



## BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: November 20, 2018

**Title:** Final Plat (P18FP00019) Mountain Vista Ridge, Lots 1-201, Block 1, 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

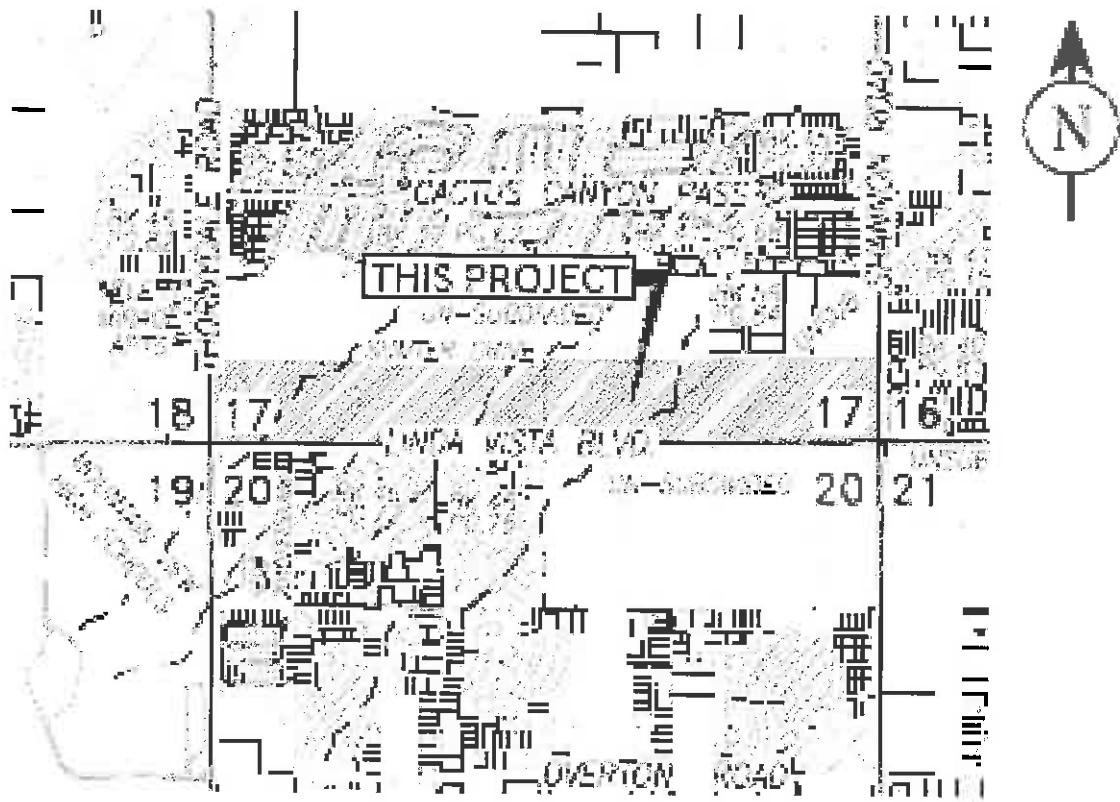
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Department: Development Services      Telephone: 724-6490

Department Director Signature/Date:  10/24/18

Deputy County Administrator Signature/Date:  10/24/18

County Administrator Signature/Date:  C. Dachell Eddy 10/24/18



A PORTION WITHIN THE SOUTH HALF OF SECTION 17,  
TOWNSHIP 12 SOUTH, RANGE 13 EAST OF  
THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MESA COUNTY, ARIZONA  
SCALE: 3" = 1 MILE

P18FP00019

Mountain Vista Ridge

Lots 1-201, Block 1, and Common Areas "A & B"

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)**  
**P18FP00019**

THIS AGREEMENT is made and entered into by and between The Wong Family Limited Partnership, an Arizona limited partnership or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201816-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 Mountain Vista Ridge Lots 1-201, Block 1, and Common Areas "A" & "B" ("A" Drainage, Landscape and Bufferyard "B" Natural Open Space) recorded in Sequence number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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. Subdivider's 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

Chairman, Board of Supervisors

SUBDIVIDER: The Wong Family Limited Partnership, an Arizona limited partnership

By: Thomas K. Wong and Lillian Q Wong, as Trustees of The Wong Revocable Trust Dated July 27, 1989, as General Partner

By: Lillian Q. Wong  
Lillian Q. Wong  
Its: Trustee \_\_\_\_\_

ATTEST:

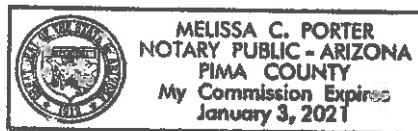
Clerk of the Board

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201816-S, and not in its corporate capacity

By: Diane L. Sloane  
Diane L. Sloane  
Its: Trust Officer \_\_\_\_\_

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of JUNE, 2018, by Lillian Q. Wong, as Trustee of the Thomas K. Wong and Lillian Q. Wong, as Trustees of The Wong Revocable Trust Dated July 27, 1989, as General Partner of The Wong Family Limited Partnership, of ("Subdivider"), an Arizona limited partnership.

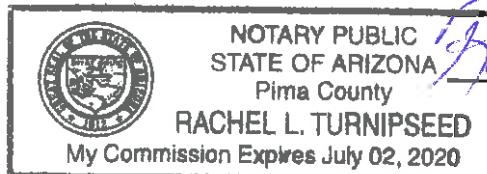


Melissa C. Porter  
Notary Public

My Commission Expires:  
01-03-2021

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of JUNE, 2018, by Diane L. Sloane, Trust Officer of Title Security Agency, LLC, ("Trustee"), a Delaware limited liability company, on behalf of the corporation, as trustee under trust number 201816-S.



Rachel L. Turnipseed  
Notary Public

My Commission Expires:  
7-2-2020

## FINAL PLAT

## MOUNTAIN VISTA RIDGE

LOTS 1 - 201, BLOCK 1, and

COMMON AREA "A" (DRAINAGE, LANDSCAPE AND BUFFERYARD)

COMMON AREA "B" (NATURAL OPEN SPACE)

ADMINISTRATIVE ADDRESS: 3620 W LINDA VISTA BOULEVARD

## DEDICATION

I THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE THE ONLY PARTY HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND I, CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

I 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.

I HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS, ROADS, AND PARKS.

I HEREBY DEDICATE AND CONVEY TO PIMA COUNTY FLOOD CONTROL DISTRICT ALL NATURAL CHANNELS AND/OR DRAINAGE WAYS WITHIN DEDICATED R.O.W. AS SHOWN HEREON FOR THE PURPOSE OF MAINTENANCE AND FLOOD CONTROL.

I 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 THE SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST NO. 201816-S, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DIANE L. SLOANE

## ACKNOWLEDGEMENTS

STATE OF ARIZONA ) s.s.:  
PIMA COUNTY )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME PERSONALLY APPEARED  
\_\_\_\_\_, WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF  
\_\_\_\_\_ AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT  
FOR THE PURPOSE THEREIN.

NOTARY PUBLIC: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

## BENEFICIARY

THE BENEFICIARY OF TITLE SECURITY AGENCY, LLC. TRUST NO. 201816-S, IS THE WONG FAMILY LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP.

THE WONG FAMILY LIMITED PARTNERSHIP  
5975 E. SPEEDWAY BOULEVARD  
TUCSON, AZ 85712

## RECORDING

STATE OF ARIZONA ) s.s.:  
PIMA COUNTY )

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_ ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN SEQUENCE  
NO.\_\_\_\_\_, PIMA COUNTY RECORDS

COUNTY RECORDER \_\_\_\_\_ DATE \_\_\_\_\_

## ASSURANCES

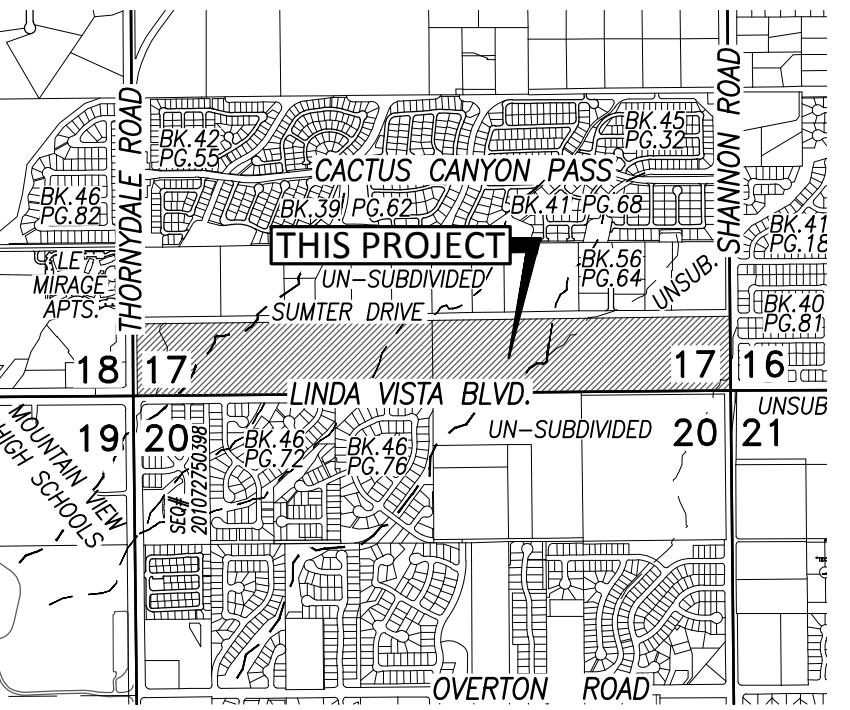
ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 201816-S FROM  
TITLE SECURITY AGENCY, LLC AS RECORDED IN SEQUENCE NO. \_\_\_\_\_ HAS BEEN  
PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER  
18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: \_\_\_\_\_ DATE  
CHAIRMAN, BOARD OF SUPERVISORS  
PIMA COUNTY, ARIZONA

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 THE DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.  
CLERK, BOARD OF SUPERVISORS DATE

## GENERAL AND PERMITTING NOTES

1. THIS DEVELOPMENT CONSISTS OF ASSESSORS PARCEL NUMBERS 224-44-060A AND 224-44-0710.
2. THE GROSS AREA OF THIS SUBDIVISION IS 77.95 ACRES.
3. THE TOTAL NUMBER OF LOTS IS 201.
4. THIS SUBDIVISION LIES WITHIN THE METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT, WHICH IS DESIGNATED AS HAVING AN ASSURED 100-YEAR WATER SUPPLY.
5. BLOCK 1, AS SHOWN HEREON IS RESERVED FOR POTENTIAL FUTURE CELL TOWER, UTILITY OR RELATED USE. BLOCK 1 AREA = 894.68 SF (0.02 AC.)
6. COMMON AREAS INFORMATION: "A" (10.91 AC.) LANDSCAPE, DRAINAGE & BUFFERYARD, "B" (23.75 AC.) UNDISTURBED NATURAL OPEN SPACE, (TOTAL 34.66 AC).
7. CONDITIONAL ZONING IS CR-4 (MIXED-DWELLING TYPE) ZONING, PER REZONING CASE P17RZ00006, APPROVED BY THE BOARD OF SUPERVISORS ON 4/17/2018
8. THE GROSS DENSITY IS 2.58 RAC.
9. TOTAL MILES OF NEW PUBLIC INTERNAL SUBDIVISION STREETS IS 1.53 MILES. TOTAL MILES OF NEW PUBLIC LINDA VISTA BOULEVARD IS 0.49 MILES.
10. NO FURTHER SUBDIVISION OF ANY LOTS SHOWN HEREON WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF PIMA COUNTY.
11. BASIS OF BEARING FOR THIS PROJECT: THE WEST LINE OF THE SW<sub>1</sub> OF SECTION 17 AS SHOWN ON THE PLAT MAP RECORDED ON BOOK 39 AT PAGE 58. SAID BEARING BEING: N. 00° 02' 04" W.
12. MATERIAL WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH SIGHT VISIBILITY PER PIMA COUNTY SUBDIVISION AND DEVELOPMENTS STREET STANDARDS (3.2.4.2).
13. THE HOMEOWNER'S ASSOCIATION WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF COMMON AREAS "A" & "B" (LANDSCAPE, DRAINAGE, BUFFERYARD AND NATURAL OPEN SPACE).
14. THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE PIMA COUNTY BOARD OF SUPERVISORS.
15. A RIGHT-OF-WAY USE PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN THE PUBLIC RIGHTS-OF-WAY AND PUBLIC DRAINAGE WAYS.
16. TOTAL AMOUNT OF REGULATED RIPARIAN HABITAT ONSITE: 11.11 ACRES.
17. THIS PARCEL IS NOT SUBJECT TO A RIPARIAN HABITAT MITIGATION PLAN.
18. THIS PARCEL IS SUBJECT TO EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT: RECORDED IN BOOK 77 MISCELLANEOUS RECORDS, PAGE 486, FOR THE PURPOSE OF ELECTRIC FACILITIES.



VICINITY MAP  
A PORTION WITHIN THE SOUTH HALF OF SECTION 17,  
TOWNSHIP 12 SOUTH, RANGE 13 EAST OF  
THE GILA AND SALT RIVER BASE AND MERIDIAN,  
PIMA COUNTY, ARIZONA  
SCALE: 3" = 1 MILE

## LEGEND

(C)	CALCULATED DIMENSION
(M)	MEASURED DIMENSION PER THIS SURVEY
(R)	RECORD DIMENSION PER MAPS & PLATS BOOK 27, PAGE 74
(S)	FOUND BRASS CAP SURVEY MONUMENT (BCSM)
○	SET 1/2" IRON PIN, TAGGED 'RLS 1253'
●	FOUND AS NOTED
■	2" BCSM PER PAC #103 TO BE SET BY AN RLS.
○	NEW LOT CORNER (TO BE SET BY RLS)
—	BOUNDARY
—	RIGHT OF WAY
—	CENTER LINE
—	NEW EASEMENT LINE
—	NEW LOT LINE
—	EX. EASEMENT LINE
—	SECTION LINE
—	100 YR. FLOOD PRONE LINE
—	EROSION HAZARD SETBACK LINE
—	XERORIPARIAN "C" AREA LIMIT LINE
—	404 JURISDICTIONAL DELINEATION LIMITS
—	BUFFERYARD LINE
—	SITE SETBACK LINE

## CERTIFICATION

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY 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. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

FREDRICK J. STURNILO  
PRECISION LAND SURVEY, INC.  
ARIZONA REGISTRATION #12537

10/04/2018  
DATE



Expires: 06/30/19



Expires: 12/31/20

CLINTON M. GLASS  
CMG DRAINAGE ENGINEERING, INC.

PE #15275

10/04/2018  
DATE

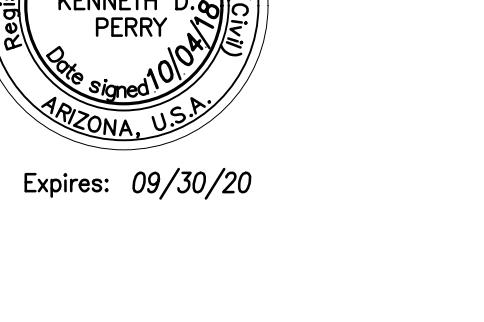


Expires: 09/30/20

KENNETH D. PERRY  
PERRY ENGINEERING, LLC

PE #34010

10/04/2018  
DATE



Expires: 09/30/20

PERRY  
ENGINEERING

505 W. WETMORE RD.  
TUCSON, AZ 85705  
CONTACT: KEN PERRY, P.E.  
520-620-9870  
kperry@perryengineering.net  
G-2018-051

REF PLAN #'S:  
P17RZ00006  
P18TP00007  
P18SC00019  
P18SC00038  
P18SC00039  
P18SC00043  
P18SC00044  
P18SC00044  
G-2018-051

## ADMINISTRATIVE ADDRESS

3620 W LINDA VISTA BLVD.  
TUCSON, AZ, 85742

## SHEET INDEX

SHEET 1 ..... DEDICATION AND SIGNATURE SHEET  
SHEET 2 ..... INDEX SHEET / BOUNDARY SURVEY  
SHEETS 3-8 ..... FINAL PLAT SHEETS  
SHEET 9 ..... LINE AND CURVE TABLES  
SHEETS 10-12 ... FLOODPLAIN, EHS AND RIPARIAN DETAIL  
SHEETS 13-14 ... FP, EHS, RA LINE AND CURVE TABLES

FINAL PLAT FOR  
FOR  
MOUNTAIN VISTA RIDGE

LOTS 1-201, BLOCK 1, AND COMMON AREAS  
"A" & "B" ("A" DRAINAGE, LANDSCAPE AND  
BUFFERYARD, "B" NATURAL OPEN SPACE)  
LOCATED IN AN UNSUBDIVIDED PORTION OF THE SOUTH HALF OF  
SECTION 17, TOWNSHIP 12 SOUTH, RANGE 13 EAST,  
G&SR&M, PIMA COUNTY, AZ

SHEET 1 OF 14  
PC ACTIVITY #:P18FP00019

