



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 3/5/2024

*= Mandatory, information must be provided

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

***Title:**

AMENDED FINAL PLAT (P23FP00017) YVON HEIGHTS LOTS 1-12 AND COMMON AREA "A"

***Introduction/Background:**

FINAL PLAT PROCESS TO CREATE LEGALLY SUBDIVIDED PROPERTY N/A

***Discussion:**

N/A

***Conclusion:**

N/A

***Recommendation:**

STAFF RECOMMENDS APPROVAL

***Fiscal Impact:**

N/A

***Board of Supervisor District:**

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ All

Department: DEVELOPMENT SERVICES

Telephone: 724-6490

Contact: THOMAS DRZAZGOWSKI

Telephone: 724-6490

Department Director Signature: _____

 For

Date: _____

2/13/24

Deputy County Administrator Signature: _____



Date: _____

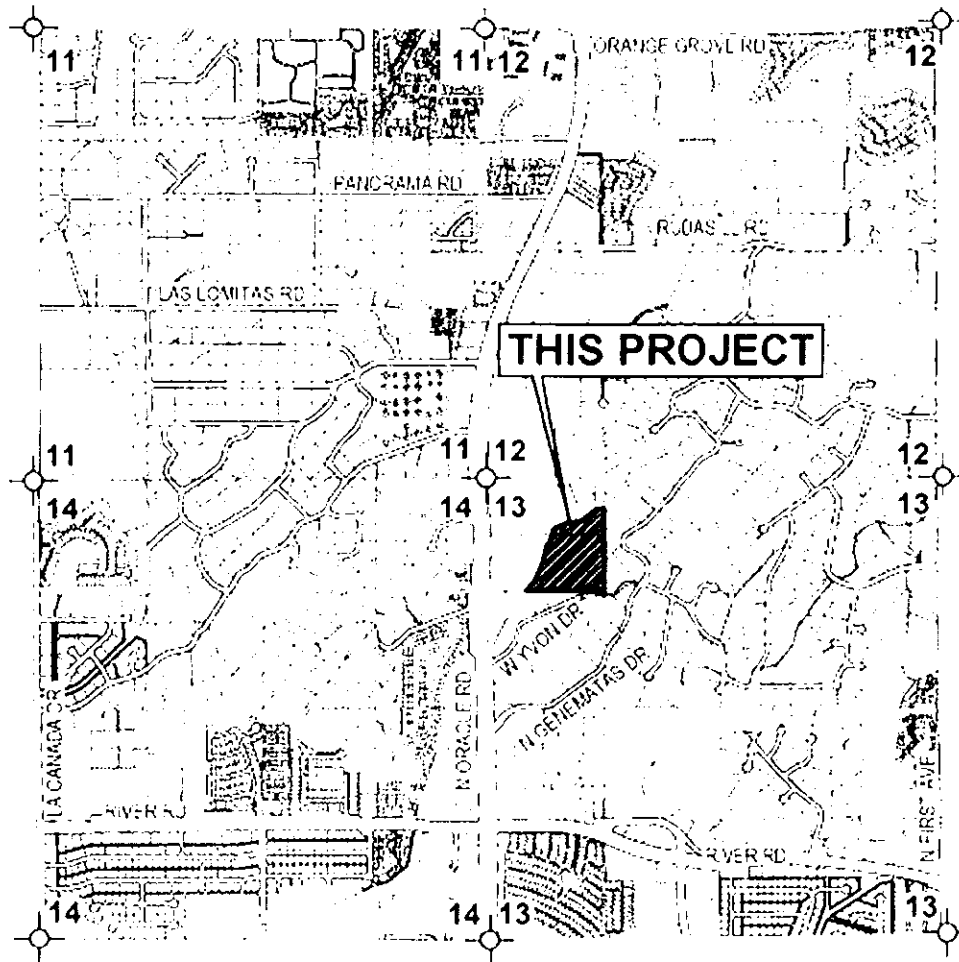
2/20/2024

County Administrator Signature: _____



Date: _____

2/21/24



LOCATION MAP

A PORTION OF THE NW 1/4 OF THE NW 1/4, SECTION 13
TOWNSHIP 13 SOUTH, RANGE 13 EAST,
G. & S.R.M., PIMA COUNTY, ARIZONA



3"=1 MILE

P23FP00017

YVON HEIGHTS

LOTS 1-12 AND COMMON AREA "A"

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALONE 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 AND AGAINST 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, FLOOD EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL.

COMMON AREA A, AS SHOWN HEREON, IS 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 UTILITY COMPANIES FOR ACCESS, INSTALLATION, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SERVICES.

WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SERVICES AND UTILITIES AND OTHER USES AS INDICATED BY THIS PLAT.

TITLE TO THE LAND OF ALL COMMON AREA A SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, ADJUSTMENT, TAXES AND LIABILITY OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY
AS TRUSTEE UNDER TRUST NO. 200605-S, ONLY AND NOT OTHERWISE.

TRUST OFFICER

12

DATE 1/24/2024

BENEFICIARY OF TRUST 200605-S
DOUBLE D DEVELOPMENT, LLC, AN
ARIZONA LIMITED LIABILITY COMPANY
3037 W. WINDY RD., SUITE 121
TUCSON, AZ 85741

ACKNOWLEDGEMENT

STATE OF ARIZONA) FEE _____
COUNTY OF PIMA) SS _____

ON THIS 24th DAY OF JANUARY, 2024 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO KNOWLEDGED 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 CONTAINED BY HIMSELF AS TRUST OFFICER.

8/1/25

NOTARY PUBLIC

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 200605-S, FROM TITLE SECURITY AGENCY, LLC AS RECORDED IN SEQUENCE NO. _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.08 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE

ATTEST:

I, MELISSA MARRIQUET, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA ON _____, 2024.

CLERK, BOARD OF SUPERVISORS

DATE

The WLB Group

Engineering - Planning - Surveying
Comprehensive Infrastructure Solutions Group
Offices located in Tucson, Phoenix, Flagstaff, AZ and Las Vegas, NV
4444 East Broadway
Tucson, Arizona 85711 (520) 888-1480

AMENDED FINAL PLAT FOR YVON HEIGHTS

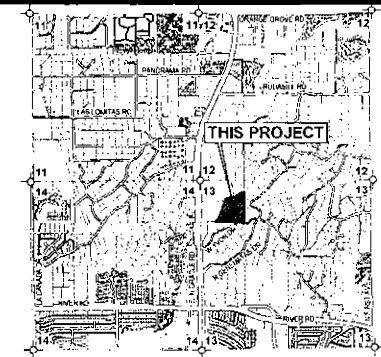
LOTS 1-12 AND COMMON AREA "A" (PRIVATE STREET)
A PORTION OF THE NW 1/4 OF THE NW 1/4, SECTION 13, TOWNSHIP 13 SOUTH, RANGE 13 EAST, G. & S.R.M., PIMA COUNTY, ARIZONA
P23FP00017

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS ± 13.30 ACRES.
2. TOTAL NUMBER OF LOTS IS 12 (0.90 UNITS PER ACRE).
3. PROPOSED LOTS - 12 RESIDENTIAL LOTS.
4. ALL STREETS ARE PRIVATE. TOTAL LENGTH OF NEW STREET IS 0.16 MILES.
5. ZONING FOR THIS PROJECT IS: OTH.
6. THE AVERAGE LOT SIZE FOR THIS DEVELOPMENT IS 4,442 SQ. FT. OR 1.04 ACRES. MINIMUM LOT SIZE SHOWN IS 4,131 SQ. FT. OR 0.94 ACRES. MAXIMUM LOT SIZE SHOWN IS 5,206 SQ. FT. OR 1.21 ACRES.
7. NO FURTHER SUBDIVISION OF ANY PARCEL SHOWN SHALL BE PERMITTED WITHOUT WRITTEN APPROVAL OF PIMA COUNTY.
8. MAINTENANCE OF EASEMENTS WITHIN THE LOTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. MAINTENANCE OF EASEMENTS WITHIN THE COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
9. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
10. TUCSON WATER SHALL BE THE WATER SERVICE PROVIDER.
11. INTERIOR PROPERTY CORNERS AND CENTERLINE MONUMENTATION SHALL BE SET AS SOON AS COMPLETION OF THE INFRASTRUCTURE LINE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY PLAT SHALL BE RECORDED SHOWING THESE DIFFERENCES.
12. THE AREA BETWEEN THE 100 YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100 YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE COUNTY ENGINEER.
13. THE FOLLOWING EASEMENTS ARE NOT PLOTTABLE OR DO NOT AFFECT THIS PROJECT. ALL OTHERS ARE SHOWN ON THE FOLLOWING SHEETS, OR ARE COVENANTS OR AGREEMENTS AND NOT EASEMENTS:
 - A. BOOK 33, PAGE 264, BLANKET ELECTRIC EASEMENT
 - B. DOCKEL 1, 206, PAGE 275, ROW WITHIN GRADLE ROAD ROW
 - C. DOCKEL 594, PAGE 417 ET AL, INGRESS-EGRESS, NOT ON OR ADJACENT, DOES NOT AFFECT
 - D. DOCKEL 1, 1128, PAGE 596, INGRESS-EGRESS, 20' WIDE OVER UNIMPROVED PROPERTY
14. ACCESS TO THIS SUBDIVISION IS VIA A PRIVATE DRIVE AS DESCRIBED IN THAT CERTAIN RECIPROCAL EASEMENT AS RECORDED IN SEQUENCE NUMBER 200200045, PIMA COUNTY RECORDS.
15. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THAT PORTION OF YVON DRIVE BETWEEN THE ENTRANCE OF THE YVON HEIGHTS SUBDIVISION AND GENERATORS DRIVE.
16. ALL LOTS WITHIN THIS SUBDIVISION WILL BE SERVED BY INDIVIDUAL ON-SITE ALTERNATIVE TYPE SEPTIC SYSTEMS.
17. A WAIVER OF DETENTION REQUIREMENTS HAS BEEN GRANTED FOR THIS PROJECT BY THE FLOOD FLOODPLAIN ADMINISTRATOR. THE OWNER HAS PAID A FEE IN LIEU OF PROVIDING STORM WATER DILUTION FACILITIES.
18. NATURAL RESOURCES, PARKS AND RECREATION IN LIEU FEE OF \$25,000.00 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 90% LOT.

LEGEND

-----	SUBDIVISION BOUNDARY
-----	RIGHT-OF-WAY
-----	CENTERLINE
-----	PROPERTY LINE
-----	100 YEAR FLOOD LINE
-----	EROSION HAZARD SETBACK LINE
-----	EASEMENT LINE, PUE
-----	SECTION LINE
-----	MATCHLINE
-----	1/2" IRON PARCEL PIN TO BE SET BY AN INCH
-----	5/8" PROPERTY CORNER AS NOTED
-----	SECTION CORNER, QUARTER SECTION CORNER
-----	BRASS CAPPED CENTERLINE MONUMENT TO BE SET BY AN INCH
-----	PUBLIC UTILITY EASEMENT
-----	EROSION HAZARD SETBACK
-----	FLOOD LINE
-----	BRASS CAPPED SURVEY MONUMENT
-----	NATURAL OPEN SPACE



LOCATION MAP

A PORTION OF THE NW 1/4 OF THE NW 1/4, SECTION 13, TOWNSHIP 13 SOUTH, RANGE 13 EAST, G. & S.R.M., PIMA COUNTY, ARIZONA



SEQ. #:

RECORDING DATA

STATE OF ARIZONA) FEE _____
COUNTY OF PIMA) SS _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE WRITER GROUP, INC. ON THIS _____ DAY OF _____, 2024, AT _____ IN SEQUENCE NO. _____ THEREOF.

GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER

DEPUTY FOR PIMA COUNTY RECORDER

ADMINISTRATIVE ADDRESS

160 WEST YVON DRIVE
TUCSON, ARIZONA 85744

ENGINEER

THE WLB GROUP, INC.
4444 E. BROADWAY BLVD.
TUCSON, AZ 85711
ATTN: DAVID LITTLE, P.E.
DUTY: TLE@WLBGROUP.COM
(520) 881-7480

DEVELOPER

DAVID WILLIAMSON
FAIRFIELD HOMES
3037 W. WINDY ROAD
SUITE 121
TUCSON, AZ 85741

OWNER

TITLE SECURITY AGENCY, LLC
TR 200605-S
5395 E. TANQUE VERDE RD
TUCSON, AZ 85715

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE NW QUARTER OF SECTION 13 T.13S. R.13E AS SHOWN ON THE RESULTS OF SURVEY DRAWING RECORDED IN BOOK 78 PAGE 2, SAID BEARING BEING S 07° 17' 31" W.

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.

ROBERT L. LARSON, R.T.S., No. 26973



I HEREBY CERTIFY THAT FLOOD PRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE REVIEWED AND SHOWN UNDER MY DIRECTION.

DAVID W. LITTLE, P.E. 3634



SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	PLAN SHEET
SHEET 3	PLAN SHEET
SHEET 4	PLAN SHEET
SHEET 5	EROSION HAZARD & 100-YR FLOOD PLAIN LINE AND LIMITS AND LOT 7 DRAINAGE EAST-MIN

P23FP00017
P23FP00005

WLB No. 120024-A-001

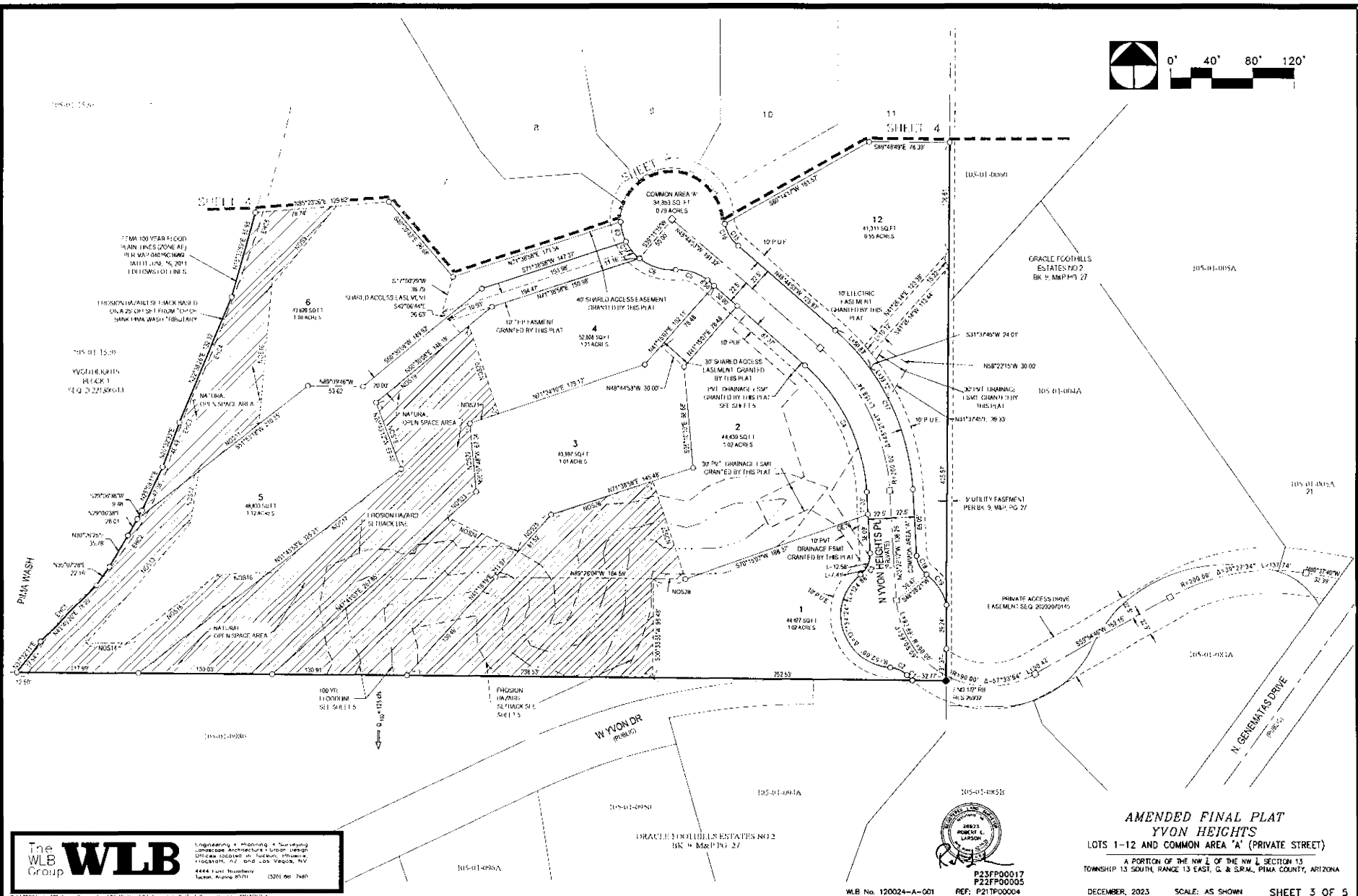
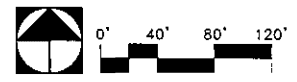
REF: P21FP00004

DECEMBER, 2023

SCALE: AS SHOWN

SHEET 1 OF 5

SEQ. #:



The WLB Group

WLB

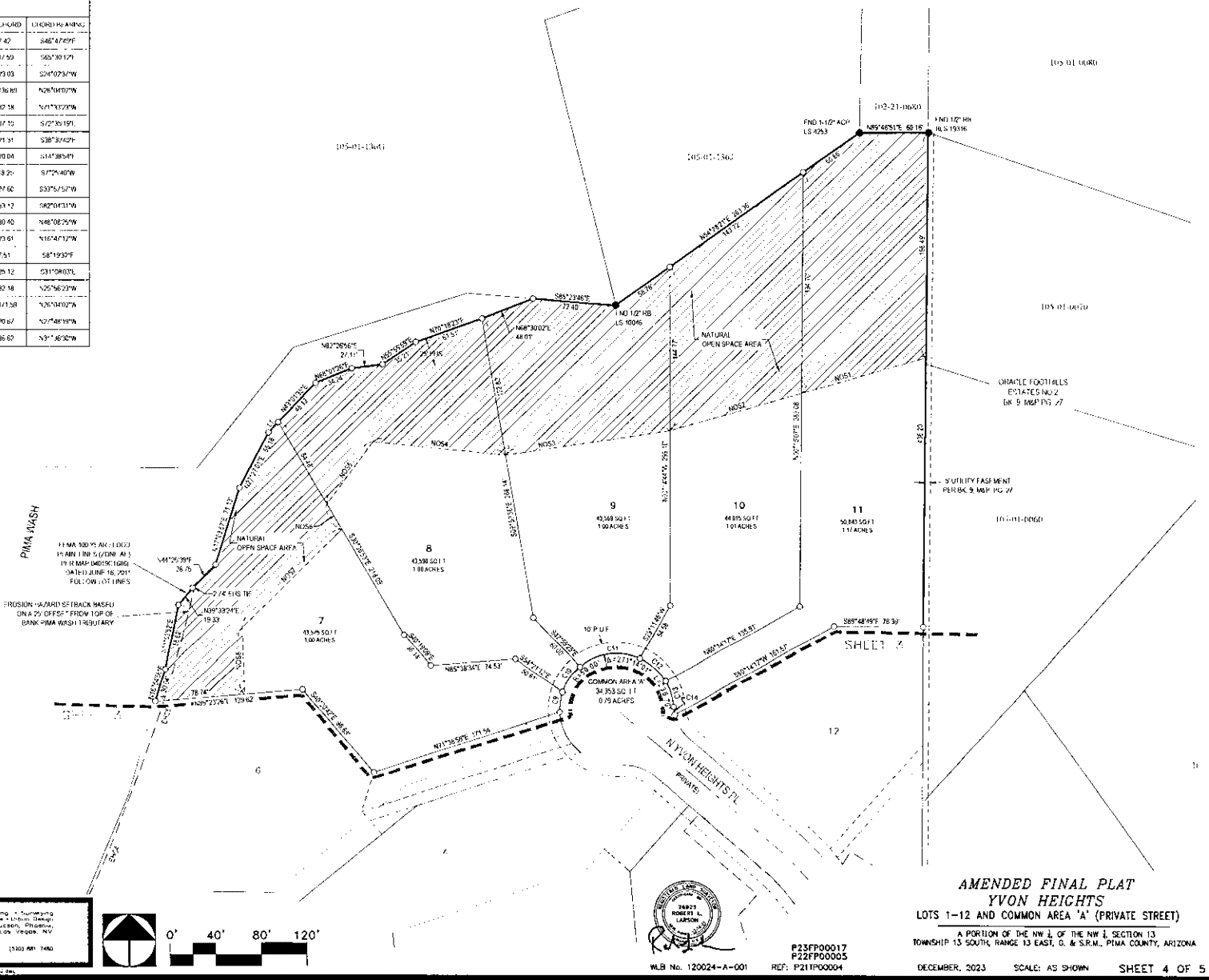
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Office located in Tucson, Arizona
1100 N. 1st Ave., Suite 200, Tucson, AZ 85705
4444 First Street
Tucson, Arizona 85701 (520) 690-7400



AMENDED FINAL PLAT
YVON HEIGHTS
LOTS 1-12 AND COMMON AREA 'A' (PRIVATE STREET)
A PORTION OF THE NW 1/4 OF THE NW 1/4, SECTION 13,
TOWNSHIP 13 SOUTH, RANGE 13 EAST, G. & S.R.M., PIMA COUNTY, ARIZONA
DECEMBER, 2023 SCALE: AS SHOWN SHEET 3 OF 5

NATURAL OPEN SINGLE LINE TABLE			CURVE TABLE					
LINE #	Length	Direction	CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
N005	214.57	N47°47'12"E	C1	37°48'02"	117.50	7.47	7.47	S48°47'09"E
N006	234.57	S72°47'12"W	C2	41°11'31"	26.00	17.97	17.90	S60°40'12"E
N007	145.00	S41°10'00"W	C3	94°53'38"	25.00	23.98	23.93	S24°02'31"W
N008	117.00	N42°02'31"W	C4	45°17'41"	117.50	140.87	136.80	N26°04'07"W
N009	18.20	S37°04'07"W	C5	45°17'41"	41.50	33.04	37.18	N41°12'27"W
N010	218.20	S37°04'07"E	C6	40°32'08"	50.00	38.01	37.70	S72°15'19"E
N011	127.00	S42°13'00"W	C7	24°18'10"	50.00	21.47	21.31	S38°31'42"E
N012	60.27	S2°08'57"E	C8	27°07'27"	50.00	20.18	20.04	S14°38'57"E
N013	59.50	S38°48'57"W	C9	21°01'40"	50.00	18.20	18.20	S47°29'40"W
N014	126.87	S24°16'40"E	C10	30°02'48"	50.00	27.97	27.60	S33°52'57"W
N015	210.80	S51°53'18"W	C11	64°12'00"	50.00	56.00	53.12	S82°04'31"W
N016	210.80	S51°53'18"W	C12	36°22'48"	50.00	30.89	30.40	N48°08'29"W
N017	50.00	S37°04'07"W	C13	27°18'30"	50.00	23.83	23.61	N16°44'17"W
N018	116.42	S42°21'00"W	C14	10°22'20"	41.50	7.50	7.51	S41°19'39"E
N019	33.30	S80°20'04"E	C15	35°13'41"	41.50	29.52	29.12	C31°09'00"E
N020	11.44	N41°43'33"E	C16	45°17'41"	41.50	33.04	30.18	N25°56'23"W
N021	305.21	N47°47'12"E	C17	45°17'41"	272.50	116.15	111.58	N26°04'07"W
N022	69.40	N26°04'07"W	C18	45°17'41"	25.00	21.37	20.67	N27°48'59"W
N023	146.18	N47°47'12"E	C19	41°13'52"	57.00	37.47	36.67	N3°14'30"W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N42°14'07"E	12.42'



The WLB Group

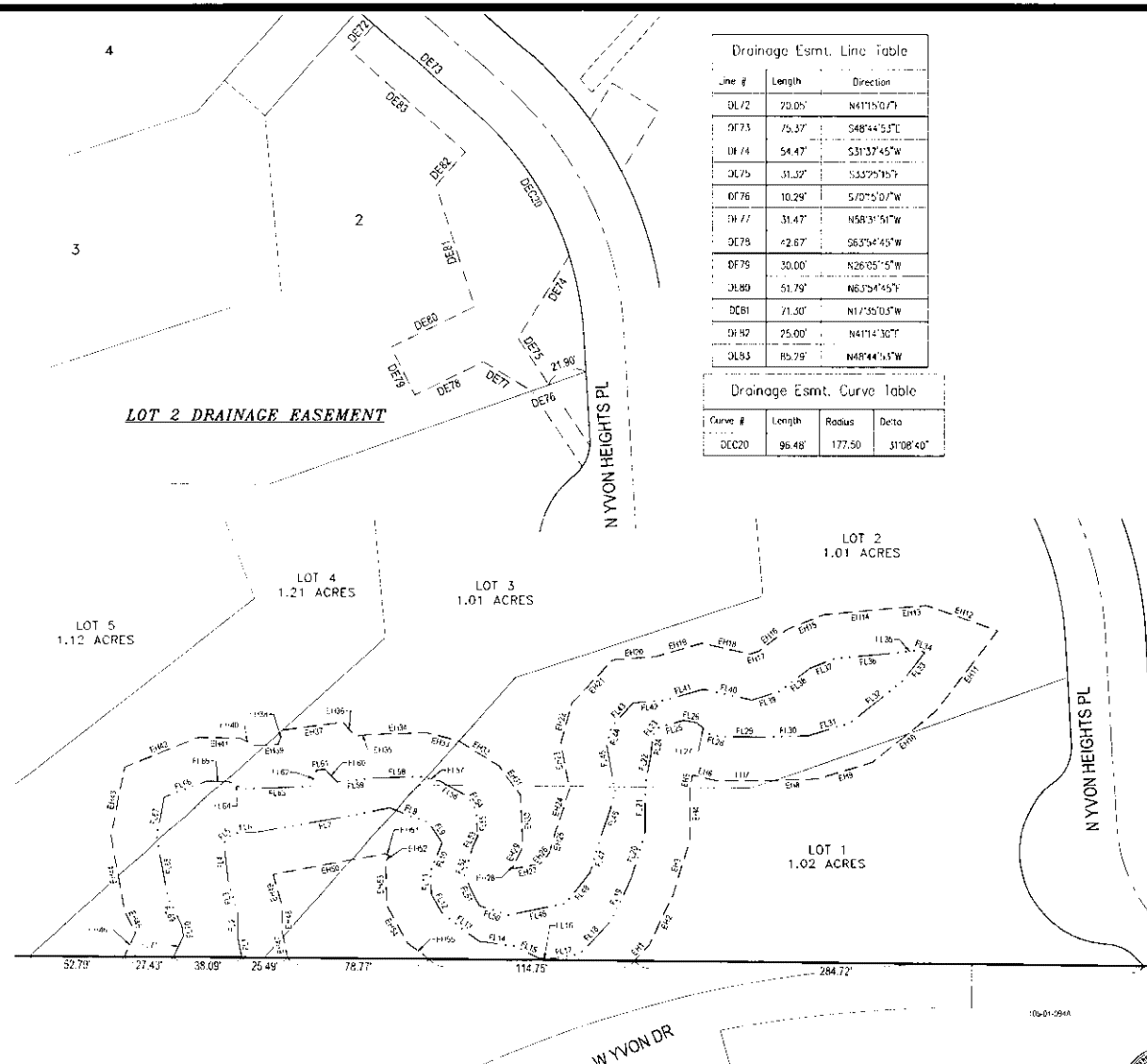
Engineering • Planning • Surveying
Construction Architecture • Urban Design
Offices located in Tucson, Phoenix,
Flagstaff, AZ and Los Vegas, NV
4444 E. Broadway
Tucson, Arizona 85711 (520) 481-1400



P23FP00017
P22FP00005

WLB No. 120024-A-001

REF: P211FP00004



Drainage Esmt. Line Table

Line #	Length	Direction
DL72	72.05'	N41°15'07"E
DL73	75.37'	S48°44'53"E
DL74	54.47'	S31°37'45"W
DL75	31.32'	S32°25'15"E
DL76	10.29'	S70°50'07"W
DL77	31.47'	N58°31'51"W
DL78	42.87'	S63°54'45"W
DL79	30.00'	N26°05'05"W
DL80	51.79'	N63°54'45"E
DL81	71.30'	N17°35'03"W
DL82	25.00'	N41°14'30"E
DL83	85.79'	N48°44'15"W

Drainage Esmt. Curve Table

Curve #	Length	Radius	Delta
DEC20	96.48'	177.50'	31°08'40"

100 Year Flood Line Table

Line	Length	Direction
FL1	11.62'	N41°13'13"W
FL2	13.71'	N0°08'30"W
FL3	19.43'	N16°02'20"W
FL4	20.82'	N0°49'08"W
FL5	7.34'	N42°09'20"E
FL6	14.42'	N87°12'22"E
FL7	44.16'	N18°53'02"E
FL8	23.20'	S68°53'35"E
FL9	14.09'	S32°19'30"E
FL10	16.65'	S21°51'10"W
FL11	10.13'	S13°33'17"E
FL12	17.48'	S28°46'56"E
FL13	26.11'	S52°48'39"E
FL14	19.72'	S82°17'29"E
FL15	16.03'	S63°34'45"E
FL16	5.66'	S88°14'07"E
FL17	17.16'	N81°10'12"E
FL18	26.11'	N40°29'11"E
FL19	26.11'	N25°03'11"E
FL20	26.73'	N0°03'39"E
FL21	28.72'	N0°06'56"E
FL22	15.89'	N10°04'41"E
FL23	4.89'	N0°10'42"E
FL24	11.12'	N43°24'57"E
FL25	14.76'	N73°01'17"E
FL26	7.77'	S40°08'29"E
FL27	9.36'	S47°54'14"E
FL28	6.52'	S75°04'30"E
FL29	20.61'	S89°58'40"E
FL30	22.71'	N88°13'25"E
FL31	24.81'	N72°40'45"E
FL32	37.74'	S42°47'49"E
FL33	19.88'	N31°17'41"E
FL34	3.42'	N0°29'38"W
FL35	10.12'	S82°42'51"W
FL36	37.18'	S84°28'50"W
FL37	14.81'	S50°06'11"W
FL38	21.00'	S57°08'44"W
FL39	10.41'	S72°30'30"W
FL40	27.75'	N17°28'34"W

100 Year Flood Line Table

Line	Length	Direction
FL41	22.43'	S73°44'10"W
FL42	17.48'	S85°17'36"W
FL43	17.69'	S40°15'51"W
FL44	11.28'	S15°12'30"W
FL45	28.28'	S10°01'11"E
FL46	28.27'	S1°56'33"W
FL47	19.78'	S16°38'03"W
FL48	21.77'	S37°00'00"W
FL49	32.77'	S77°36'55"W
FL50	17.30'	N17°49'20"W
FL51	18.78'	N26°31'13"W
FL52	16.81'	N15°46'32"E
FL53	6.54'	N26°17'01"E
FL54	8.90'	N34°36'21"W
FL55	15.29'	N27°43'41"W
FL56	16.01'	N68°12'15"W
FL57	10.62'	N10°47'48"W
FL58	27.00'	S88°15'12"W
FL59	29.20'	S43°20'25"W
FL60	10.10'	N41°21'00"W
FL61	4.98'	S42°19'36"W
FL62	10.56'	S19°41'15"W
FL63	36.69'	S87°35'18"W
FL64	9.78'	N42°27'08"W
FL65	12.64'	N89°00'18"W
FL66	29.44'	S67°32'40"W
FL67	22.23'	S10°30'00"W
FL68	30.26'	S10°02'47"E
FL69	17.37'	S76°41'47"E
FL70	5.99'	S93°32'27"E
FL71	13.32'	S24°47'12"W

Erosion Hazard Setback Line Table

Line	Length	Direction
EL1	2.12'	N40°29'31"E
EL2	31.81'	N05°03'14"E
EL3	32.71'	N16°38'01"E
EL4	30.00'	N0°06'56"E
EL5	7.46'	N10°04'41"E
EL6	13.01'	S10°04'30"E
EL7	30.05'	S89°58'40"E
EL8	26.08'	N48°13'25"E
EL9	33.05'	N72°49'45"E
EL10	45.56'	N50°47'49"E
EL11	57.04'	N17°12'18"E
EL12	41.36'	N10°07'11"E
EL13	17.35'	S82°19'07"W
EL14	40.39'	S84°26'55"W
EL15	21.90'	S88°06'11"E
EL16	20.00'	S57°08'44"W
EL17	5.22'	S77°36'55"W
EL18	27.48'	N17°28'54"W
EL19	26.32'	S73°44'10"W
EL20	24.86'	S84°17'58"W
EL21	33.55'	S42°46'15"W
EL22	23.04'	S19°41'15"W
EL23	27.69'	S10°07'11"E
EL24	22.30'	S17°58'33"W
EL25	15.17'	S16°39'03"W
EL26	7.58'	S39°08'58"W
EL27	15.76'	S17°58'33"W
EL28	3.40'	N10°46'52"E
EL29	10.40'	N04°11'01"E
EL30	29.00'	N27°43'41"W
EL31	21.76'	N42°27'08"W
EL32	27.17'	N58°12'15"W

Erosion Hazard Setback Line Table

Line	Length	Direction
EL33	17.90'	S75°26'09"W
EL34	31.57'	S88°15'12"W
EL35	8.18'	S81°29'25"W
EL36	10.38'	S41°12'30"W
EL37	33.49'	S87°19'07"W
EL38	8.74'	S19°41'15"W
EL39	13.13'	S38°13'01"W
EL40	8.90'	N52°12'00"W
EL41	23.63'	N69°00'18"W
EL42	44.18'	S67°32'40"W
EL43	40.35'	S10°30'00"W
EL44	43.49'	S10°03'14"E
EL45	15.21'	S26°41'47"E
EL46	14.80'	S24°47'12"W
EL47	14.37'	N11°13'17"E
EL48	14.79'	N07°08'30"W
EL49	18.71'	N16°12'55"W
EL50	63.81'	N48°13'25"E
EL51	2.08'	S68°58'35"E
EL52	5.11'	S21°51'10"W
EL53	24.37'	S17°33'17"E
EL54	23.84'	S28°46'56"E
EL55	15.01'	S52°48'39"E

Erosion Hazard Setback Curve Table

Curve #	Length	Radius	Delta	Chord	Dist
ELC1	87.18'	175.18'	28°27'02"	N83°52'38"E	86.29'
ELC2	158.20'	330.41'	27°29'20"	N43°30'34"E	156.73'
ELC3	90.68'	466.75'	11°07'47"	N07°10'01"E	90.33'
ELC4	74.28'	429.81'	4°32'22"	N07°03'41"E	73.26'
ELC5	208.30'	1261.94'	9°31'59"	N16°57'47"E	208.05'

The WLB Group
 Engineering • Planning • Surveying
 Construction • Restoration • Utility Design
 Offices located in Tucson, Phoenix, Flagstaff, AZ and San Diego, CA
 4444 East Broadway Tucson, Arizona 85711 (520) 381-7400



AMENDED FINAL PLAT
YVON HEIGHTS
 LOTS 1-12 AND COMMON AREA "A" (PRIVATE STREET)
 A PORTION OF THE NW 1/4 OF THE NW 1/4, SECTION 13,
 TOWNSHIP 13 SOUTH, RANGE 13 EAST, G. & S.R.M., PIMA COUNTY, ARIZONA
 DECEMBER, 2023 SCALE: AS SHOWN SHEET 5 OF 5

01/2/2024 A 001 Yvon Heights (Private Street) Amended Plat (Yvon Heights) 486x320 D:\2024

P23FP00017
 P23FP00005
 WLB No. 120024-A-001 REF: P21TP00004

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P23FP00017**

THIS AGREEMENT is made and entered into by and between Double D Development, LLC, an Arizona limited liability company, or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 202065-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 AMENDED FINAL PLAT FOR YVON HEIGHTS Lots 1-12 and Common Area "A" (Private Street) recorded in Sequence number _____ on the _____ day of _____, 20____, in the Office of the Pima County Recorder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PIMA COUNTY, ARIZONA

SUBDIVIDER: Double D Development, LLC, an Arizona limited liability company

Chair, Board of Supervisors

By: [Signature]
David J. Williamson
Its:
Manager _____

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 202065-S, and not in its corporate capacity

Clerk of the Board

By: [Signature]
Ronda Tarro
Its: Trust Officer _____

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 6 day of Nov, 2023, by David J. Williamson, as Manager of Double D Development, LLC, ("**Subdivider**"), an Arizona limited liability company, on behalf of the company.

[Signature]
Notary Public

My Commission Expires:

6/29/24



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 9th day of November, 2023, by Ronda Tarro, Trust Officer of Title Security Agency, LLC, ("**Trustee**"), a Delaware limited liability company, on behalf of the company, as trustee under trust number 202065-S.

[Signature]
Notary Public

My Commission Expires:

8/1/25

