

BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: November 07, 2017

Title: Fina Pub	I Plat (P17FP00005 lic Utilities) & Comm) Hardy Preserve ion Area "B" (N.C	Lots 1 - 55, Comm D.S. & Riparian Hab	ion Areas "A"(Di itat)	rainage, Landscap e and	
Introducti	on/Background:					
Final Plat p	rocess to create a leg	ally subdivided pro	perty.			
Discussio	n:					
N/A						
Conclusio	on:					
N/A						
Recomme	endation:	27				
Staff recom	Staff recommends approval.					
Fiscal Imp	Fiscal Impact:					
N/A						
Board of S	Supervisor District					
⊠ 1	□ 2	□ 3	□ 4	□ 5	□ All	
Department: Development Services Telephone: 724-6490						
Contact:	Mary Wright		Tele	ephone: 724-649	98	
Departmer	nt Director Signature	e/Date: (au	lad Black	inell	Oct. 13, 2017	
Deputy County Administrator Signature/Date:						
County Administrator Signature/Date: County Administrator Signature/Date: County Administrator Signature County Administrator						



LOCATION MAP

A PORTION OF SECTION 20 T12S R13E G&SRBM TOWN OF MARANA, PIMA COUNTY, ARIZONA SCALE: 3"=1 MILE

Final Plat

P17FP00005

Hardy Preserve

Lots 1-55

Common Areas "A & B"

ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P17FP00005

THIS AGREEMENT is made and entered into by and between <u>KB HOME Tucson Inc.</u>, an <u>Arizona corporation</u> or successors in interest ("Subdivider"), <u>Title Security Agency, LLC</u>, a Delaware limited liability company ("Trustee"), as trustee under Trust No. <u>201665-T</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 HARDY PRESERVE, Lots 1-55 and Common Areas "A" (Drainage, Landscape and Public Utilities) "B" (N.O.S. & Riparian Habitat) 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 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.

2.17. Effective Date. This Agreemed 2017, which is the date of approval of this	agreement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: KB HOME Tucson Inc., an Arizona corporation
Chair, Board of Supervisors	By: MANAS Amy McReynolds/
	Its: President
ATTEST:	
	TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201665-T, and not in its corporate capacity
Clerk of the Board	
	By: Diane L. Sloane
	Its: Trust Officer
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowled 2017, by Amy McRey KB HOME Tucson, Inc. ("Subdivider"), an Arizona corporation, on behalf of the co	ynolds, President of
My Commission Expires:	NOTARY PUBLIC STATE OF ARIZONA Pima County RACHEL L. TURNIPSEED
STATE OF ARIZONA) County of Pima)	My Commission Expires July 02, 2020
20 <u>17</u> , by <u>Diane L. Sloane Trust Officer</u> of <u>Title Security Agency, LLC</u> (" Trustee "),	ged before me this day of, whalf of the company, as trustee only under trust number
My Commission Expires: 7-2-2020 My Comm	NOTARY PUBLIC STATE OF ARIZONA Pima County RACHEL L. TURNIPSEED hission Expires July 02, 2020

GENERAL NOTES

- 1. THE GROSS AREA IS 19.97 ACRES.
- 2 THE TOTAL NUMBER OF LOTS IS 55.
- 3. THIS SUBDIVISION LIES WITHIN THE METRO WATER DISTRICT WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- 4. THE BASIS OF BEARING: N 00°15'34" E FOR THE CENTERLINE OF SKY DANCER DRIVE AS EVIDENCED BY THE EXISTING CENTERLINE MONUMENTS STAMPED LS 19316 LYING ADJACENT TO LOTS 1-9 OF HARDYDALE II, RECORDED AS BOOK 47 OF MAPS AND PLATS AT PAGE 29, RECORDS OF PIMA COUNTY, ARIZONA.
- 5. THE BASIS OF ELEVATION: PIMA COUNTY & CITY OF TUCSON DEPARTMENT OF TRANSPORTATION GEODETIC CONTROL POINT "N23", A 2" BRASS CAPPED SURVEY MONUMENT STAMPED "LS 4785 LOCATED AT THE INTERSECTION OF LINDA VISTA BOULEVARD AND BALD EAGLE AVENUE, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, PINA COUNTY, ARIZONA. THE PUBLISHED ELEVATION IS 2,330.61 FEET ABOVE MEAN SEA LEVEL, NORTH AMERICAN VERTICAL DATUM ON 1988.

FINAL PLAT FOR HARDY PRESERVE

LOTS 1-55

COMMON AREA "A" (DRAINAGE, LANDSCAPE AND PUBLIC UTILITIES) COMMON AREA "B" (N.O.S. & RIPARIAN HABITAT)

ADMINISTRATION ADDRESS: 3680 W HARDY ROAD

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-5 SMALL LOT OPTION.
- GROSS DENSITY IS 5.30 RAC
- THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER P16RZ00005 APPROVED ON SEPTEMBER 6, 2016. THE FOLLOWING AFFECTS THE ISSUANCE OF

LOTS 5-10 AND 19-23 ARE RESTRICTED TO ONE STORY.

- 5. THE AVERAGE AREA PER DWELLING UNIT IS 15,816 SQ. FT.
- CARPORTS/GARAGES SHALL BE SET BACK A MINIMUM OF 20 FEET FROM THE RIGHT-OF-WAY LINE.
- 7. A RIGHT-OF-WAY USE PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY AND
- 8. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ONSITE: 2.74 ACRES.
- THIS PARCEL IS NOT SUBJECT TO A RIPARIAN HABITAT MITIGATION PLAN

PERMITTING NOTES CONTINUED ON SHEET 4

DEDICATION

WE. THE UNDERSIGNED, HEREBY WARRANT THAT WE AR THE OWNERS AND THE ONLY PARTIES HAVING INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON

WE. HEREBY GRANT TO THE PUBLIC. PIMA COUNTY AND ALL UTILITY COMPANIES ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN HEREON FOR THE PURPOSES OF ACCESS INSTALLATION AND MAINTENANCE OF 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 OWNERES OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO THE PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVE GROUND UTILITIES.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) __IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS RECORDED IN SEQUENCE ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS (DRAINAGE, LANDSCAPE, PUBLIC UTILITIES, N.O.S. AND RIPARIAN HABITAT), WITHIN THIS SUBDIVISION.

MAINTENANCE OF DRAINAGEWAYS AND DETENTION/RETENTION BASINS ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF ON-LOT WATER HARVESTING BASINS IS THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNERS WITH OVER SITE BY THE HOME OWNERS ASSOCIATION. MAINTENANCE OF THESE AREAS IS PER THE GUIDELINES IN THE CC&R'S.

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS AND 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 REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201665-T ONLY AND NOT OTHERWISE.

Dun Work

MACHENIX

EXPIRES 09/30/18

EXPIRES JUNE 30, 2019

BENEFICIARY

KB HOME TUCSON, INC. 201 N BONITA AVE STE #105 TUCSON, AZ 85745

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 LOCATIONS SIZE AND MATERIAL ARE CORRECTLY SHOWN.

MARK MACHEN, R.L.S. REGISTERED LAND SURVEYOR NO. 22245 STATE OF ARIZONA

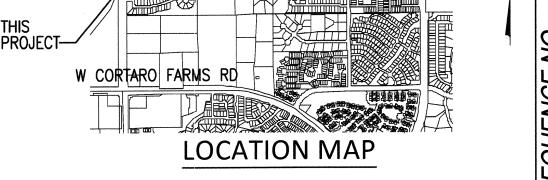
CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE ENGINEERING WORK EFFORT, INCLUDING GEOMETRIC DESIGN, REGULATORY FLOOD LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

DEREK M. ROBERTS. PE ALLIANCE ENGINEERING, PC REGISTERED PROFESSIONAL ENGINEER NO. 41010 STATE OF ARIZONA



3680 W HARDY ROAD



A PORTION OF SECTION 20 T12S R13E G&SRBM TOWN OF MARANA, PIMA COUNTY, ARIZONA SCALE: 3"=1 MILE

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 201665-T FROM TITLE SECURITY AGENCY, LLC. AS RECORDED IN SEQUENCE 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

ACKNOWLEDGMENT

APPEARED DIAME L STORME, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF TITLE INSURANCE AGENCY, LLC AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 201665-T. AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHEE, AS THE TRUST OFFICIAL. BEING AUTHORIZED TO DO SO. EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

IN WITNESS WHEREOF. I HERE UNTO SET MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: 7-2-2020

ATTEST

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

CLERK, BOARD OF SUPERVISORS

SHEET INDEX

SHT NO. DESCRIPTION

COVER SHEET

FINAL PLAT

FINAL PLAT

FINAL PLAT

TRAIL

P16TP00008

P16RZ00005

REF:

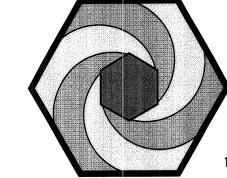
P17FP00005

FINAL PLAT FOR HARDY PRESERVE LOTS 1-55

COMMON AREA "A" (DRAINAGE, LANDSCAPE AND PUBLIC UTILITIES) **COMMON AREA "B" (N.O.S & RIPARIAN HABITAT)**

> BEING A PORTION OF SECTION 20 TOWNSHIP 12 SOUTH RANGE 13 EAST GILA AND SALT RIVER BASE AND MERIDIAN

> > **COVER**



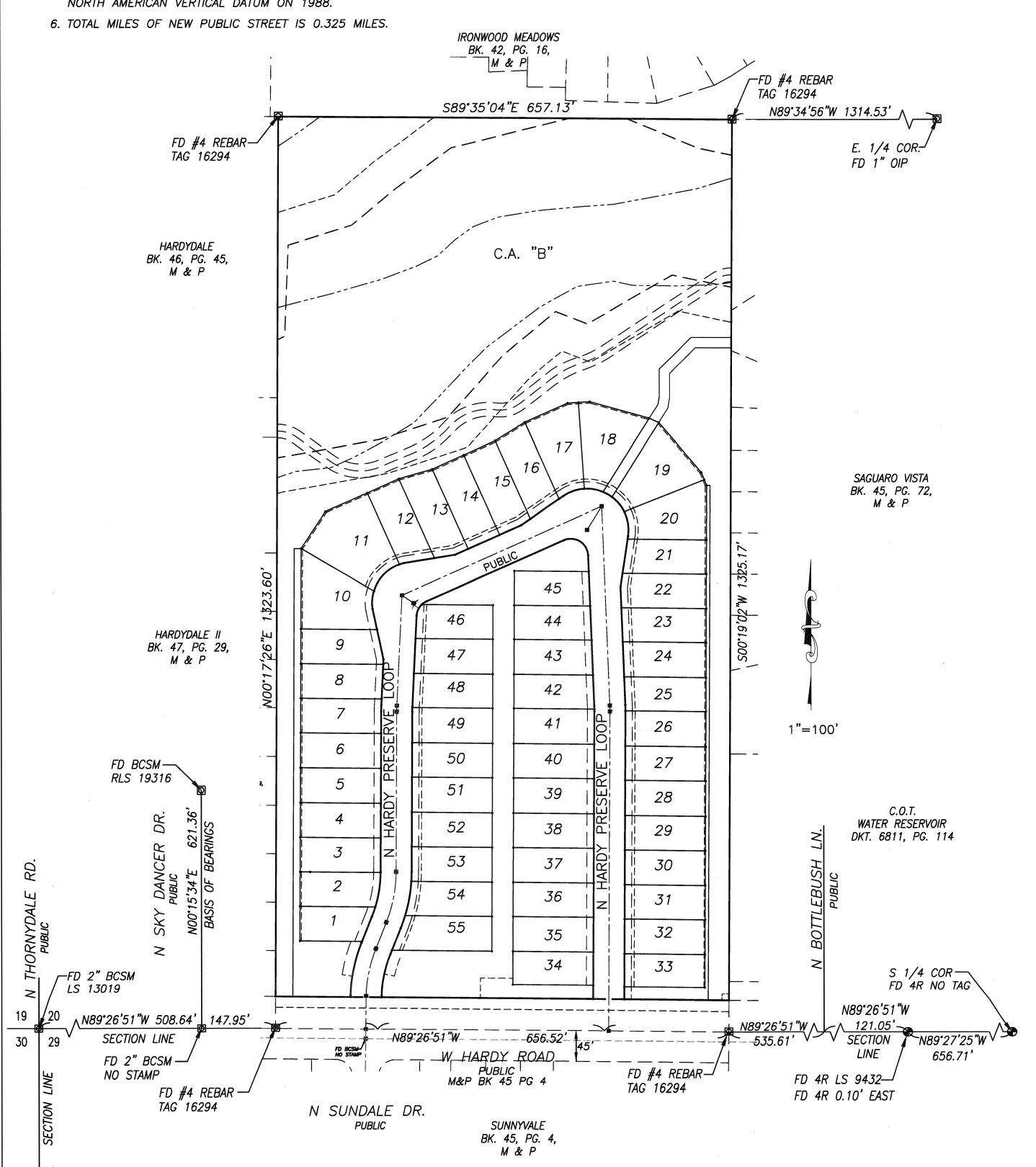
ALLIANCE

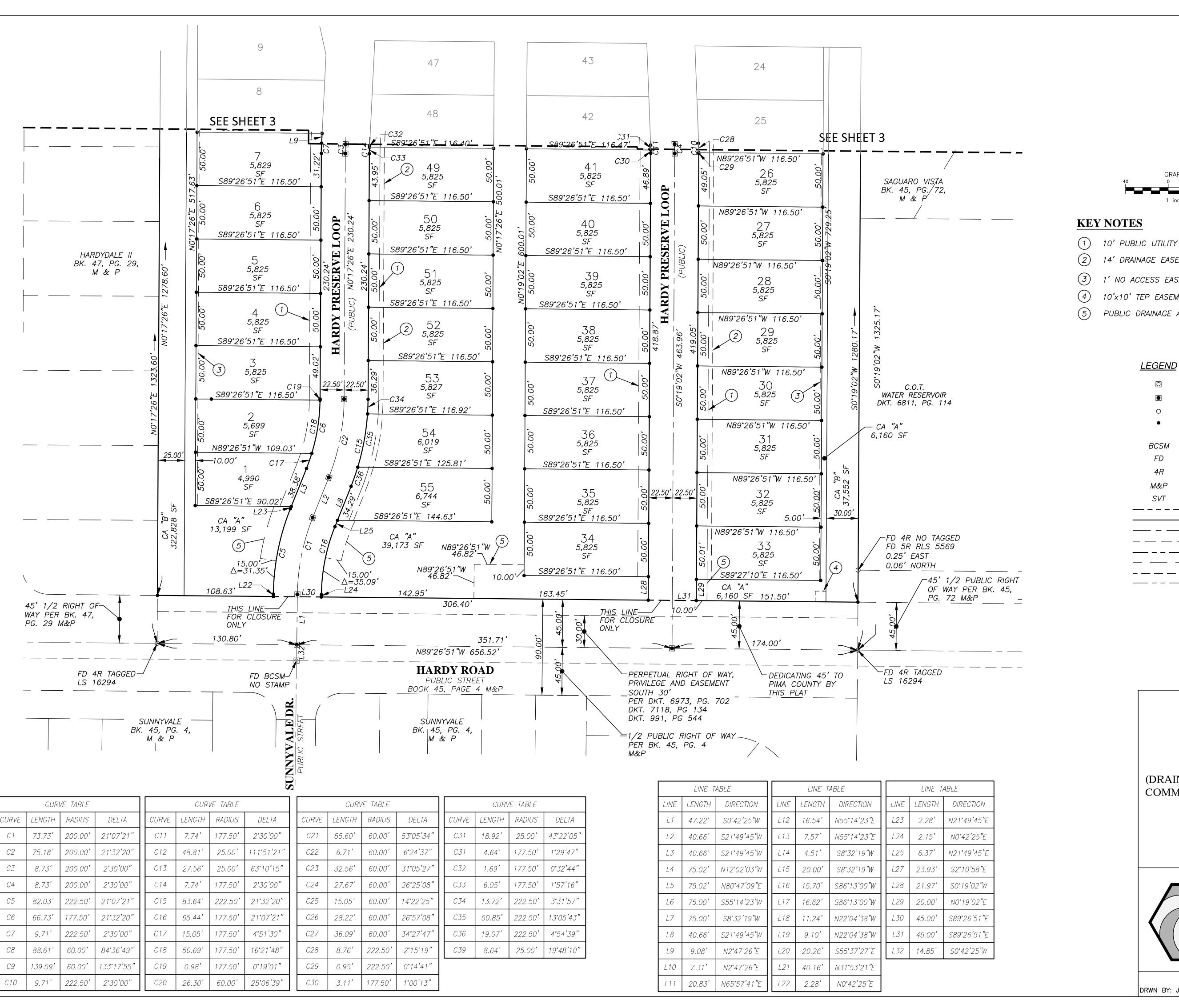
ENGINEERING, PC

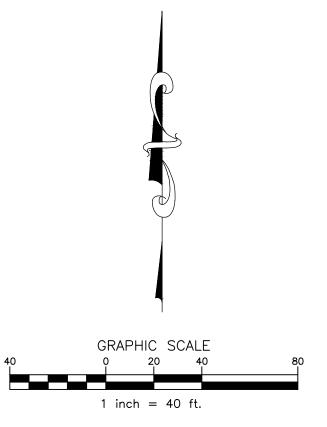
CIVIL ENGINEERING 1440 W CANYON SHADOWS LN ORO VALLEY AZ 85737 PH: (520) 975-7992 www.allengus.com

CHK BY: DMR PROJ: 15-132

SHEET 1 OF 5







- 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.
- 14' DRAINAGE EASEMENT GRANTED BY THIS PLAT.
- 1' NO ACCESS EASEMENT GRANTED BY THIS PLAT
- 10'x10' TEP EASEMENT GRANTED BY THIS PLAT
- PUBLIC DRAINAGE ACCESS EASEMENT GRANTED BY THIS PLAT

EXISTING BCSM PROPOSED BCSM FOUND POINT AS NOTED SET 4R TAGGED BY A REGISTER SURVEYOR BRASS CAP SURVEY MONUMENT FOUND #4 REBAR MAPS & PLATS SIGHT VISIBILITY TRIANGLE EXISTING RIGHT OF WAY BOUNDARY LINE EASEMENT LINE AS NOTED SECTION LINE REGULATORY FLOOD LIMITS EROSION HAZARD SETBACK XERORIPARIAN "C"



EXPIRES JUNE 30, 2019

FINAL PLAT FOR

HARDY PRESERVE

LOTS 1-55

COMMON AREA "A"

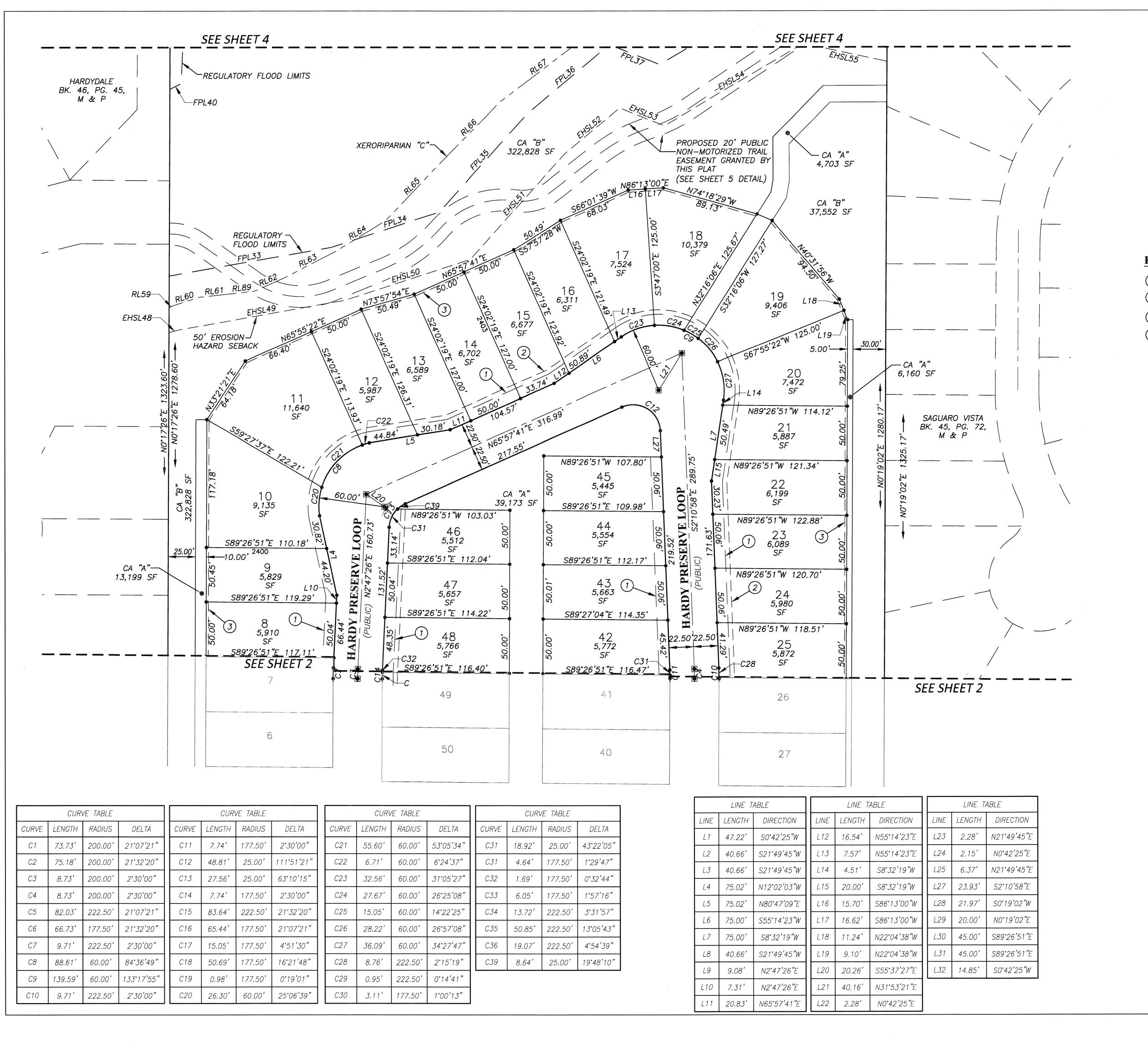
(DRAINAGE, LANDSCAPE AND PUBLIC UTILITIES) COMMON AREA "B" (N.O.S & RIPARIAN HABITAT)

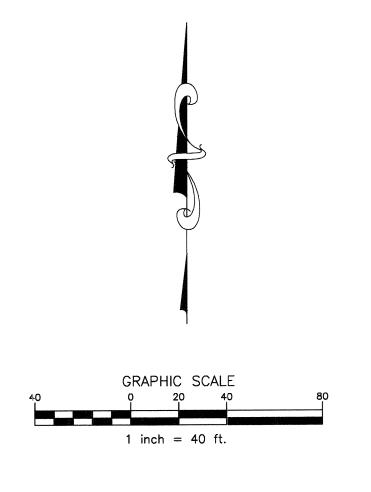
> BEING A PORTION OF SECTION 20 TOWNSHIP 12 SOUTH RANGE 13 EAST GILA AND SALT RIVER BASE AND MERIDIAN

> > SITE



CHK BY: DMR PROJ: 15-132 SHEET 2 OF 5





KEY NOTES

- 1) 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.
- 2) 14' DRAINAGE EASEMENT GRANTED BY THIS PLAT.
- 3) 1' NO ACCESS EASEMENT GRANTED BY THIS PLAT
- 10'x10' TEP EASEMENT GRANTED BY THIS PLAT

<u>LEGEND</u>

	PROPOSED BCSM
	THOTOSED DOSM
0	FOUND POINT AS NOTED
•	SET 4R TAGGED BY A REGISTER SURVEYOR
BCSM	BRASS CAP SURVEY MONUMEN
FD	FOUND
4R	#4 REBAR
M&P	MAPS & PLATS
SVT	SIGHT VISIBILITY TRIANGLE
	EXISTING RIGHT OF WAY
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE AS NOTED
	SECTION LINE
	REGULATORY FLOOD LIMITS
	EROSION HAZARD SETBACK
	XERORIPARIAN "C"

EXISTING BCSM





FINAL PLAT

FOR

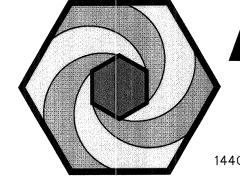
HARDY PRESERVE

LOTS 1-55

COMMON AREA "A"
(DRAINAGE, LANDSCAPE AND PUBLIC UTILITIES)
COMMON AREA "B" (N.O.S & RIPARIAN HABITAT)

BEING A PORTION OF SECTION 20 TOWNSHIP 12 SOUTH RANGE 13 EAST GILA AND SALT RIVER BASE AND MERIDIAN

SITE



ALLIANCE

ENGINEERING, PC

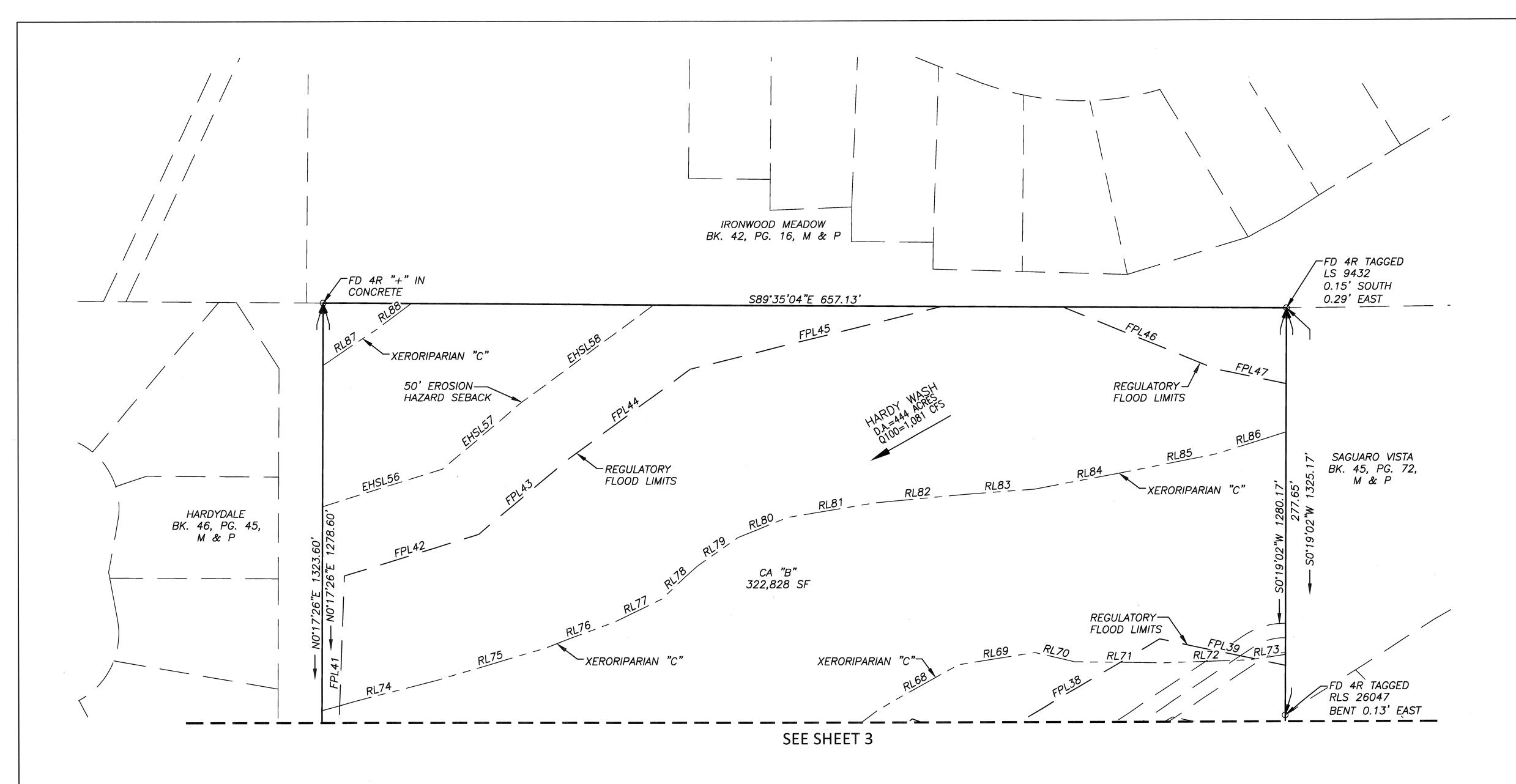
CIVIL ENGINEERING

1440 W CANYON SHADOWS LN ORO VALLEY AZ 85737
PH: (520) 975-7992 www.allengus.com

ADWAL DV. ILIW

CHK BY: DMR PROJ: 15-132

SHEET 3 OF 5



FLOOD PLAIN LINE TABLE		
LINE	LENGTH	DIRECTION
FPL33	150.59'	S79°57'50"W
FPL34	104.32'	S71°57'46"W
FPL35	120.26'	S41°57'39"W
FPL36	98.53'	S50°14'58"W
FPL37	49.55	N68°28'45"W
FPL38	142.29	S59°41'21"W
FPL39	87.60'	N78°03'00"W
FPL40	11.70'	N63°25'40"E
FPL41	132.93'	N2°15'36"E
FPL42	96.11'	N72°40'18"E
FPL43	79.26'	N49°55'48"E
FPL44	104.26'	N53°37'50"E
FPL45	176.61'	N76°10'16"E
FPL46	112.08'	S67°48'19"E
FPL47	49.59	S78°03'00"E

EROSION	HAZARD SETE	BACK LINE TABLE
LINE	LENGTH	DIRECTION
EHSL48	10.44°	S75*37'52*W
EHSL49	152.94'	S79'57'50"W
EHSL50	121.22'	S71°57′46″W
EHSL51	130.04°	S41°57'39"W
EHSL52	65.29'	S50°14′58″W
EHSL53	44.23'	N68°28'45"W
EHSL54	147.26'	S59°41'21"W
EHSL55	78.57'	N78°03'00"W
EHSL56	85.91'	N72°40'18"E
EHSL57	70.82'	N49°55'48"E
EHSL58	111.58'	N53°37°50″E

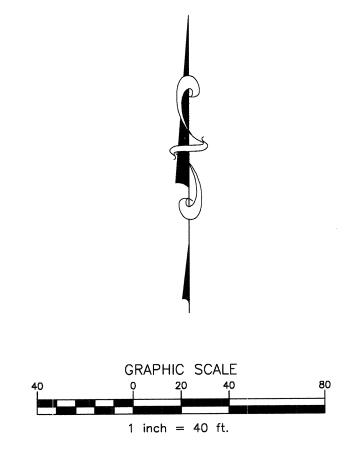
XER	ORIPARIAN	LINE TABLE
LINE	LENGTH	DIRECTION
RL59	3.81'	S63°27'21"W
RL60	25.15	S71°34'50"W
RL61	28.81'	S83°39'56"W
RL62	31.33'	S66°03'24"W
RL63	50.16	S62°38′37"W
RL64	54.97'	S58°37'58"W
RL65	79.19'	S43°41'09"W
RL66	70.81'	S44°30'35"W
RL67	97.26'	S52°56'33"W
RL68	63.01'	S60°53'16"W
RL69	52.97'	S81°11'15"W
RL70	27.80'	N76°52'39"W
RL71	60.47'	N89°08'44"W
RL72	58.69'	S88°14'21"W
<i>RL73</i>	24.86'	S81°52'38"W

XER	ORIPARIAN	LINE TABLE
LINE	LENGTH	DIRECTION
RL74	82.00'	N75°28'41"E
RL75	76.24	N73°30'35"E
RL76	51.12'	N69°20'34 " E
RL77	35.11'	N64°06'50"E
RL78	33.19'	N47°13'43"E
RL79	34.30'	N54°39'43"E
RL80	36.87	N68°28'36"E
RL81	59.49'	N80°24'12"E
RL82	59.81'	N84°48'37"E
RL83	49.77'	N85°50'39"E
RL84	78.06'	N79°20'57"E
RL85	46.90'	N78°54'58"E
RL86	51.20'	N72°51'10"E
RL87	42.97'	N56°20'02"E
RL88	30.31	N53°29'46"E

PERMITTING NOTES CONTINUED

- 10. NATURAL RESOURCES, PARKS AND RECREATION IN—LIEU FEE OF \$109,560 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 41ST LOT.
- 11. SCHEMATIC LOCATION OF THE MICRO BASIN IS TO BE NOTED ON INDIVIDUAL PLOT PLANS SUBMITTED TO PIMA COUNTY.
- 12. HOUSE SHALL NOT ENCROACH INTO THE DRAINAGE EASEMENT.
- 13. SIDEWALK IS ALLOWED IN THE DRAINAGE EASEMENT FOR THE MODELS WITH LIVING SPACE FORWARD OF THE GARAGE.
- 14. CONSTRUCTION OF THE INDIVIDUAL MICRO BASIN SHALL MAXIMIZE THE AREA NOTED ON THE INDIVIDUAL PLOT PLAN AS PRACTICABLE WITH THE FOLLOWING CONDITIONS:
 - A. SETBACK TO TOP OF ALL MICRO BASINS SHALL BE AS FOLLOWS:
 - 1' FROM SIDEWALK
 - 1' FROM DRIVEWAY
 - 1' FROM PROPERTY LINE
- B. MAXIMUM MICROBASIN SIDESLOPE SHALL BE 3:1.

 C. INLET FROM SIDEYARD SHALL BE PROTECTED BY 4" ROCK
- D MICRO BASINS SHALL EMPLOYEE CLEANED ROCK EREE OF FINE
- D. MICRO BASINS SHALL EMPLOYEE CLEANED ROCK FREE OF FINES.
- E. MAXIMUM PONDING DEPTH SHALL BE 9" BELOW OUTLET AT SIDEWALK.
 F. OUTLETS WILL BE TO THE LOW SIDE OF THE LOT AT SIDEWALK ELEVATION.



KEY NOTES

- (1) 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.
- (2) 14' DRAINAGE EASEMENT GRANTED BY THIS PLAT.
- 3) 1' NO ACCESS EASEMENT GRANTED BY THIS PLAT
- (4) 10'x10' TEP EASEMENT GRANTED BY THIS PLAT

<u>LEGEND</u>

O	EXISTING BCSM
	PROPOSED BCSM
0	FOUND POINT AS NOTED
•	SET 4R TAGGED BY A REGISTER SURVEYOR
BCSM	BRASS CAP SURVEY MONUMENT
FD	FOUND
4R	#4 REBAR
M&P	MAPS & PLATS
SVT	SIGHT VISIBILITY TRIANGLE
	EXISTING RIGHT OF WAY
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE AS NOTED
	SECTION LINE
	REGULATORY FLOOD LIMITS

FINAL PLAT
FOR
HARDY PRESERVE
LOTS 1-55

EROSION HAZARD SETBACK

XERORIPARIAN "C"

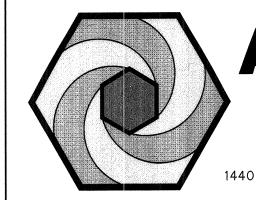
COMMON AREA "A"
(DRAINAGE, LANDSCAPE AND PUBLIC UTILITIES)
COMMON AREA "B" (N.O.S & RIPARIAN HABITAT)

BEING A PORTION OF SECTION 20 TOWNSHIP 12 SOUTH RANGE 13 EAST GILA AND SALT RIVER BASE AND MERIDIAN

SITE







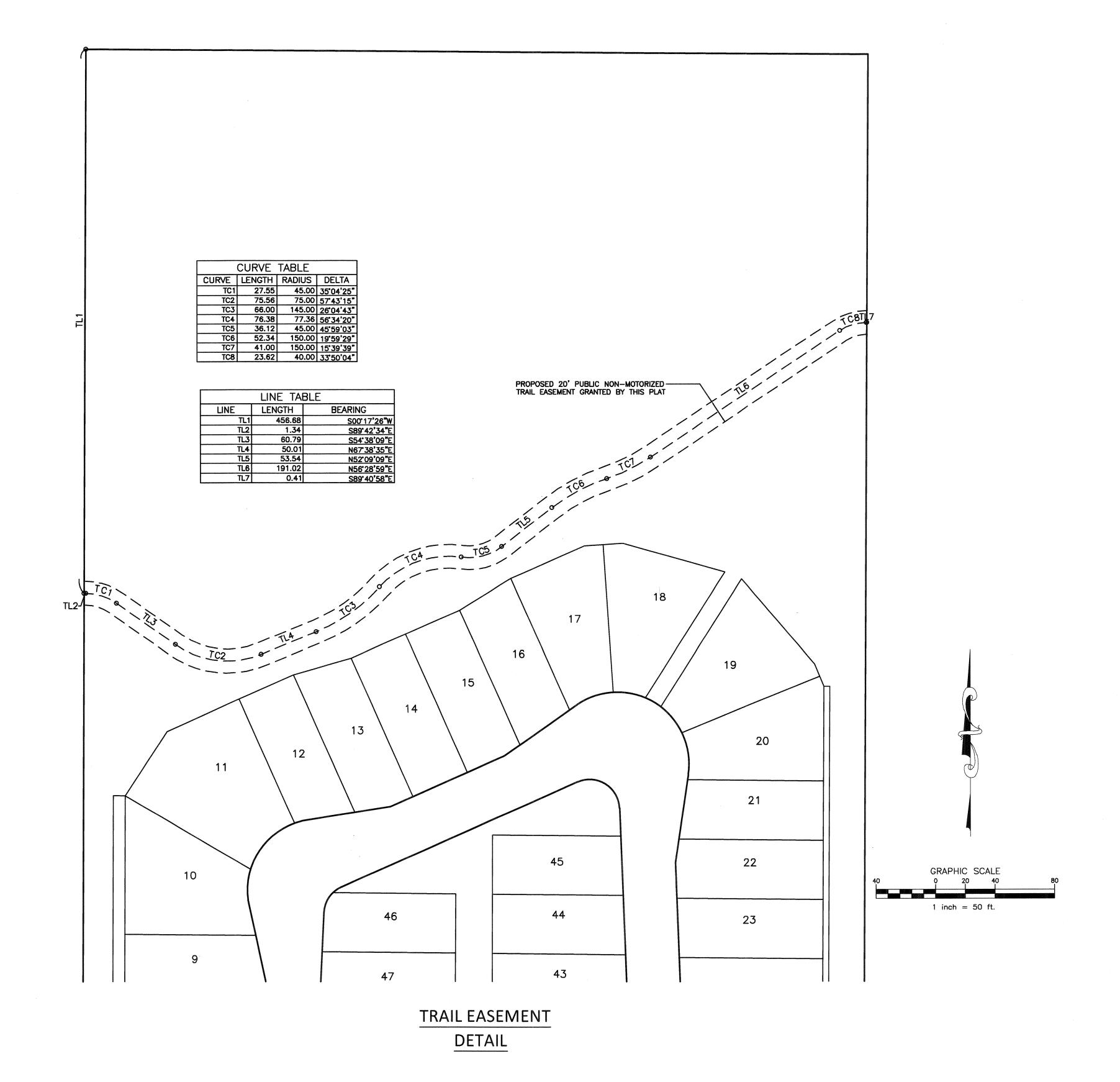
ALLIANCE ENGINEERING, PC

CIVIL ENGINEERING

1440 W CANYON SHADOWS LN ORO VALLEY AZ 85737
PH: (520) 975-7992 www.allengus.com

CHK BY: DMR PROJ: 15-132

SHEET 4 OF 5



KEY NOTES

- 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT.
- (2) 14' DRAINAGE EASEMENT GRANTED BY THIS PLAT.
 -) 1' NO ACCESS EASEMENT GRANTED BY THIS PLAT

<u>LEGEND</u>

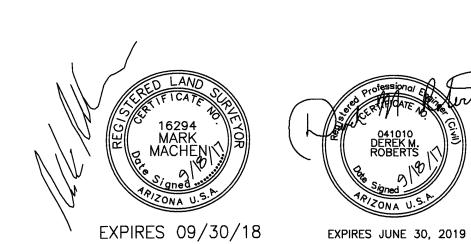
O	EXISTING BCSM
	PROPOSED BCSM
0	FOUND POINT AS NOTED
•	SET 4R TAGGED BY A REGISTER SURVEYOR
BCSM	BRASS CAP SURVEY MONUMENT
FD	FOUND
4R	#4 REBAR
M&P	MAPS & PLATS
SVT	SIGHT VISIBILITY TRIANGLE
	EXISTING RIGHT OF WAY
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE AS NOTED
Management Common Commo	SECTION LINE
	REGULATORY FLOOD LIMITS
	EROSION HAZARD SETBACK
	XERORIPARIAN "C"

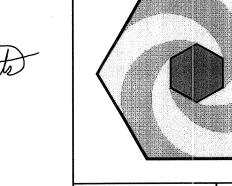
FINAL PLAT FOR HARDY PRESERVE LOTS 1-55 COMMON AREA "A"

(DRAINAGE, LANDSCAPE AND PUBLIC UTILITIES)
COMMON AREA "B" (N.O.S & RIPARIAN HABITAT)

BEING A PORTION OF SECTION 20 TOWNSHIP 12 SOUTH RANGE 13 EAST GILA AND SALT RIVER BASE AND MERIDIAN

TRAIL EASEMENT







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BY: JHW CHK BY: DMR PROJ: 15-132

SHEET 5 OF 5