



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: September 19, 2017

Title: Final Plat (P17FP00002) Magee 17 Lots 1 - 35 Common Area.A (Functional Open Space, Riparian Mitigation, Drainage, Public Utilities, Access and Maintenance) and Common Area B (Natural Open Space)

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:

Cecelia Blackwell

Aug. 31, 2017

Deputy County Administrator Signature/Date:

C. Duley

8/31/17

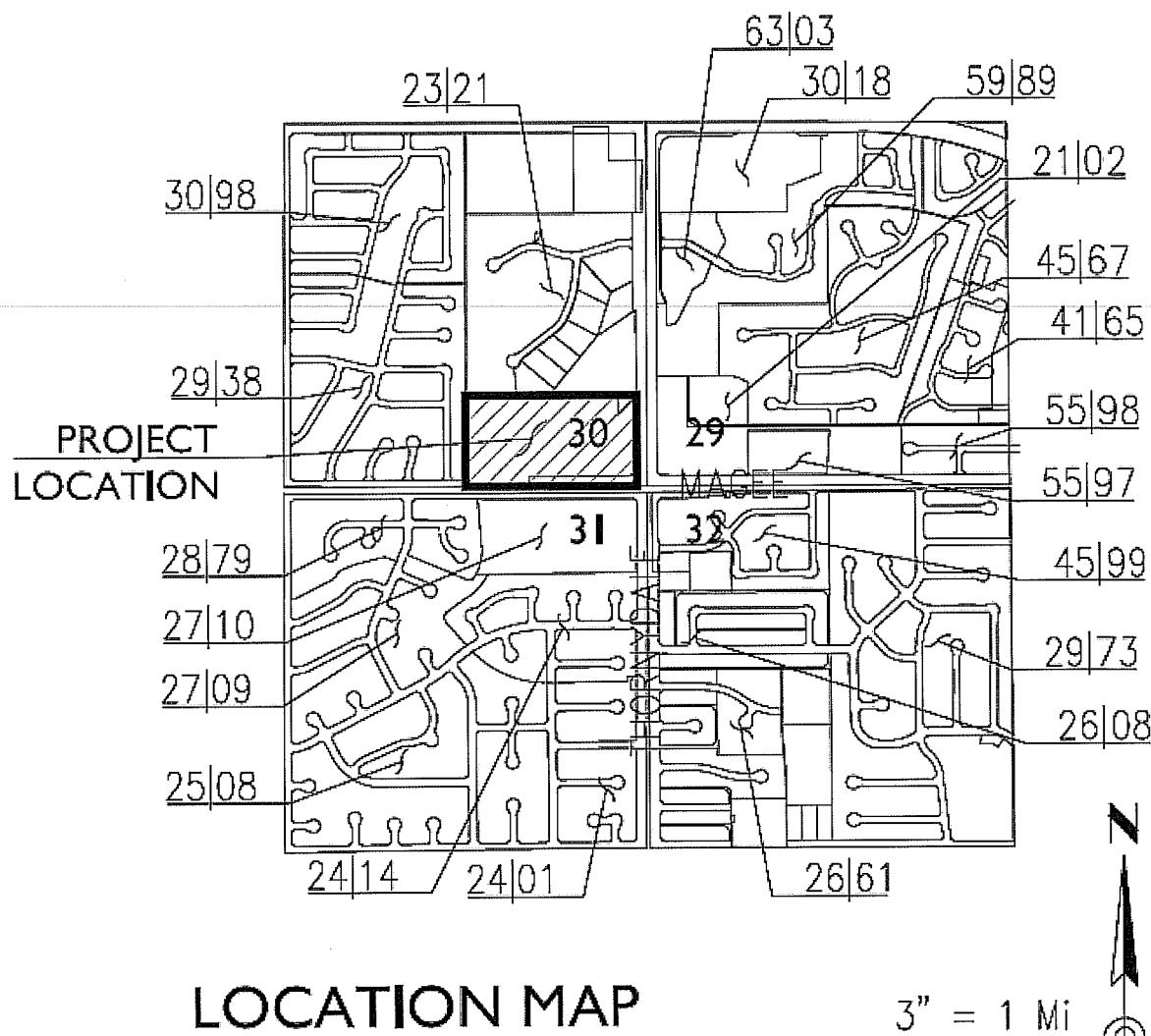
County Administrator Signature/Date:

C. Duley

8/31/17

SEP 01 2017 PM 0333 PC CLK (DEFED)

AC3



LOCATION MAP

3" = 1 Mi

A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 30
TOWNSHIP 12 SOUTH, RANGE 13 EAST, G&SRM
PIMA COUNTY, ARIZONA

Final Plat

P17FP00002

Magee 17

Lots 1-35 and Common Areas "A" & "B"

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
P17FP00002

THIS AGREEMENT is made and entered into by and between Mandarin Associates, an Arizona partnership, or successors in interest ("Subdivider"), Fidelity National Title Agency, Inc., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,463; 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 - 35, Common Area "A" (Functional Open Space, Riparian Mitigation, Drainage, Public Utilities, Access & Maintenance) & Common Area "B" (Natural Open Space) of MAGEE 17 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:

Mandarin Associates, an Arizona partnership

Chair, Board of Supervisors

By: 
Its: Managing Partner

By:
Its: Authorized Agent

ATTEST:

TRUSTEE:

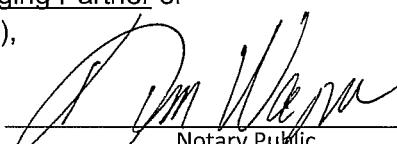
Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust No 60,463, and not in its corporate capacity

Clerk of the Board

By: 
Its: Trust Officer

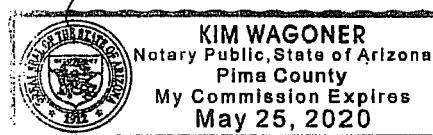
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 3rd day of
January, 2017, by Lawrence C. Leung, Managing Partner of
Mandarin Associates, an Arizona Partnership ("Subdivider"),
on behalf of said partnership.


Notary Public

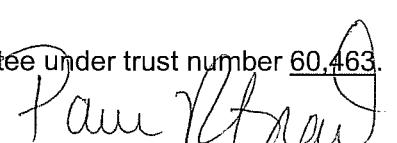
My Commission Expires:

May 25, 2020



STATE OF ARIZONA)
County of Pima)

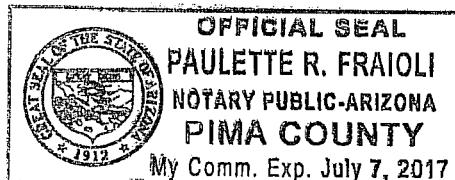
The foregoing instrument was acknowledged before me this 10th day of
February, 2017, by Martha L. Hill of
Fidelity National National Title Agency, Inc., ("Trustee"),
an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,463.


Notary Public

My Commission Expires:

7/7/17

Magee 17 No. 60,463



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, ROADS, PARKS, DETENTION (DETENTION/RETENTION) BASINS, ALLEY, AND DRAINAGE WAYS.

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 (AND PRIVATE EASEMENTS), 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 THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

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 NUMBER _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGeways, PRIVATE SEWERS AND PRIVATE EASEMENTS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 60,463 AND NOT IN ITS CORPORATE CAPACITY

Marta L. Hill
TRUST OFFICER

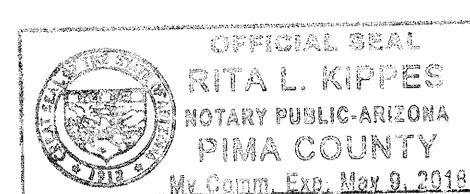
BENEFICIARY OF TRUST:
MANDARIN ASSOCIATES, AN ARIZONA GENERAL PARTNERSHIP

ACKNOWLEDGEMENTS

STATE OF ARIZONA

COUNTY OF PIMA

SS



ON THIS 30th DAY OF AUGUST, 2017, BEFORE ME PERSONALLY APPEARED MARTHA L. HILL, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY, INC. AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 5-9-18
NOTARY PUBLIC

Martha L. Hill

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. _____ FROM FIDELITY NATIONAL TITLE AGENCY, INC 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
DATE

ATTEST:

I, JULIE CASTANEDA, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS 30 DAY OF 2017.

CLERK, BOARD OF SUPERVISORS
DATE

CERTIFICATIONS

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND/OR PROPOSED MONUMENTS AND MARKERS ARE CORRECTLY DESCRIBED.

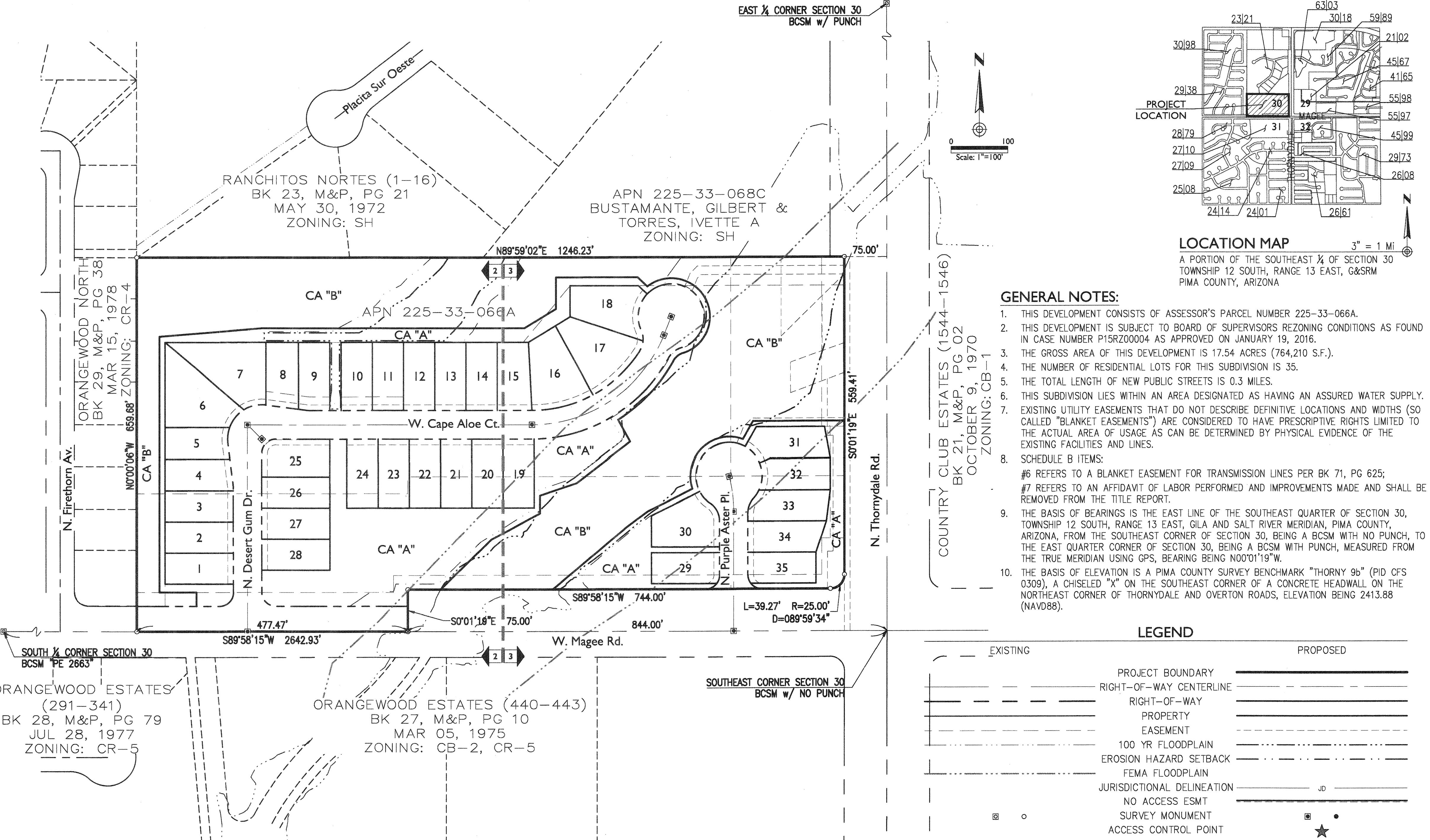
Michael Amerson
MICHAEL AMERSON
DATE
8-30-17

I HEREBY CERTIFY THAT THE 100-YEAR FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY DIRECTION.

Scott J. Altherr
SCOTT J. ALTHERR
CMG DRAINAGE ENGINEERING, INC.
PE 43795
DATE
8-30-17

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

Gregory Paul Bennett
GREGORY PAUL BENNETT
EPS GROUP
PE 53192
DATE
08-30-17



PERMITTING NOTES:

1. PER REZONING CASE NUMBER P15RZ00004, THE CONDITIONAL ZONING IS "CR-5" (MULTIPLE RESIDENCE).
2. THE USE OF THIS PLAT IS SINGLE FAMILY DETACHED RESIDENTIAL AND IS PERMITTED IN ACCORDANCE WITH SECTION 18.29 OF THE ZONING CODE.
3. THE OVERALL DENSITY OF THIS SUBDIVISION IS 2.00 RESIDENCES PER ACRE.
4. THE MINIMUM ALLOWABLE LOT SIZE PER "CR-5" ZONING IS 6,000 S.F.
5. THE MINIMUM LOT SIZE PROVIDED IS 6,140 S.F. (LOT 5). THE MAXIMUM LOT SIZE PROVIDED IS 12,616 S.F. (LOT 7). THE AVERAGE LOT SIZE PROVIDED IS 7,425 S.F.
6. SUBDIVISION AREAS:
RESIDENTIAL DEVELOPMENT AREA = 5.97 ACRES (259,885.8 SF)
COMMON AREA "A" = 3.05 ACRES (133,070.9 SF)
COMMON AREA "B" = 6.07 ACRES (264,448.4 SF)
RIGHT-OF-WAY = 2.03 ACRES (88,640.8 SF)
7. THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT WRITTEN APPROVAL OF THE PIMA COUNTY BOARD OF SUPERVISORS.
8. MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 3.2 OF THE 2016 PIMA COUNTY SUBDIVISION AND DEVELOPMENT STREET STANDARDS.
9. THIS PLAT IS SUBJECT TO AN APPROVED RIPARIAN HABITAT MITIGATION PLAN.
10. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ON SITE: 3.16 ACRES.
11. AMOUNT OF REGULATED RIPARIAN HABITAT DISTURBED ON SITE BY THIS PROJECT (BY INFRASTRUCTURE, BUILDING PADS, SEPTIC, ETC.): 0.74 ACRES.
12. NATURAL RESOURCES, PARKS AND RECREATION IN-LIEU FEE OF \$69,720 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 26TH LOT.

SHEET INDEX

- | | | |
|-------|-----------|-----------------------------------|
| 1 | FP01 | COVER & NOTES SHEET |
| 2 - 3 | FP02-FP03 | PARCEL DATA SHEETS |
| 4 | FP04 | FLOODPLAIN DATA SHEET |
| 5 | FP05 | EROSION HAZARD SETBACK DATA SHEET |



REF: P15RZ0004; P16TP0007; P17SC0001

Final Plat for Magee 17

Lots 1 - 35, Common Area "A" (Functional Open Space, Riparian Mitigation, Drainage, Public Utilities, Access & Maintenance) & Common Area "B" (Natural Open Space)

Being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, T12S, R13E, G&SRM, Pima County, Arizona

EPS Project No. 14-341.8

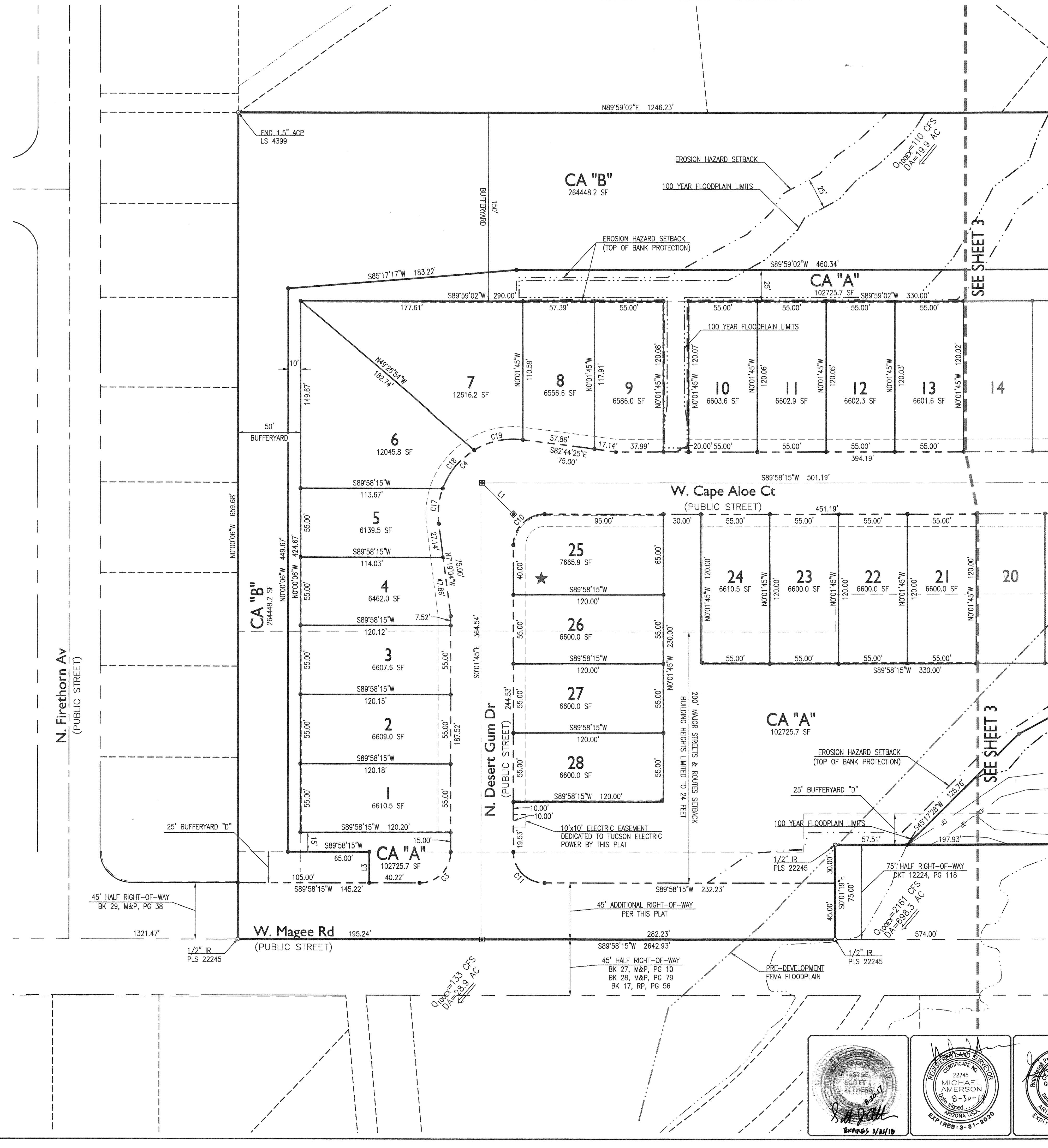
P17FP0002

Scale:
Contour Interval:

FP01

Sheet No.

I
of 5



REF: P15RZ0004; P16TP0007; P17SC0001	
Final Plat for Magee 17	
Lots 1 - 35, Common Area "A" (Functional Open Space, Riparian Mitigation, Drainage, Public Utilities, Access & Maintenance) & Common Area "B" (Natural Open Space)	
Being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 30, T12S, R13E, G&SRM, Pima County, Arizona	
EPS Project No. 14-341.8	
EPS GROUP	Scale: Contour Interval: FP02 Sheet No. 2 of 5
8710 N. Thornydale Rd, Suite 140 Tucson, AZ 85742	
T:520.408.1400 F:520.408.1403 www.epsgroupinc.com	
Date: 08/30/17	

