



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: April 18, 2017

Title: Final Plat (P16FP00005) Santa Rita Greens Lots 1 Thru 12 and Common Areas "A & B".

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:

Mark Blackwell 3/27/17

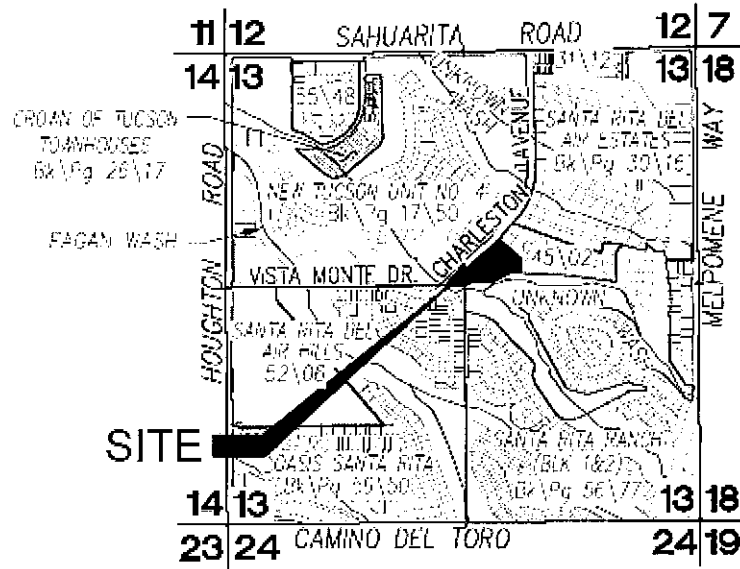
Deputy County Administrator Signature/Date:

[Signature] 3/28/17

County Administrator Signature/Date:

C. DeLutsky 3/28/17

LOCATION MAP



VICINITY MAP *3"=1 mile*

SECTION 13,
T17S, R15E, G&SRM,
PIMA COUNTY, AZ



Final Plat
P16FP00005
Santa Rita Greens
Lots 1 thru 12 and Common Areas "A & B"

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, 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 ALSO 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.

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

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,455, ONLY AND NOT OTHERWISE.

BY: Martha L. Hill DATE: 3.1.17
TRUST OFFICER

STATE OF ARIZONA

PIMA COUNTY



ON THIS 1st DAY OF MARCH, 2017, BEFORE ME PERSONALLY APPEARED MARTHA L. HILL, WHO ACKNOWLEDGED HERSELF (HIM/HERSELF) TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, INC., AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

5.9.18
MY COMMISSION EXPIRES

Rita L. Kippes
NOTARY PUBLIC

ASSURANCES

ASSURANCES IN THE FORM OF THIRD PARTY TRUST AGREEMENT FROM FIDELITY NATIONAL TITLE AGENCY, INC., AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY CODE, CHAPTER 18.69 (SUBDIVISION STANDARD)

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 THE _____ DAY OF _____, 20____.

CLERK, BOARD OF SUPERVISORS

DATE

STATE OF ARIZONA

STATE OF ARIZONA FEE _____
COUNTY OF PIMA SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____ DAY OF _____, 20____.
AT _____ M IN SEQUENCE
NUMBER _____ THEREOF.

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER

BY DEPUTY

ASSURED WATER SUPPLY

A CERTIFICATION OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM TUCSON WATER ~~CO~~

BY: Martha L. Hill 15 Mar 2017
SUBDIVISION COORDINATOR PLANNING ADMINISTRATOR DATE

FINAL PLAT
FOR
SANTA RITA GREENS
LOTS 1 THRU 12 AND COMMON AREA "A" & "B"
("A" LANDSCAPE, DRAINAGE & BUFFERYARD, "B" UNDISTURBED NATURAL BUFFERYARD)

GENERAL NOTES

- EXISTING ZONING IS CR-3 AND SHALL REMAIN.
- THE GROSS AREA OF THIS SUBDIVISION IS 4.45 ACRES.
- THE TOTAL NUMBER OF LOTS IS 12.
- TOTAL MILES OF NEW PUBLIC STREETS ARE 0.003 MILES. TOTAL MILES OF NEW PRIVATE STREETS ARE 0.00
- THERE WILL BE NO FURTHER DIVISION OF LOTS WITHOUT THE EXPRESSED APPROVAL OF PIMA COUNTY.
- BASIS OF BEARINGS: GPS FIELD MEASURED BEARING BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF LONGFELLOW AVE. SAID BEARING BEING: N 00°20'13" W
- ANY RELOCATION, MODIFICATION, ETC. OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
- COMMON AREAS INFORMATION:
C.A. "A" LANDSCAPE, DRAINAGE & BUFFERYARD (20,647 SF, 0.47 AC)
C.A. "B" UNDISTURBED NATURAL BUFFERYARD (15,488 SF, 0.36 AC)
- THE WATER COMPANY THAT WILL SERVICE THIS DEVELOPMENT IS TUCSON WATER
P.O. BOX 27210
TUCSON AZ. 85726-7210
(520) 791-4718.
- THE HOMEOWNER'S ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF COMMON AREA "A" AND COMMON AREA "B".
- APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
- ALL LANDSCAPING WITHIN THE PUBLIC SEWER EASEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH THE PLANTING GUIDELINES CONTAINED WITHIN THE CURRENT ADOPTED REGIONAL WASTEWATER RECLAMATION DEPARTMENT DESIGN STANDARDS.

PERMITTING NOTE:

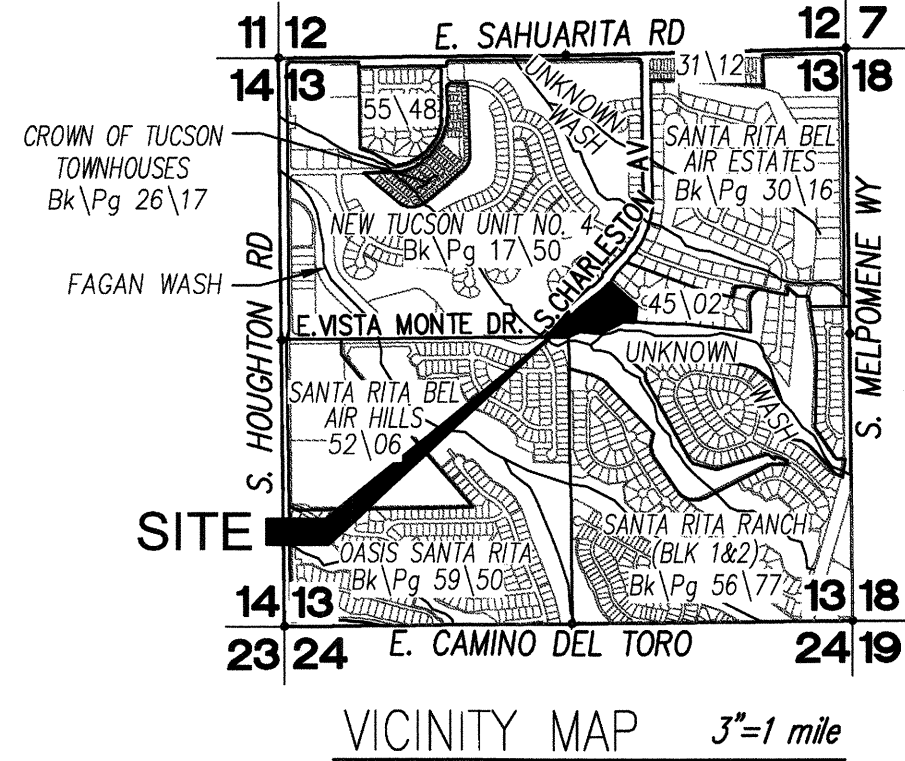
NATURAL RESOURCES, PARKS AND RECREATIONS IN-LIEU FEE OF \$23,904 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED.

LEGEND

- ☒ NEW SURVEY MONUMENT TO BE SET BY AN RLS.
- ☐ LOT CORNERS TO BE SET BY AN RLS.
- ☒ EXISTING LOT CORNER (AS NOTED)
- ☒ FND BRASS CAP SURVEY MONUMENT (BCSM).
- _____ BOUNDARY
- RIGHT OF WAY
- CENTER LINE
- NEW EASEMENT LINE
- NEW LOT LINE
- EX. EASEMENT LINE
- SECTION LINE
- EROSION HAZARD SETBACK
- (R) RECORD DIMENSIONS PER DOCKET 9132 PAGE 24.
- (R1) RECORD DIMENSIONS PER LEGAL DESCRIPTION EXHIBIT "A" SPECIAL REPORT (PARCEL 1) REPORT NO. 630-56-28209 FIRST AMERICAN TITLE INSURANCE COMPANY DATED APRIL 1, 2014.
- (R2) RECORD DIMENSIONS PER FINAL PLAT IN BOOK 59 M&P PAGE 50
- (R3) RECORD DIMENSIONS PER FINAL PLAT IN BOOK 45 M&P PAGE 2
- (C) CALCULATED DIMENSION.
- (M) MEASURED DIMENSION PER THIS SURVEY.

BENEFICIARY

THE BENEFICIARY OF FIDELITY NATIONAL TITLE AGENCY, INC., TRUST NO. 60,455 IS SRG TUCSON PROPERTY, LLC., AN ARIZONA LIMITED LIABILITY COMPANY.



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.

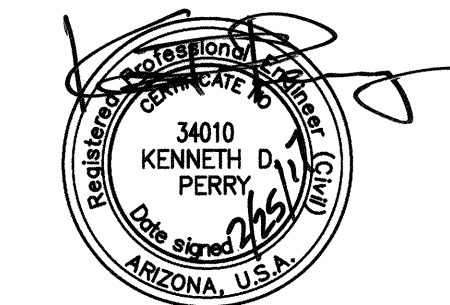


FREDRICK J. STURNIOLO
ARIZONA R.L.S. # 12537

EXPIRES
06/30/2019

ENGINEER'S CERTIFICATE

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



KENNETH D. PERRY
REGISTERED PROFESSIONAL ENGINEER
P.E. NUMBER 34010

Expires: 9/30/17

SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 FINAL PLAT

FINAL PLAT
FOR
SANTA RITA GREENS
LOTS 1-12, AND COMMON AREA "A" & "B"
("A" LANDSCAPE, DRAINAGE & BUFFERYARD,
"B" UNDISTURBED NATURAL BUFFERYARD)
A RE-SUBDIVISION OF LOT 291, SANTA RITA BEL AIR ESTATES, AS
RECORDED IN BOOK 45 OF MAPS & PLATS AT PAGE 2 WITHIN
SECTION 13, T17S, R15E, G&SRM, PIMA COUNTY, AZ

P16FP00005
Co12-92-49

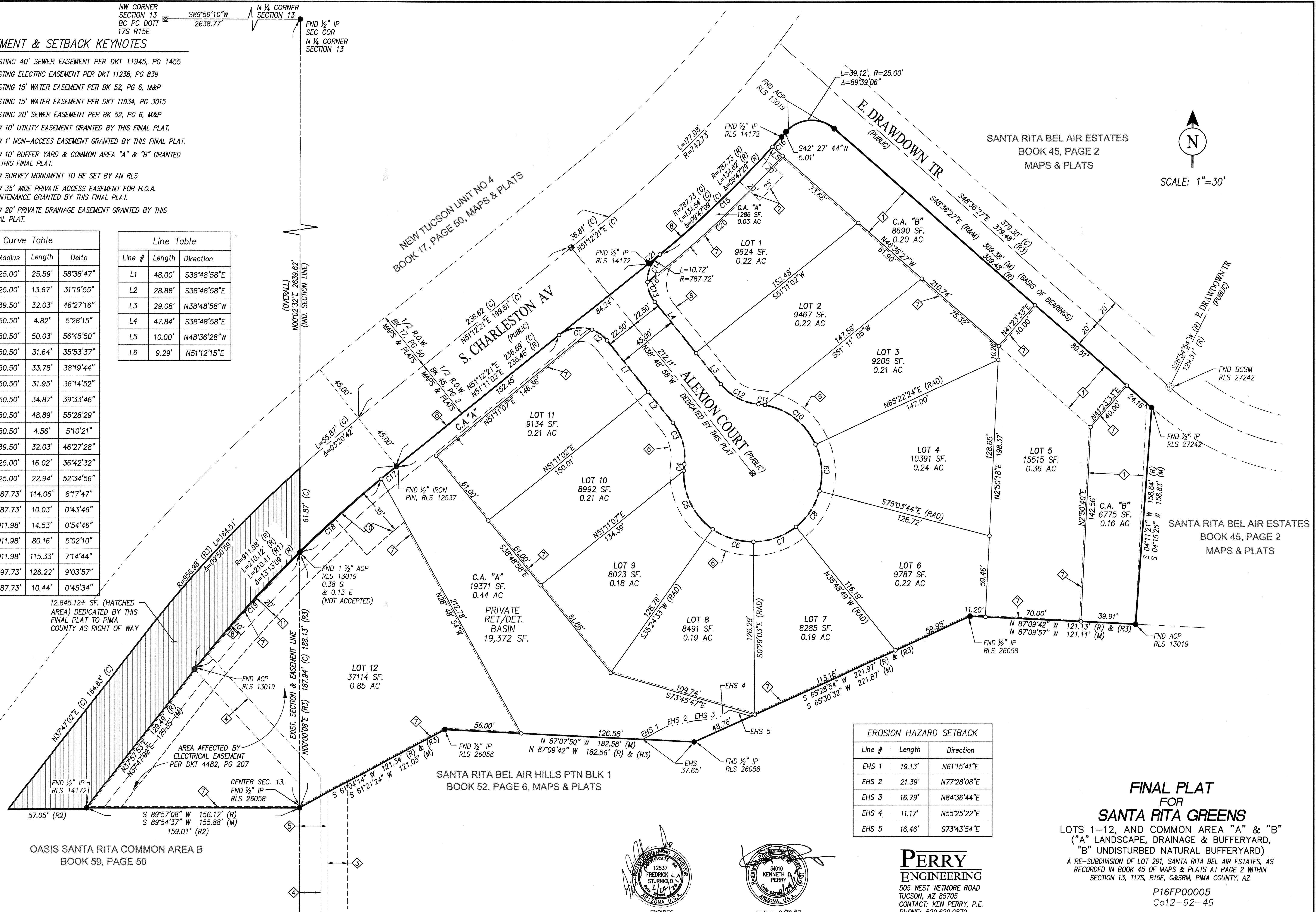
PERRY
ENGINEERING
505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870
www.perryengineering.net

EASEMENT & SETBACK KEYNOTES

- 1 EXISTING 40' SEWER EASEMENT PER DKT 11945, PG 1455
- 2 EXISTING ELECTRIC EASEMENT PER DKT 11238, PG 839
- 3 EXISTING 15' WATER EASEMENT PER BK 52, PG 6, M&P
- 4 EXISTING 15' WATER EASEMENT PER DKT 11934, PG 3015
- 5 EXISTING 20' SEWER EASEMENT PER BK 52, PG 6, M&P
- 6 NEW 10' UTILITY EASEMENT GRANTED BY THIS FINAL PLAT.
- 7 NEW 1' NON-ACCESS EASEMENT GRANTED BY THIS FINAL PLAT.
- 8 NEW 10' BUFFER YARD & COMMON AREA "A" & "B" GRANTED BY THIS FINAL PLAT.
- 9 NEW SURVEY MONUMENT TO BE SET BY AN RLS.
- 10 NEW 35' WIDE PRIVATE ACCESS EASEMENT FOR H.O.A. MAINTENANCE GRANTED BY THIS FINAL PLAT.
- 11 NEW 20' PRIVATE DRAINAGE EASEMENT GRANTED BY THIS FINAL PLAT.

Curve Table			
Curve #	Radius	Length	Delta
C1	25.00'	25.59'	58°38'47"
C2	25.00'	13.67'	31°19'55"
C3	39.50'	32.03'	46°27'16"
C4	50.50'	4.82'	5°28'15"
C5	50.50'	50.03'	56°45'50"
C6	50.50'	31.64'	35°53'37"
C7	50.50'	33.78'	38°19'44"
C8	50.50'	31.95'	36°14'52"
C9	50.50'	34.87'	39°33'46"
C10	50.50'	48.89'	55°28'29"
C11	50.50'	4.56'	5°10'21"
C12	39.50'	32.03'	46°27'28"
C13	25.00'	16.02'	36°42'32"
C14	25.00'	22.94'	52°34'56"
C15	787.73'	114.06'	8°17'47"
C16	787.73'	10.03'	0°43'46"
C17	911.98'	14.53'	0°54'46"
C18	911.98'	80.16'	5°02'10"
C19	911.98'	115.33'	7°14'44"
C20	797.73'	126.22'	9°03'57"
C21	787.73'	10.44'	0°45'34"

Line Table		
Line #	Length	Direction
L1	48.00'	S38°48'58"E
L2	28.88'	S38°48'58"E
L3	29.08'	N38°48'58"W
L4	47.84'	S38°48'58"E
L5	10.00'	N48°36'28"W
L6	9.29'	N51°12'15"E



EROSION HAZARD SETBACK		
Line #	Length	Direction
EHS 1	19.13'	N61°15'41"E
EHS 2	21.39'	N77°28'08"E
EHS 3	16.79'	N84°36'44"E
EHS 4	11.17'	N55°25'22"E
EHS 5	16.46'	S73°43'54"E



PERRY
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505 WEST WETMORE ROAD
TUCSON, AZ 85705
CONTACT: KEN PERRY, P.E.
PHONE: 520.620.9870
www.perryengineering.net

FINAL PLAT
FOR
SANTA RITA GREENS
LOTS 1-12, AND COMMON AREA "A" & "B"
("A" LANDSCAPE, DRAINAGE & BUFFERYARD,
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SECTION 13, T17S, R15E, G&SRM, PIMA COUNTY, AZ

P16FP00005
Co12-92-49

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS** (Third Party Trust)
[P16FP00005]

THIS AGREEMENT is made and entered into by and between SRG TUCSON PROPERTY, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,455; 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 Lots 1 thru 12 and Common Areas "A" (Landscape, Drainage & Bufferyard) and "B" (Undistrubed Natural Bufferyard) of SANTA RITA GREENS recorded in Sequence number _____ on the _____ day of _____, 2017, 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: SRG TUCSON PROPERTY, LLC,
an Arizona limited liability company

Chair, Board of Supervisors

By: _____

Its: PROS-

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE
AGENCY, INC., an Arizona corporation, as
Trustee under Trust No 60,455, and not in its
corporate capacity

Clerk of the Board

By: _____

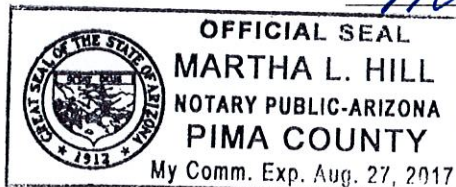
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Eric Abrams, Manager of
SRG TUCSON PROPERTY, LLC., AN ARIZONA LIMITED LIABILITY COMPANY ("Subdivider"),

My Commission Expires:

8.27.17

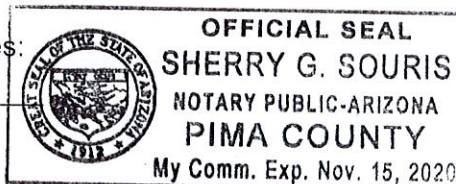


Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Martha L. Hill, Trust Officer of
FIDELITY NATIONAL TITLE AGENCY, INC., ("Trustee"),
an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,455.

My Commission Expires:



Notary Public