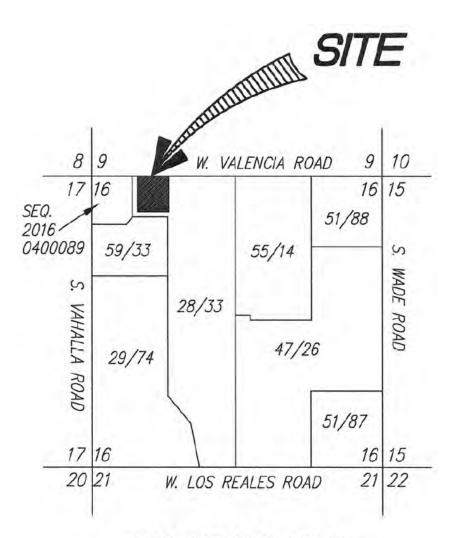


BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: September 19, 2017

Title:	Final Plat (P17FP00007) Diab Common Area "B" Recreation	lo Village Esta & Public Utili	ates Townhouses Lots	s 1 to 53, Com m on	area "A" (Private Streets),
44		a Funic Offi	1165)		
Intro	duction/Background:				
Final	Plat process to create a legally	subdivided pr	operty.		
Discu	ussion:				
N/A					
Conc	lusion:				
N /A					
Reco	mmendation:				
Staff r	ecommends approval.				
Fisca	I Impact:				
N/A					
Board	d of Supervisor District:				
□ 1	□ 2	⊠ 3	4	□ 5	□ AII
Depa	rtment: Development Service	es	Tele	ephone: 724-6 4 90)
	rtment Director Signature/Da	1	ula of Blac	kwell	8/29/17
Depu	ty County Administrator Sign	ature/Date.	8-6		8/30/17
Coun	by Administrator Signature/D	ate:	2 Duly	Haus	0125/17



LOCATION MAP

LOCATED IN THE NW QUARTER, SECTION 16, T 15 S, R 12 E, G&SRM, PIMA COUNTY, ARIZONA

Final Plat

(P17FP00007)

Diablo Village Estates Townhouses Lots 1 to 53 Common area "A" (Private Streets),

Common Area "B" Recreation & Public Utilities)

ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P17FP00007

THIS AGREEMENT is made and entered into by and between <u>RPC DPB Holdings, LLC, an Arizona limited liability company</u> or successors in interest ("Subdivider"), <u>Title Security Agency, LLC, an Delaware limited liability company</u> ("Trustee"), as trustee under Trust No. <u>201666-S</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. Proper									
subdiv	ision plat ("th	e Subdivisio	n Plat")	identified	as DIA	BLO VILLA	GE ES	TATES TO	WNHOU	<u>ISES</u>
LOTS	1 TO 53, (COMMON	AREA	"A" (PR)	VATE	STREETS)	AND	COMMON	<u>AREA</u>	"B"
(RECR	EATION &	PUBLIC U	TILITIE	S) record	ed in S	equence nui	nber		Taring to the second	
on the	da	ay of		, 201	7, in the	e Office of the	e Pima	County Rec	order.	

- 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 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.

	greement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER:RPC DPB Holeings, LLC, an Arizona limited liability company
	R.B. Price, Trustee of he RB Price & Company
Chair, Board of Supervisors	Defined Benefit Plan FBO Rick Price, as manager
	THE NAME OF THE PARTY OF THE PA
	By:
ATTEST:	lts: Trustee
ATTEST.	
	TRUSTEE:Title Security Agency, LLC, an
	Delaware limited liability company as Trustee under Trust No. 201666-S, and not in its
Clerk of the Board	corporate capacity
	Numarill.
	Diane L. Sloane
	Its: _Trust Officer
STATE OF ARIZONA) County of Pima)	
Price as Trustee r of	any Defined Benefit Plan Manager of RPC DPB mpany ("Subdivider"),
My Commission Expires:	NOTARY PUBLIC Notary Public STATE OF ARIZONA Pima County NIKKI ARAIZA
STATE OF ARIZONA)	y Commission Expires October 6, 2019
County of Pima)	
The foregoing instrument was acknowledge <u>Diane L. Sloane</u> , as <u>Trust Offcer</u> of <u>Title Security Agency, LLC</u> , (" Trust ee"), a Delaware limited liability company, on beh <u>201666-S</u> .	alf of the company, as trustee under trust number
P1	Gulblian -
My Commission Expires: 10 6 19 My Commission	NOTARY PUBLIC STATE OF ARIZONA Pima County NIKKI ARAIZA asion Expires October 6, 2019

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 GRANT TO PIMA COUNTY AND ALL 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.

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 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 THE SUBDIVISION.

TITLE SECURITY AGENCY, LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE ONLY, UNDER TRUST No. 201666-S, AND NOT IN ITS CORPORATE CAPACITY.

PURSUANT TO SECTION 33-404, ARIZONA REVISED STATUTES, THE NAME AND ADDRESS OF THE BENEFICIARY OF SAID TRUST, AS DISCLOSED IN SEQUENCE NUMBER 20170690375 PIMA COUNTY RECORDS, IS AS FOLLOWS:

ACKNOWLEDGEMENT

STATE OF ARIZONA) COUNTY OF PIMA

ON THIS 23th DAY OF OLUMNA PERSONALLY APPEARED DIALE L STOAMS WHO ACKNOWLEDGED (HIMSELF/HERSELF) TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY INC., AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE

MY COMMISSION EXPIRES: RBI 20



ASSURANCE

THEREIN.

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST No. 201666-S FROM TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN SEQUENCE NO.____ COUNTY RECORDS, 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

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.

WARREN D. THOMPSON REGISTERED LAND SURVEYOR R.L.S. NUMBER 16908

CERTIFICATION OF ENGINEERING

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

WARREN D. THOMPSON REGISTERED PROFESSIONAL ENGINEER P.E. NUMBER 14854

14854 WARREN D.

DATE

16908

WARREN D.

PERMITTING NOTES

- PRIOR TO ISSUANCE OF THE FINAL RELEASE OF ASSURANCES, AN AS-BUILT CERTIFICATION OF THE BANK PROTECTION IN THE ADJACENT DRAINAGEWAY SHALL BE PREPARED AND SUBMITTED TO THE FLOODPLAIN ADMINISTRATOR. UPON APPROVAL OF THE AS-BUILT PLAN BY THE FLOODPLAIN ADMINISTRATOR, THE HOLD TO ISSUANCE OF FINAL RELEASE OF ASSURANCES CAN BE REMOVED.
- ON JANUARY 17, 2017 THE PIMA COUNTY BOARD OF ADJUSTMENT, DISTRICT 3 HEARD AND APPROVED THE FOLLOWING: P16VA00045 RES-AZ DVL LLC - WEST VALENCIA ROAD. RES-AZ DVL LLC ON PROPERTY LOCATED AT 7601 WEST VALENCIA IN THE TR ZONE REQUEST THE FOLLOWING VARIANCES:
 - 1. TO REDUCE THE MINIMUM LOT SIZE FOR PROPOSED SINGLE FAMILY DETACHED DWELLINGS TO 3,000 SQUARE FEET. SECTION 18.31.030A1 OF THE PIMA COUNTY ZONING CODE REQUIRES A MINIMUM LOT SIZE OF 4.500 SQUARE FEET.
 - 2. TO REDUCE THE MINIMUM FRONT YARD SETBACK FOR PROPOSED FAMILY DETACHED DWELLINGS TO 10 FEET; SECTION 18.31.030D1a OF THE PIMA COUNTY ZONING CODE REQUIRES A 20 FOOT MINIMUM FRONT YARD SETBACK.

ATTEST

STATE OF ARIZONA Pima County

JOYCE M. RODDA

dy Commission Expires December 31, 2020

I. JULIE CASTAÑEDA, 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 _____, 2017.

CLERK. BOARD OF SUPERVISORS

Sequence
Fee
State of Arizona
County of Pima
I hereby certify that the instrument was filed for record at the request
OfSTANTEC CONSULTING SERVICES INC
Date
Time
Witness my hand and Official Seal day and year above written.
F. ANN RODRIGUEZ, County Recorder
BY Deputy

GENERAL NOTES

- 1. THE GROSS AREA OF THE SUBDIVISION IS: 5.950 ACRES.
- 2. THE TOTAL NUMBER OF LOTS IS 53.
- 3. THE TOTAL MILES OF NEW PRIVATE STREETS IS 0.37.
- BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 15 SOUTH. RANGE 12 EAST, G.&S.R.M. BETWEEN A FOUND 3" BCSM AT THE NORTHWEST CORNER AND A FOUND 1/2" REBAR AT THE NORTH 1/4 CORNER THEREOF. SAID BEARING BEING NORTH 89°26'35" EAST. AS SHOWN HEREON.
- 5. THE DEVELOPER WILL PAVE ALL PRIVATE ROADS SHOWN ON THIS PLAT, BUT NOT NECESSARILY TO PIMA COUNTY STANDARDS.
- 6. IF, IN THE OPINION OF THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION VIOLATION OF THE ONE-FOOT NO ACCESS EASEMENTS IS CREATING HAZARDOUS CONDITIONS, THE PROPERTY OWNER SHALL INSTALL PHYSICAL BARRIERS OR MODIFY EXISTING PHYSICAL BARRIERS IN ORDER TO RESTRICT ACCESS TO DESIGNATED POINTS OF INGRESS/EGRESS.
- 7. ANY UTILITIES THAT MAY HAVE TO BE RELOCATED AS A RESULT OF THIS DEVELOPMENT WILL BE DONE SO AT NO EXPENSE TO PIMA COUNTY.
- NO FURTHER SUBDIVIDING WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE PIMA COUNTY BOARD OF SUPERVISORS.
- EXISTING ZONING IS TR.
- 10. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS.
- 11. THIS SUBDIVISION LIES WITHIN METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT (MDWID) WHICH IS CERTIFIED TO PROVIDE WATER TO THIS PROJECT AND IS DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY IN THE METRO-SOUTHWEST/DIABLO VILLAGE AREA.
- 12. 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 FINISHED GRADE OF THE ROADWAY SURFACE.

W. VALENCIA ROAD 9 10 8 9 17 16 16 15 51/88 2016 0400089 59/33 55/14 28/33 47/26 29/74 51/87 17 16 20 21 21 22 W. LOS REALES ROAD

LOCATION MAP

LOCATED IN THE NW QUARTER, SECTION 16, T 15 S. R 12 E. G&SRM. PIMA COUNTY, ARIZONA

SHEET INDEX

COVER SHEET

SUBDIVISION DETAILS

LEGEND

BOUNDARY LINE RIGHT-OF-WAY LINE PROPERTY LINE STREET CENTERLINE AND SURVEY MONUMENT PER PC/COT S.D.# 103 TO BE SET BY A REGISTERED LAND SURVEYOR EASEMENT AND BUFFERYARD LINES _______ SETBACK LINE SECTION LINE ADJACENT PROPERTY LINE

INDICATES FOUND AND HELD SURVEY MONUMENT, AS NOTED HEREON. INDICATES FOUND SURVEY MONUMENT, AS NOTED HEREON INDICATES 1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR

AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE. INDICATES RECORD DIMENSIONS PER BK.32 MAPS & PLATS, PG.96

CURVE NO. (SEE TABLE ON SHEET 2) LINE NO. (SEE TABLE ON SHEET 2)

LOT NUMBER COMMON AREA

FRONT OF LOT (FOR ADDRESSING PURPOSES AND LOT ACCESS)

SITE VISIBILITY TRIANGLE (SEE DETAILS ON SHEET 2) NEAR SIDE SIGHT VISIBILITY TRIANGLE NSVT

FAR SIDE SIGHT VISIBILITY TRIANGLE **FSVT** 1' NO ACCESS EASEMENT PER BOOK 32, MAPS & PLATS, PAGE 96

10' PUBLIC UTILITY EASEMENT BY THIS PLAT

1' NO ACCESS EASEMENT BY THIS PLAT

4' PUBLIC SIDEWALK EASEMENT BY THIS PLAT

CASE REFERENCES:

CO 12-79-140

PV16VA00045

COUNTY RECORDS; LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, T-15-S, R-12-E, G&SRM, PIMA COUNTY, ARIZONA

A RESUBDIVISION OF DIABLO VILLAGE ESTATES TOWNHOUSES, LOTS 1 THRU 59

COMMON AREAS A & B. AS RECORDED IN BOOK 32, MAPS & PLATS, PAGE 96, PIMA

AMENDED FINAL PLAT FOR

Diablo Village Estates Townhouses

LOTS 1 TO 53, COMMON AREA "A" (PRIVATE STREETS)

AND COMMON AREA "B" (RECREATION & PUBLIC UTILITIES)

P17FP00007

AUGUST 2017

Sheet 1 of 2

Stantec

Stantec Consulting Services Inc. 5151 E. Broadway Blvd., Ste. 400 Tucson, AZ 85711-3712 Tel. 520.750.7474 Fax. 520.750.7470 www.stantec.com

PROJECT No. 180101499

ORIGINAL SHEET - ARCH D

