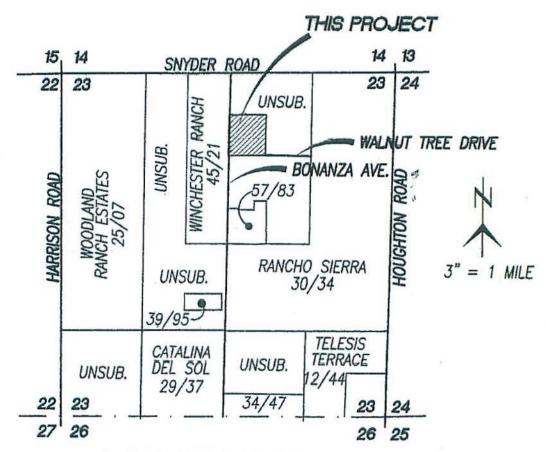


County Administrator Signature/Date:

#### **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: July 07, 2015

/	ARIZONA											
Title: Final Plat (P15FP00002) Territory at Santa Catalina Lots 1-10.  Introduction/Background:  Final Plat process to create a legally subdivided property.  Discussion:												
							N/A					
							Conclusion	1:				
							N/A					
Recommendation:												
Staff recommends approval.												
Fiscal Impa	act:											
N/A												
Board of S	upervisor Distric	t:										
⊠ 1	□ 2	□ 3	□ 4	□ 5	□ AII							
Department: Development Services Telephone: 724-6490												
Department	t Director Signatur	re/Date:	FR	5	a leolis							
Deputy County Administrator Signature/Date: Wh W Seul 6/12/15												



## LOCATION PLAN

BEING A PORTION OF SECTION 23, T13S, R15E, G&SRB&M

Final Plat

P15FP00002

Territory at Santa Catalina

Lots 1-10

#### **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 DEDICATE AND CONVEY TO PIMA COUNTY ALL PUBLIC RIGHT-OF-WAYS AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS.

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

THE PRIVATE LANDSCAPE/WALL EASEMENT. AS SHOWN HEREON. IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION. AN ASSOCIATION OF LOT OWNERS, AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. IN THE OFFICE OF THE PIMA COUNTY RECORDER, WILL ACCEPT RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE PRIVATE LANDSCAPE/WALL EASEMENT.

TITLE SECURITY AGENCY OF ARIZONA, LLC,

A DELAWARE LIMITED LIABILITY COMPANY, DBA TITLE SECURITY AGENCY, LLC, AS TRUSTEE UNDER TRUST NUMBER 201519, AND NOT IN ITS CORPORATE CAPACITY.



#### BENEFICIARY

NAME: J. DEGRAZIA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ADDRESS: 4030 N. PAINTED QUAIL PLACE, TUCSON, ARIZONA 85750

#### **ACKNOWLEDGMENT**

COUNTY OF PIMA

ON THIS, THE D DAY OF PERSONALLY APPEARED DAY OF BOOM ACKNOWLEDGED HIMSELF/HERSELF TO BE TROST CAREA SECURITY AGENCY OF ARIZONA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DBA TITLE SECURITY AGENCY, LLC, AS TRUSTEE UNDER TRUST NUMBER 201519 AND NOT IN ITS-CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE THE SELECTION OF THE PURPOSES THEREIN CONTAINED.

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



STATE OF ARIZONA

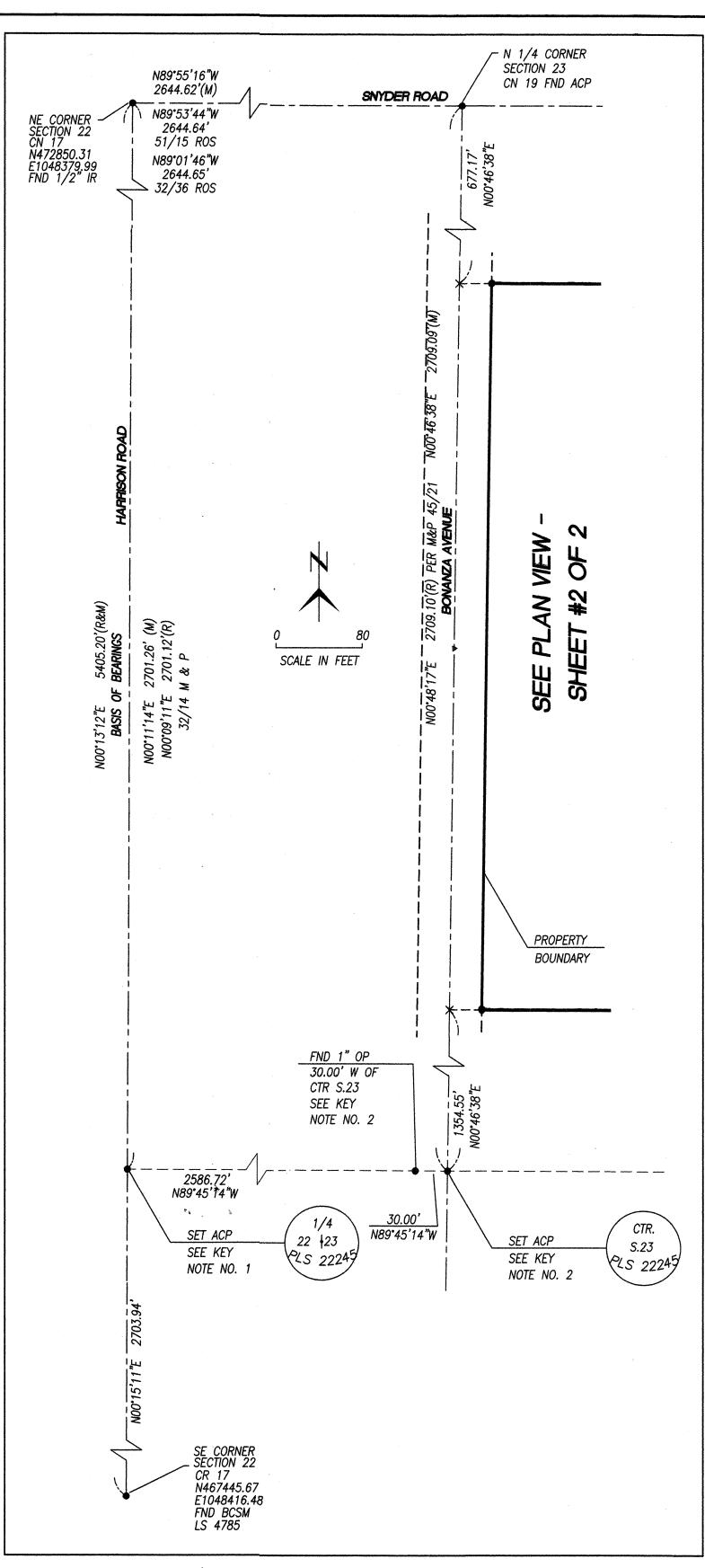
Pima County DIANE L. SLOANE

### GENERAL NOTES

- 1. THE GROSS AREA OF THIS SUBDIVISION IS 9.7 ACRES.
- 2. THE TOTAL NUMBER OF LOTS IS 10.
- 3. BASIS OF BEARINGS: PIMA COUNTY GEODETIC CONTROL POINT CR17 TO PIMA COUNTY GEODETIC CONTROL POINT CN 17 AS MEASURED FROM THE TRUE MERIDIAN USING GPS, BEARING BEING N 00°13'12" E. THE ARIZONA STATE PLANE COORDINATE SYSTEM (NAD83) GRID BEARING FOR THIS LINE IS N 00°23'12" W. THE COMBINED GRID—TO—GROÙND FACTOR FOR THIS SURVEY IS 0.999920. SEE ALSO DETAIL, THIS SHEET.
- 4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.06. TOTAL MILES OF NEW PRIVATE STREETS IS -0-.
- 5. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

#### PERMITTING NOTES

- . THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
- 2. CONDITIONAL ZONING IS CR-1. 3. GROSS DENSITY IS .97 RAC.
- 4. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS FOUND IN CASE NUMBER Co9-14-01 AS APPROVED ON 6/3/14). THE FOLLOWING CONDITIONS AFFECT THE ISSUANCE OF BUILDING PERMITS: A. RESIDENTIAL STRUCTURES SHALL BE NO MORE THAN 24 FEET IN HEIGHT.
- 5. REGULATED RIPARIAN HABITAT (RRH) AS DEFINED ON THE 2005 RIPARIAN CLASSIFICATION MAPS AS SHOWN ON THIS PLAT, IS SUBJECT TO ORDINANCE NO. 2010-FC2, TITLE 16 OF THE PIMA COUNTY CODE. THE REGULATED RIPARIAN HABITAT (RRH) WILL REMAIN UNDISTURBED PER THISFINAL PLAT.
- 6. A DETENTION WAIVER HAS BEEN GRANTED FOR THIS PROJECT BY THE REGIONAL FLOOD CONTROL DISTRICT. THE OWNER HAS PAID A FEE IN-LIEU OF PROVIDING DETENTION FACILITIES.
- 7. NATURAL RESOURCES, PARKS AND RECREATION IN—LIEU FEE OF \$19,460 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED.
- 8. FIRST FLUSH REQUIREMENTS FOR THIS PLAT ARE MET WITHIN EACH LOT AS SHOWN ON THE TENTATIVE PLAT. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR EACH LOT. A SITE PLAN SHOWING THE LOCATION AND VOLUME OF STORMWATER HARVESTING IS REQUIRED. ANY BUILDING OR GRADING PERMITS THAT IMPACT THE BASIN SHALL INDICATE THE NEW BASIN LOCATION AND/ OR CONFIGURATION.



#### BASIS OF BEARING DETAIL

# SURVEY KEYNOTES

- SET 1 1/2" ACP MARKED 1/4 22 23 PLS 22245. POSITION REESTABLISHED PER TRES LOMAS NORTH 28/52, TRES LOMAS NORTH 3 32/14 AND RECORD OF SURVEY BK. 48, PG. 9. DOES NOT FIT PIMA COUNTY SWING TIES.
- FND 1/2" STEEL PIN, GCP CP19, (1.0'Sx1.3'W) OF CENTER SECTION 23, SET ACP MARKED CTR SECTION 23, PLS 22245, AT POSITION REESTABLISHED FROM LOCAL MONUMENTS.

#### RECORDING DATA

SEQUENCE NO. \_\_\_\_\_ 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 \_\_\_\_\_, M. WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN.

F. ANN RODRIGUEZ, COUNTY RECORDER

#### 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

MICHAEL AMERSON AMERSON SURVEYING AMERSON REGISTERED LAND SURVEYOR NO. 22245 & 6-5-1<del>5</del> STATE OF ARIZONA

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

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

NILLIAM H. BAKER, JR

EXPIRES: 3/31/2017

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION

WILLIAM H. BAKER, JR. BAKER & ASSOCIATES ENGINEERING, INC. REGISTERED PROFESSIONAL ENGINEER NO. 11841 STATE OF ARIZONA



EXPIRES: 3/31/2017

#### **ASSURANCES**

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 201519 FROM TITLE SECURITY AGENCY OF ARIZONA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DBA TITLE SECURITY AGENCY. LLC. AS RECORDED IN SEQUENCE NO. .. HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

CHAIR, BOARD OF SUPERVISORS PIMA COUNTY, ARIZONA

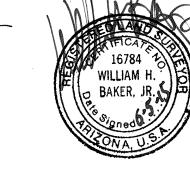
### ATTEST

I, ROBIN BRIGODE, 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 \_\_\_\_\_

CLERK, BOARD OF SUPERVISORS

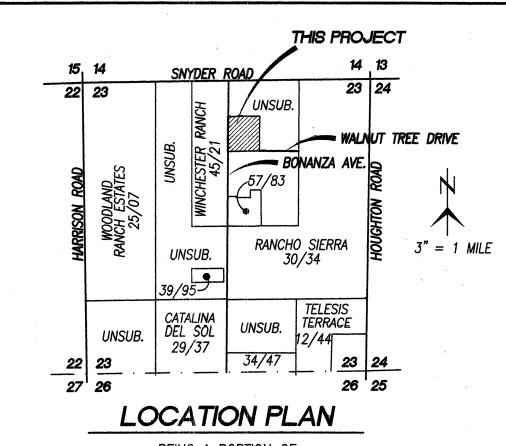


FOR BOUNDARY SURVEY ONLY



EXPIRES: 3/31/2017

FOR INTERIOR SURVEY/GEOMETRY



BEING A PORTION OF SECTION 23, T13S, R15E, G&SRB&M

#### LEGEND

- SURVEY MONUMENT TO BE SET
- FOUND OR SET PROPERTY CORNER OR SURVEY MONUMENT AS SHOWN (SEE ALSO SURVEY KEYNOTES CHART, SHEET #2)
- CALCULATED POINT
- BRASS CAP SURVEY MONUMENT
- RECORDED
- MEASURED

1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR

SUBDIVISION BOUNDARY

CURVE DATA

ADDRESSING/ACCESS LOCATION

NEW RIGHT-OF-WAY LINE

EXISTING RIGHT-OF-WAY LINE

STREET CENTERLINE

EASEMENT LINE AS SHOWN

DEVELOPED 100 YEAR FLOODPRONE LINE ("F.P.L.")

DEVELOPED EROSION SETBACK LINE ("E.S.L.")

Q100=851 CFS (PER WOODLAND

-----

REGULATORY FLOW INFORMATION

WASH STUDY CP\_K)

RADIAL XERIRIPARIAN CLASS "C" REGULATED RIPARIAN HABITAT AREA ("XC")

(SEE ALSO PERMITTING NOTE #5)

ACCESS CONTROL EASEMENT (SEE EASEMENT KEYNOTES, SHEET #2)

# FINAL PLAT for TERRITORY AT SANTA CATALINA, LOTS 1 - 10

BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, T13S, R15E, G&SRB&M, PIMA COUNTY, ARIZONA



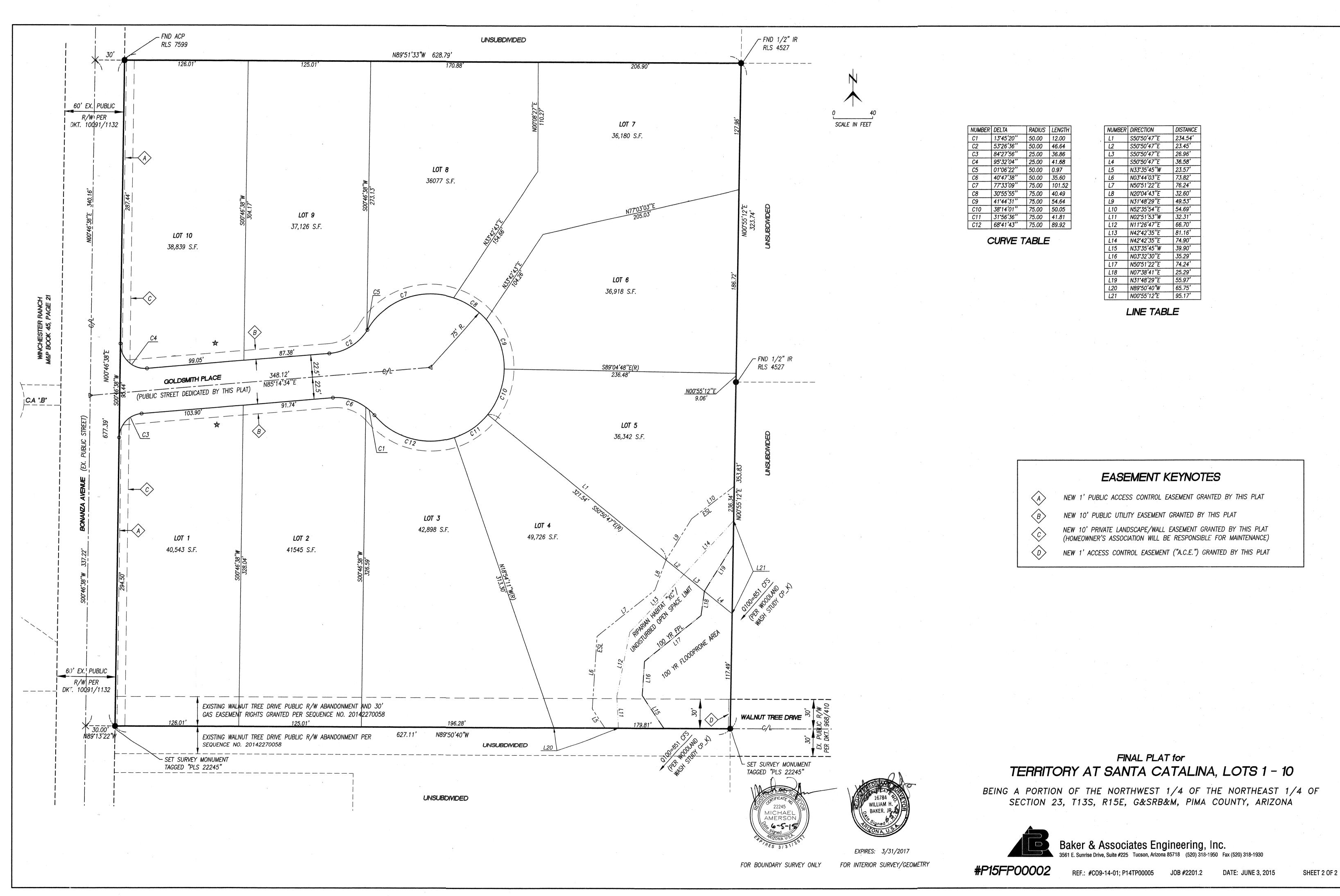
#P15FP00002

Baker & Associates Engineering, Inc. 3561 E. Sunrise Drive. Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

REF.: #C09-14-01; P14TP00005 JOB #2201.2

SHEET 1 OF 2 DATE: JUNE 3, 2015

SEQUENCE # \_\_\_\_\_\_



# ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P15F FP00002

THIS AGREEMENT is made and entered into by and between <u>J DEGRAZIA</u>, <u>LLC</u>, an <u>Arizona limited liability company</u> or successors in interest ("Subdivider"), <u>Title Security Agency of Arizona</u>, <u>LLC</u>, a <u>Delaware limited liability company dba Title Security Agency of Arizona</u>, <u>LLC</u>, ("Trustee"), as trustee under Trust No. <u>201519</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 <a href="TERRITORY AT SANTA CATALINA">TERRITORY AT SANTA CATALINA</a>, lots 1-10 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 option A or B 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.
- 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 ef 20 , which is the date of approval of this agree	fective on the day of, ement by the Pima County Board of Supervisors.				
PIMA COUNTY, ARIZONA	SUBDIVIDER: J DEGRAZIA LLC, an Arizona limied liability company				
Chair, Board of Supervisors	By:  Its:  Mimber				
ATTEST:	TRUSTEE: Title Security Agency of Arizona, LLC, a Delaware limited liability company, dba Title Security Agency of Arizona, LLC, as Trustee under Trust No 201519, and not otherwise				
Clerk of the Board	Its:Joyce M. Rodda Trust Officer				
STATE OF ARIZONA ) County of Pima )					
The foregoing instrument was acknowledged be 2015, by 2019 an Arizona corporation, on behalf of the corporation	of ("Subdivider"),				
My Commission Expires:	NOTARY PUBLIC STATE OF ARIZONA Pima County DIANE L. SLOANE				
STATE OF ARIZONA ) My County of Pima )	Commission Expires July 26, 2018				
The foregoing instrument was acknowledged before me this day of, 2015, by Joyce M. Rodda, Trust Officer of of  Title Security Agency of Arizona, LLC, a Delaware limited liability company, dba Title Security Agency of Arizona, LLC ("Trustee"), on behalf of the limited liability company, as trustee under trust number					
My Commission Expires:	Dundolphi Notary Public				
7/24/16	NOTARY PUBLIC STATE OF ARIZONA Pima County DIANE L. SLOANE Commission Expires July 26, 2018				