIAMOND STREET BETWEEN THE INTERSECTION OF DIAMOND STREET/SHANNON ROAD AND THE INTERSECTION OF DIAMOND STREET/KAIN AVENUE
4. BASIS OF ELEVATION: PCOD GEODETIC CONTROL POINT N11, WHICH IS LOCATED AT THE INTERSECTION OF RUTHRAUFF ROAD AND KAIN AVENUE. SAID ELEVATION= 2157.71 (NAVD 88)
5. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.



GENERAL NOTES CONTINUED

6. IN THE EVENT THAT UTILITY OR EASEMENT HOLDER DAMAGES OR DESTROYS PLANT MATERIALS, LANDSCAPE OR BUFFERYARD ELEMENTS AS SHOWN ON THE APPROVED LANDSCAPE PLAN, THEN THE RE-ESTABLISHMENT, RE-VEGETATION, IRRIGATION, AND MAINTENANCE OF THIS AREA PER APPROVED LANDSCAPE PLAN WILL BE THE RESPONSIBILITY OF THE LOT OWNER'S ASSOCIATION.
7. THIS PROJECT IS SUBJECT TO THE APPROVED LANDSCAPE PLAN #P15TP00003.
8. THE ZONING FOR THIS SUBDIVISION IS CMH-1.

RECORDING

STATE OF ARIZONA) S.S.
PIMA COUNTY)

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF JAS ENGINEERING, ON THIS _____ DAY OF _____, 2017, AT SEQUENCE NUMBER _____, PIMA COUNTY RECORDS.

F. ANN RODRIGUEZ COUNTY RECORDER DATE

PERMITTING NOTES

1. CONDITIONALLY APPROVED ZONING IS CMH-1
2. AVERAGE LOT AREA PER DWELLING UNIT IS 8,457 SF.
3. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER Co9-70-147 AS APPROVED ON MARCH 16, 1971.
4. NATURAL RESOURCES, PARKS AND RECREATION IN-LIEU FEE OF \$33,524 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 12TH LOT.

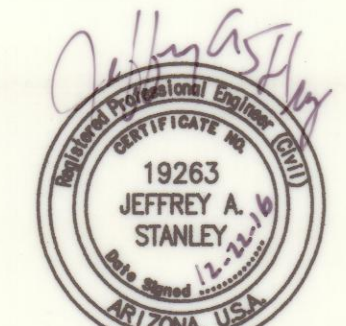
ACCEPTANCE

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE: _____

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION

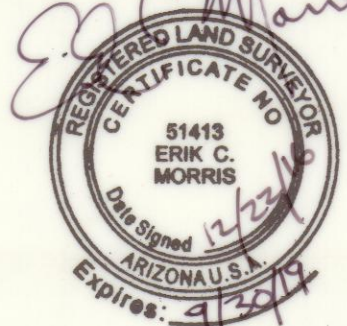
JEFFREY A. STANLEY, PE # 19263



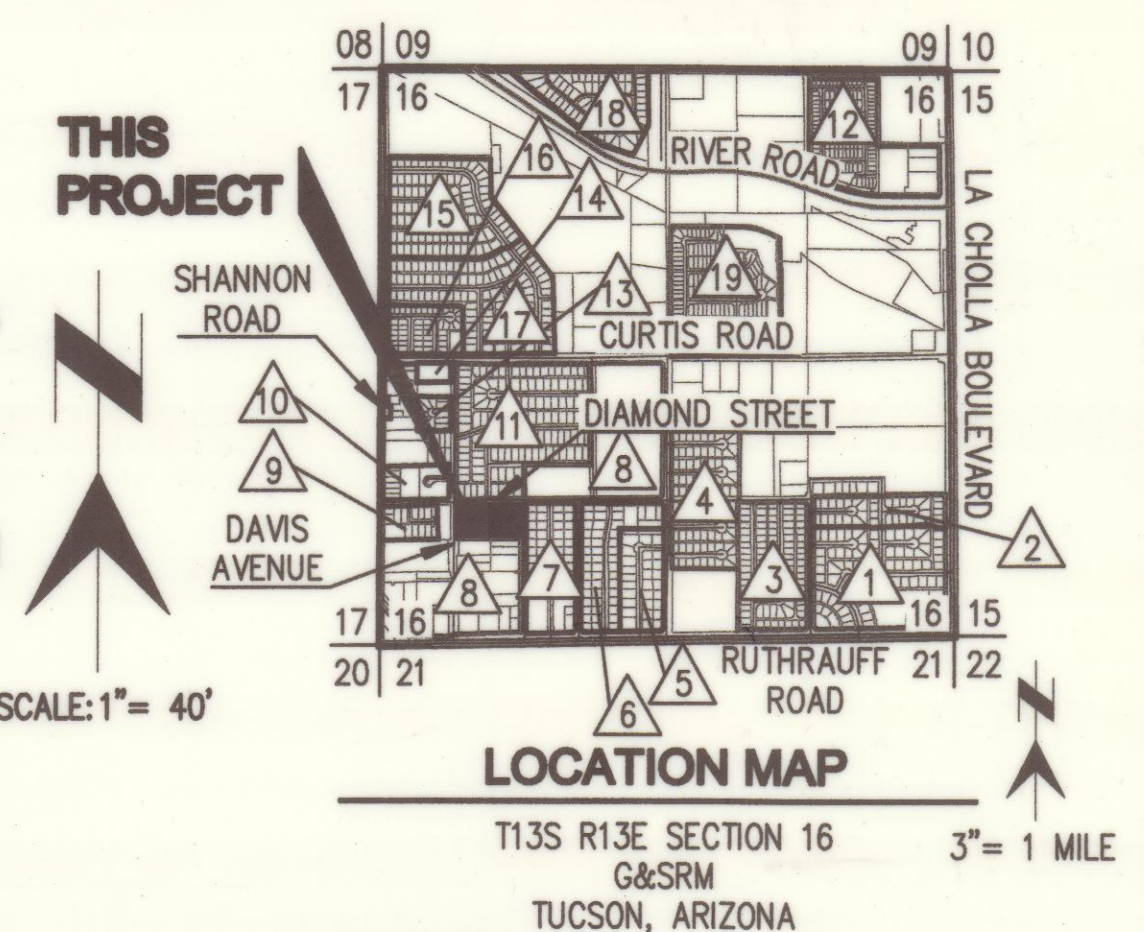
EXP. 6-30-2019

CERTIFICATION

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.



ERIK MORRIS, RLS # 51413



- REFERENCE**
1. LA CHOLLA BK 13 PG 41
 2. LA CHOLLA BK 13 PG 74
 3. CASAS SERENAS (1-96) BK 20 PG 100
 4. KESSLER MANOR (1-90) BK 20 PG 88
 5. SUNRISE ADDITION BK 12 PG 84
 6. SUNRISE ADDITION NO 2 BK 13 PG 58
 7. SUNRISE ADDITION NO 3 BK 13 PG 63
 8. GIBSON TRACT BK 08 PG 10
 9. VERSTEEG'S SUBDIVISION (1-14) BK 39 PG 50
 10. FLORES VILLAS (1-16) BK 38 PG 18
 11. SHAMROCK MANOR (1-121) BK 23 PG 05
 12. RIVER CROSSING III (1-122) BLK 1-4 BK 62 PG 17
 13. REGINA MANOR (1-11) BK 33 PG 44
 14. ELLIE TOWNE PLACE (1-8)
 15. PALMDALE (100-199) BK 14 PG 68
 16. PALMDALE NO 3 (1-48) BK 18 PG 91
 17. PALMDALE (1-99, 200-208) BK 14 PG 34
 18. MEADOWBROOK (273-334, 348-403, 410-532) BK 41 PG 38
 19. RILLITO AT LA CHOLLA (1-133) BK 58 PG 11
- RECORD OF SURVEY BK 12, PG 32 BK /5, PG 30

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- CENTER LINE
- FD BRASS CAPPED SURVEY MONUMENT (BCSM)
- SURVEY MONUMENT FOUND AS NOTED
- SET 1/2" REBAR TAGGED "RLS 51413"
- SURVEY MONUMENT TO BE SET
- WELL
- LOT 12 LOT/BLOCK NUMBER
- 8,000 SF TOTAL LOT/BLOCK AREA (SQUARE FEET)
- DRIVEWAY LOCATION

JAS ENGINEERING
PO BOX 1888 TUCSON, ARIZONA 85702
(520) 390-7920
STANLEY19263@MSN.COM

P16FP0003
Co9-70-147
P15TP0003

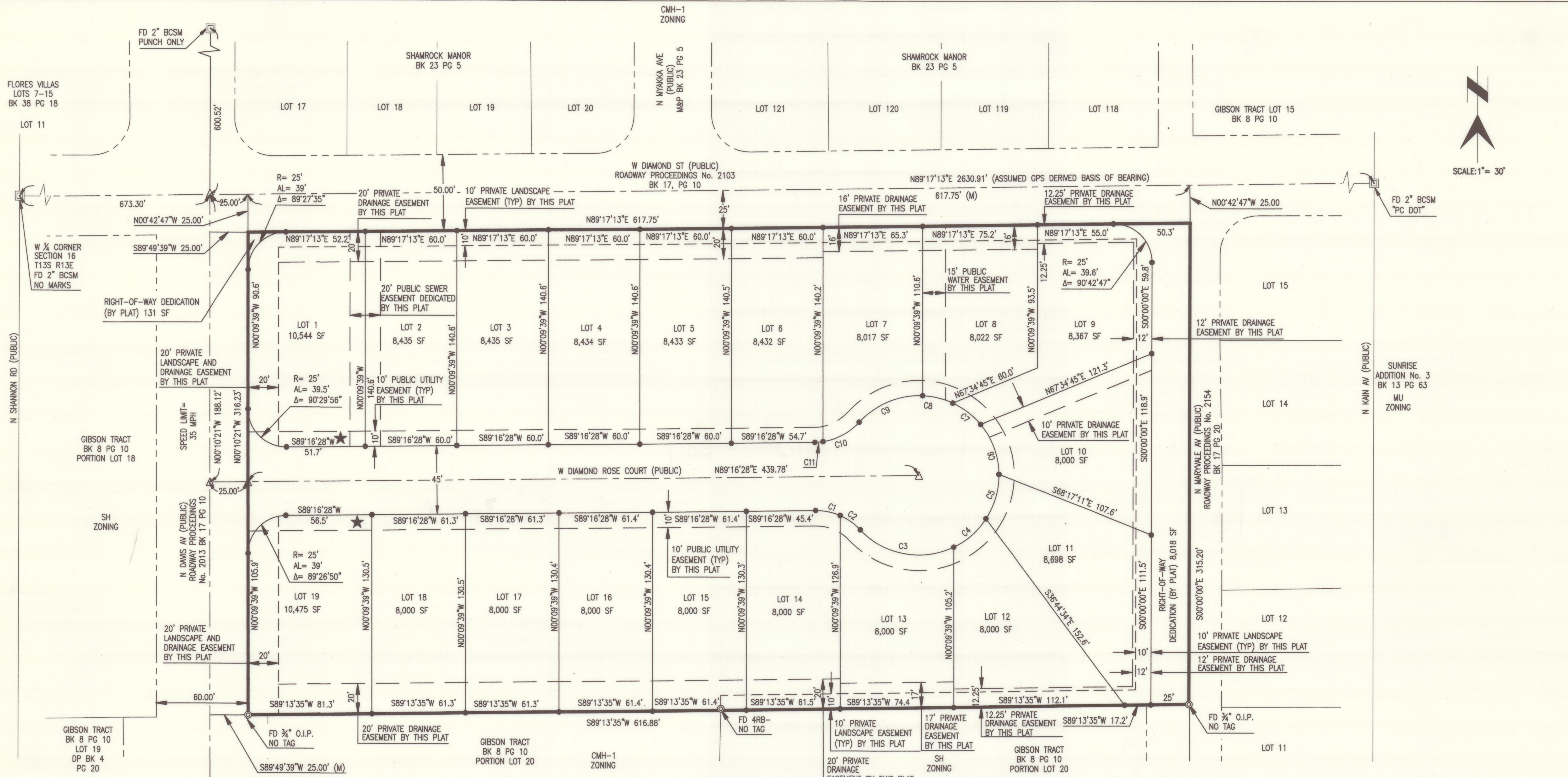
FINAL PLAT
FOR
DIAMOND COURT

LOTS 1-19
A RE-SUBDIVISION OF LOT 17 OF GIBSON TRACT (M&P BK 8 PG 10)
LOCATED IN
SECTION 16, T13S, G&SRB
PIMA COUNTY, ARIZONA

DATE: 11/01/16

SHEET 1 OF 2

SEQUENCE NO. _____



SCALE: 1" = 30'

SEQUENCE NO.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA
C1	39.50'	16.6'	24°01'40"
C2	39.50'	16.3'	23°36'08"
C3	52.50'	66.7'	72°47'28"
C4	52.50'	28.5'	31°04'53"
C5	52.50'	30.9'	33°45'28"
C6	52.50'	35.7'	38°59'05"
C7	52.50'	23.3'	25°24'36"
C8	52.50'	20.5'	22°21'57"
C9	52.50'	46.6'	50°52'12"
C10	39.50'	27.5'	39°51'06"
C11	39.50'	5.4'	07°46'43"

JAS ENGINEERING
 PO BOX 1888 TUCSON, ARIZONA 85702
 (520) 390-7920
 STANLEY19263@MSN.COM

P16FP00003
 Co9-70-147
 P15TP0003

FOR ENGINEERING

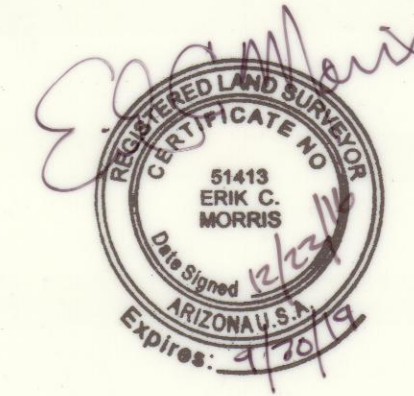
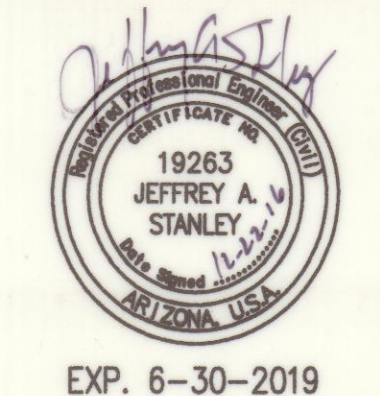
FOR BOUNDARY SURVEY

FINAL PLAT
 FOR
DIAMOND COURT

LOTS 1-19
 A RE-SUBDIVISION OF LOT 17 OF GIBSON TRACT (M&P BK 8 PG 10)
 LOCATED IN
 SECTION 16, T13S, R13E G&SRB
 PIMA COUNTY, ARIZONA

DATE: 11/01/16

SHEET 2 OF 2



EXP. 6-30-2019

SEQUENCE NO.