



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: January 17, 2017

New Tucson Unit No 5, Lots 27-31 Common Area "A" and a portion of the Public Alley Being a Re-Subdivision
Title: of a portion of New Tucson, Unit No 5 Lots 1-312, Recorded in BK 17 at PG 51 of M&P

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 A. Blackwell Dec. 28, 2016

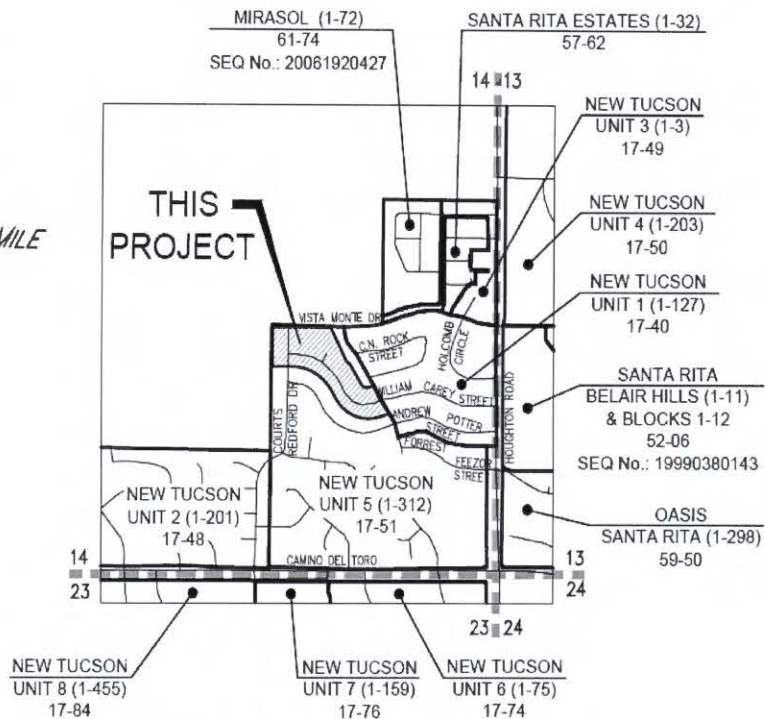
Deputy County Administrator Signature/Date:

[Signature] 12/28/16

County Administrator Signature/Date:

C. D. [Signature] 12/29/16


 SCALE: 3"=1 MILE



LOCATION MAP

LOCATED IN A PORTION OF
 SEC 14, T17S, R15E, G&SRM,
 PIMA COUNTY, ARIZONA

Final Plat
 P16FP00007
 New Tucson Unit No 5, Lots 27-31
 Common Area "A" and a portion of the Public Alley
 Being a Re-Subdivision of a portion of New Tucson, Unit No 5 Lots 1-312
 Recorded in BK 17 at PG 51 of M&P

GENERAL NOTES

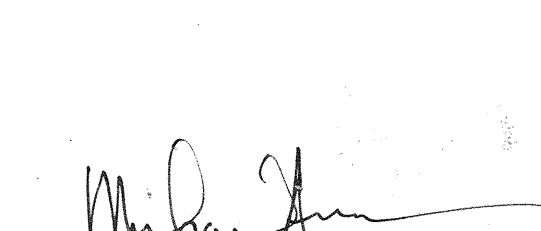
1. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
2. TOTAL MILES OF NEW PUBLIC STREETS IS 0.00 MILES.
3. TOTAL MILES OF NEW PRIVATE STREETS IS 0.00 MILES.
4. THE GROSS AREA OF THE SUBDIVISION IS 1.37 ACRES.

PERMITTING NOTES

1. ZONING IS CR-3
2. THIS SUBDIVISION USES THE LOT REDUCTION OPTION PER 18.25.060.

CERTIFICATION OF SURVEY

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.


SURVEYOR MICHAEL AMERSON



RLS NUMBER 22245

DEDICATIONS

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE THE ONLY PARTY 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, 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 REASONS 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 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.

COMMON AREAS, AS SHOWN HEREON ARE 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 INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS, AND ARE ALSO GRANTED AS PUBLIC ACCESS AND MAINTENANCE EASEMENTS TO PIMA COUNTY FOR MAINTENANCE AND ACCESS OF PUBLIC DRAINAGE STRUCTURES.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER SEQUENCE NO. _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VELOREM TAXES, AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE DRAINAGEWAYS, WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 201533S, AS TRUSTEE ONLY AND NOT OTHERWISE

BY: DIANE SLOANE, TRUST OFFICER  DATE 12/21/16

THE BENEFICIARY OF TITLE SECURITY AGENCY, LLC, TRUST NO 201533S IS:
NT PROPERTIES LLC
ATTN: KENNETH SILVERMAN
2725 E. BROADWAY BLVD
TUCSON, AZ 85716

STATE OF ARIZONA }
COUNTY OF PIMA } SS

ON THIS 21st DAY OF December, 2016, BEFORE ME, PERSONALLY APPEARED DIANE SLOANE WHO ACKNOWLEDGED HERSELF TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY, LLC, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 201533S, AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 12/31/16


NOTARY PUBLIC

NOTARY PUBLIC
STATE OF ARIZONA
Pima County
JOYCE M. RODDA
My Commission Expires 12/31/16

RECORDING

STATE OF ARIZONA)
PIMA COUNTY) SS

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____ DAY OF _____, 2016, IN SEQUENCE _____ THEREOF.

COUNTY RECORDER

DATE

ASSURANCES

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

BY: CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE

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 THE _____ DAY OF _____, 2016.

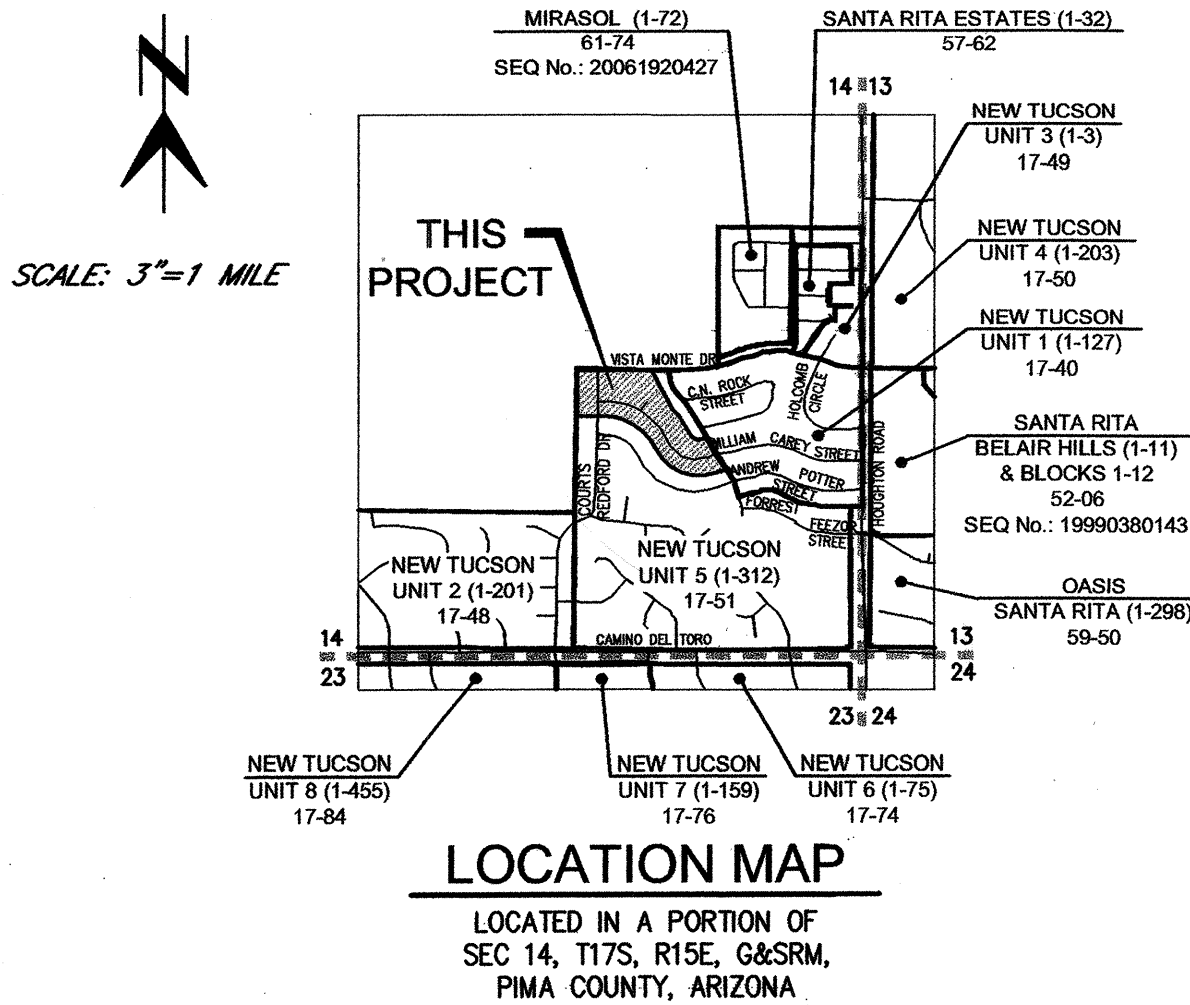
CLERK, BOARD OF SUPERVISORS

DATE

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAT IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14 AS SHOWN ON THE PLAT OF NEW TUCSON, UNIT NO 5, LOTS 1-312, BOOK 17, PAGE 51 OF MAPS AND PLATS, PIMA COUNTY RECORDER'S OFFICE.

SAID BEARING BEING: NORTH 89°58'53" WEST.



LEGEND

- SUBJECT PARCEL PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- EASEMENT LINE
- SETBACK LINE
- EXISTING CURB AND EDGE OF PAVEMENT
- SURVEY MONUMENT TO BE SET
- 1/2"Ø REBAR TO BE SET W/ RLS TAG
- (C) CALCULATED DIMENSION
- (R) RECORD DIMENSION PER MAPS & PLATS BK 17 PG 51
- (M) MEASURED DIMENSION

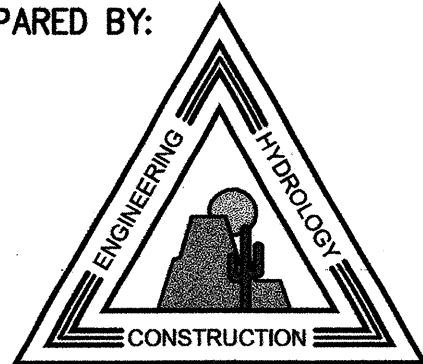
OWNER

TRUST No. 201533S
TITLE SECURITY AGENCY, LLC
2730 EAST BROADWAY BLVD, SUITE 100
TUCSON, AZ 85716
DIANE SLOANE, TRUSTEE

DEVELOPER

NEW TUCSON UNIT NO 5
HOMEOWNERS ASSOCIATION
ATTN: MR. KENNETH SILVERMAN
2725 EAST BROADWAY BLVD
TUCSON, AZ 85716-5307
(520) 795-7738

PREPARED BY:



GREG CARLSON ENGINEERING, L.L.C.
1521 E. Broadway Blvd., Tucson, AZ 85719
(520)-624-0070 fax (520)-624-4197
e-mail: gcarlson@greg.biz

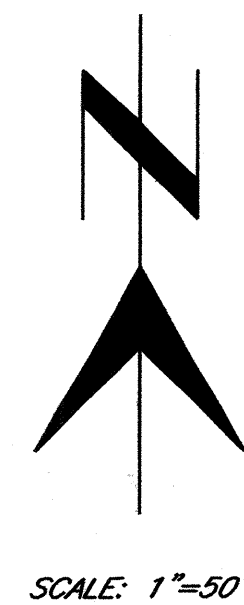
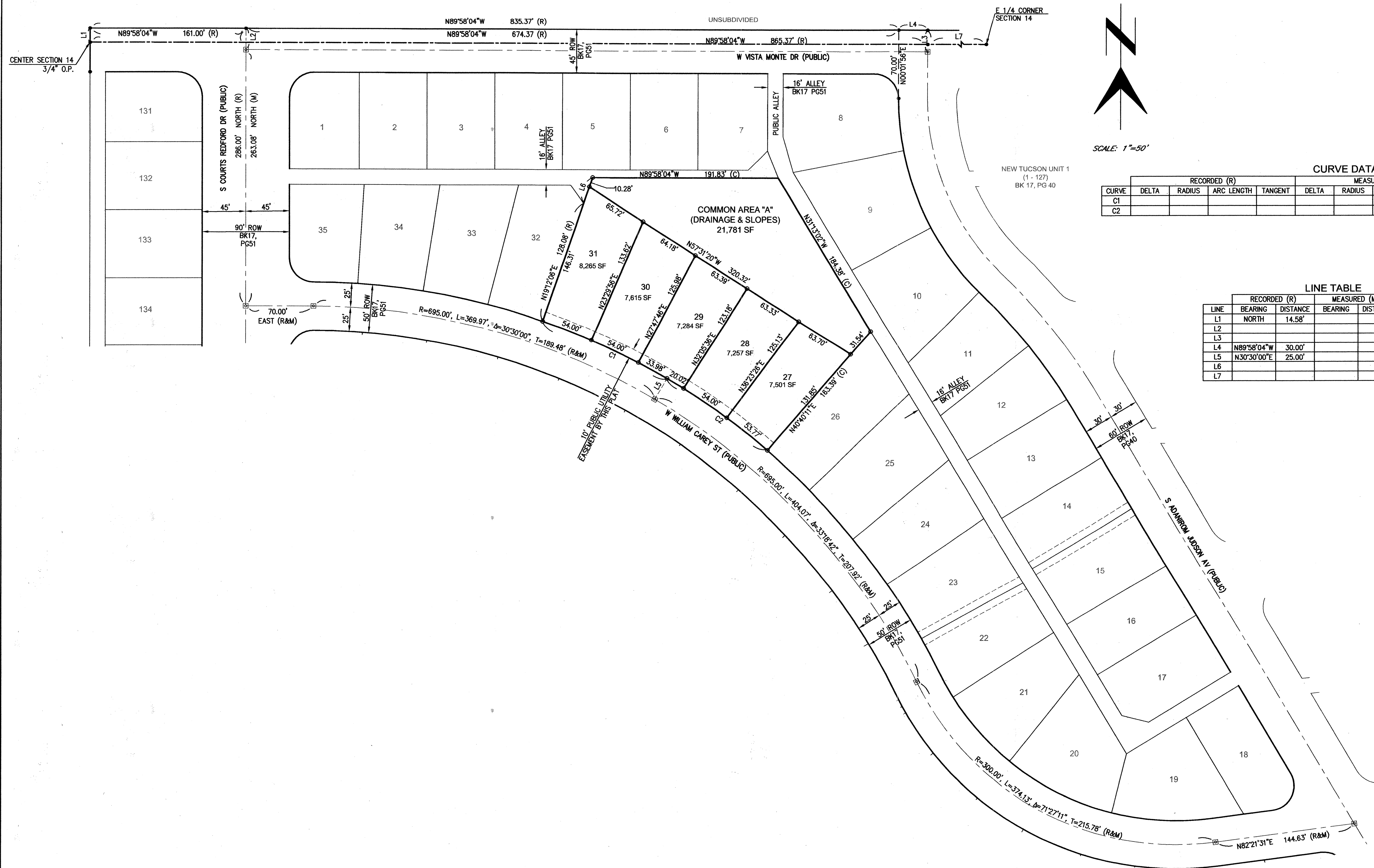
P16TP00005
CO9-62-57
CO12-61-34D
P05TR00149

P16 FP00007

FINAL PLAT FOR
NEW TUCSON UNIT NO 5, LOTS 27-31, COMMON
AREA 'A' (DRAINAGE & SLOPES) AND A
PORTION OF THE PUBLIC ALLEY
BEING A RE-SUBDIVISION OF A PORTION OF
NEW TUCSON, UNIT NO 5 LOTS 1 THRU 312
RECORDED IN BK 17 AT PG 51 OF M&P
LOCATED IN THE SE 1/4 SECT 14, T17S, R15E, G&SRM,
PIMA COUNTY, ARIZONA

HORIZ: N/A REF: -
VERT: N/A JOB NO. 15-049

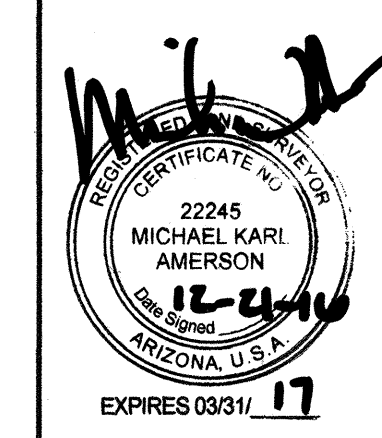
DESIGNED BY: grc DRAFTED BY: grc CHECKED BY: grc DATE: DECEMBER, 2016



CURVE DATA TABLE												
CURVE	RECORDED (R)				MEASURED (M)				CALCULATED (C)			
	DELTA	RADIUS	ARC LENGTH	TANGENT	DELTA	RADIUS	ARC LENGTH	TANGENT	DELTA	RADIUS	ARC LENGTH	TANGENT
C1									11°17'54"	720.00'	141.98'	71.22'
C2									10°10'11"	720.00'	127.80'	64.07'

LINE TABLE					
LINE	BEARING	RECORDED (R)		MEASURED (M)	
		BEARING	DISTANCE	BEARING	DISTANCE
L1	NORTH		14.58'	NORTH	14.57'
L2				NORTH	22.50'
L3				N00°01'56"E	22.50'
L4	N89°58'04"W		30.00'		
L5	N30°30'00"E		25.00'		
L6				N19°12'06"E	28.51'
L7				N89°58'04"W	1,774.97'

P16TP00005
CO9-62-57
CO12-61-34D
PO5TR00149



PREPARED BY:

GREG CARLSON ENGINEERING, L.L.C.
1921 E. Broadway Blvd., Tucson, AZ 85719
(520)-624-0070 fax (520)-624-4197
e-mail: gcarlson@gceg.biz

FINAL PLAT FOR
NEW TUCSON UNIT NO 5, LOTS 27-31, COMMON
AREA 'A' (DRAINAGE & SLOPES) AND A
PORTION OF THE PUBLIC ALLEY
BEING A RE-SUBDIVISION OF A PORTION OF
NEW TUCSON, UNIT NO 5 LOTS 1 THRU 312
RECORDED IN BK 17 AT PG 51 OF M&P
LOCATED IN THE SE 1/4 SECT 14, T17S, R15E, G&SRM,
PIMA COUNTY, ARIZONA

HORIZ: 1"=50' REF: -
SCALES: VERT: N/A JOB NO. 15-049

DESIGNED BY: GRC DRAFTED BY: - CHECKED BY: GRC DATE: DECEMBER, 2016

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P16 FP00007

THIS AGREEMENT is made and entered into by and between NT Properties, 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. 201533-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 NEW TUCSON UNIT NO. 5, LOTS 27-31, COMMON AREA "A" (DRAINAGE & SLOPES) AND A PORTION OF THE PUBLIC ALLEY BEING A RE-SUBDIVISION OF A PORTION OF NEW TUCSON, UNIT 5 LOTS 1 THRU 312 RECORDED IN BK 17 AT PG 51 OF M&P LOCATED IN THE SE 1/4 SECT 14, T17S, R15E, G&SRM, PIMA COUNTY, ARIZONA 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

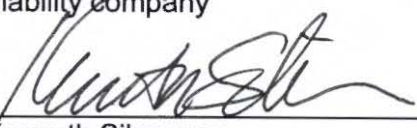
C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

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: NT Properties, LLC, an Arizona limited liability company

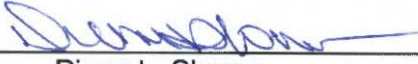
Chair, Board of Supervisors

By: 
Kenneth Silverman
Its: Manager

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No 201533-S, and not otherwise

Clerk of the Board

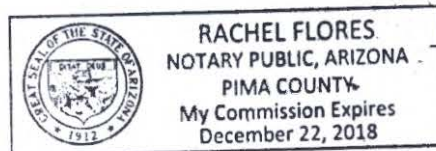
By: 
Diane L. Sloane
Its: Trust Officer

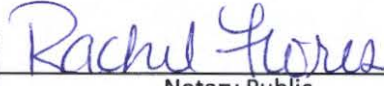
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 28 day of November, 2016, by Kenneth Silverman, as manager of
NT Properties, LLC, an Arizona limited liability company ("Subdivider"),
behalf of the company.

My Commission Expires:

12/22/2018



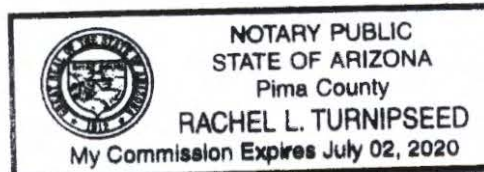

Notary Public

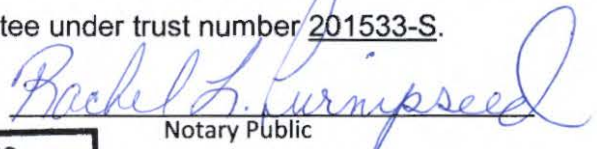
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 29th day of November, 2016, by Diane L. Sloane, as Trust Officer of
Title Security Agency, LLC tklipp@terramarproperties.net, an Delaware limited liability company
("Trustee"),
an Arizona corporation, on behalf of the corporation, as trustee under trust number 201533-S.

My Commission Expires:

7-2-2010




Notary Public