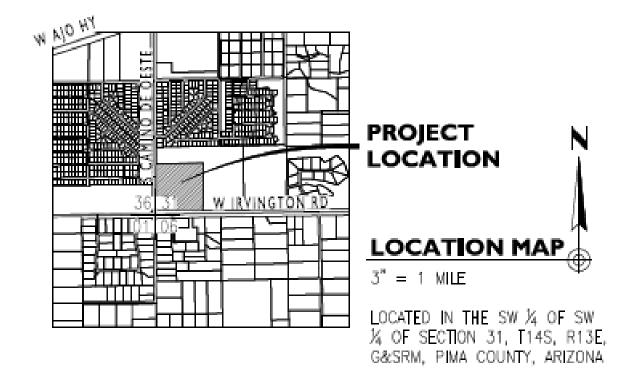


BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: February 5, 2019

Title: Final Pl	at for Roadrunne	Subdivision, Lo	ts 1-53, Common /	Areas "A, B, & C".	i Ř	
Introduction/	Background:					
Final Plat to c	reate a subdivide	d property.				
Discussion:						
Final Plat is be	eing presented fo	r approval and si	gnatures.			
Conclusion:						
N/A						
Recommenda	ation:					
Staff recomme	ends approval of t	he Subdivision F	Plat.			
Fiscal Impact	: :					
Board of Sup	ervisor District:				G .	
□ 1 —————	□ 2	□ 3	□ 4	⊠ 5	□ All	
Department:	Development Serv	ices	Tele	ephone: 520-724-	9900	
Contact: A	Angie Rangel		Tele	ephone: <u>520-724-</u>	6976	
Department D	irector Signature/	Date: Law	un a. Osto	gu 1/11/19	7	
Deputy Count	y Administrator S	gnature/Date:	Car	3	lislig	
County Admin	istrator Signature	/Date:	Kulce	terry 1	116/19	
						_



P18FP00024

Roadrunner Subdivision

Lots 1-53 and Common Areas "A, B, and C"

ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P18FP00024

THIS AGREEMENT is made and entered into by and between <u>ROADRUNNER ASSOCIATES</u>, an <u>Arizona general partnership</u> or successors in interest ("Subdivider"), <u>FIDELITY NATIONAL TITLE AGENCY</u>, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,477; 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 ROADRUNNER SUBDIVISION Lots 1-53, Common Area "A" (Recreation, Common Area "B" (Functional Open Space, Drainage, Public Utilities, Access & Maintenance), Common Area "C" (Natural Open Space) 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 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.

20, which is the date of approval of this agreen	ment by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: ROADRUNNER ASSOCIATES, an Arizona general partnership
Chairman, Board of Supervisors	By: Dan Leung
	Its: Managing Partner
ATTEST:	TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,477, and not in its corporate capacity
Clerk of the Board	By: _Joy S. Williams
	Its: Trust Officer
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged before 2018, by	of
My Commission Expires: 5/25/20	Notary Public
Vertage N° 1	KIM WAGONER tary Public, State of Arizona Pima County My Commission Expires May 25, 2020
The foregoing instrument was acknowledged before Joy S. Willliams of FIDELITY NATIONAL TITLE AGENCY, INC. ("True an Arizona corporation, on behalf of the corporation)	ustee"),
an Anzona corporation, on behalf of the corporation	Violatia Olloo
My Commission Expires: 9 20 7022	
	OFFICIAL SEAL VICTORIA OCHOA NOTARY PUBLIC-ARIZONA PIMA COUNTY My Comm. #: 551542 My Comm. Exp. Sept. 30, 2022

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.

WE HEREBY GRANT TO TRICO ELECTRIC COOPERATIVE, INC. (TRICO) A NEW 10'X20' ELECTRIC EASEMENT ENCOMPASSING THE NEW ANCHOR AND GUY WIRES IN PLACE OF THE TRICO EASEMEN RECORDED IN DKT 9632/1063 WHICH IS TO BE ABANDONED WITH THE RECORDING OF THIS PLAT. ALL EXISTING TRICO FACILITIES SHALL MAINTAIN THEIR FULL PRESCRIPTIVE RIGHTS UNTIL SUCH TIME AS THEY ARE FORMALLY RELOCATED.

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.

LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER , 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.

FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST No. 60,477 AND NOT IN ITS CORPORATE CAPACITY

JOY 6. WILLIAMS, TRUST OFFICER

BENEFICIARY OF TRUST:

ROADRUNNER ASSOCIATES, AN ARIZONA GENERAL PARTNERSHIP

ACKNOWLEDGEMENTS

STATE OF ARIZONA

COUNTY OF PIMA

ON THIS 4 DAY OF January, 2013, BEFORE ME PERSONALLY APPEARED JOY WINGARS 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: 9/30/2022 NOTARY PUBLIC VIETURE OCORO

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.

STEWART TITLE & TRUST TR 1580 PARCEL ID 21250012J

(BASIS OF ELEVATION)

CHAIRMAN, BOARD OF SUPERVISORS PIMA COUNTY, ARIZONA

ATTEST:

, ____, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS

DATE

DATE

APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS _____ , 201_.

CLERK, BOARD OF SUPERVISORS

RECORDING

STATE OF ARIZONA SS COUNTY OF PIMA

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ _____ DAY OF _____, 201_, IN SEQUENCE No. _____, PIMA COUNTY RECORDS

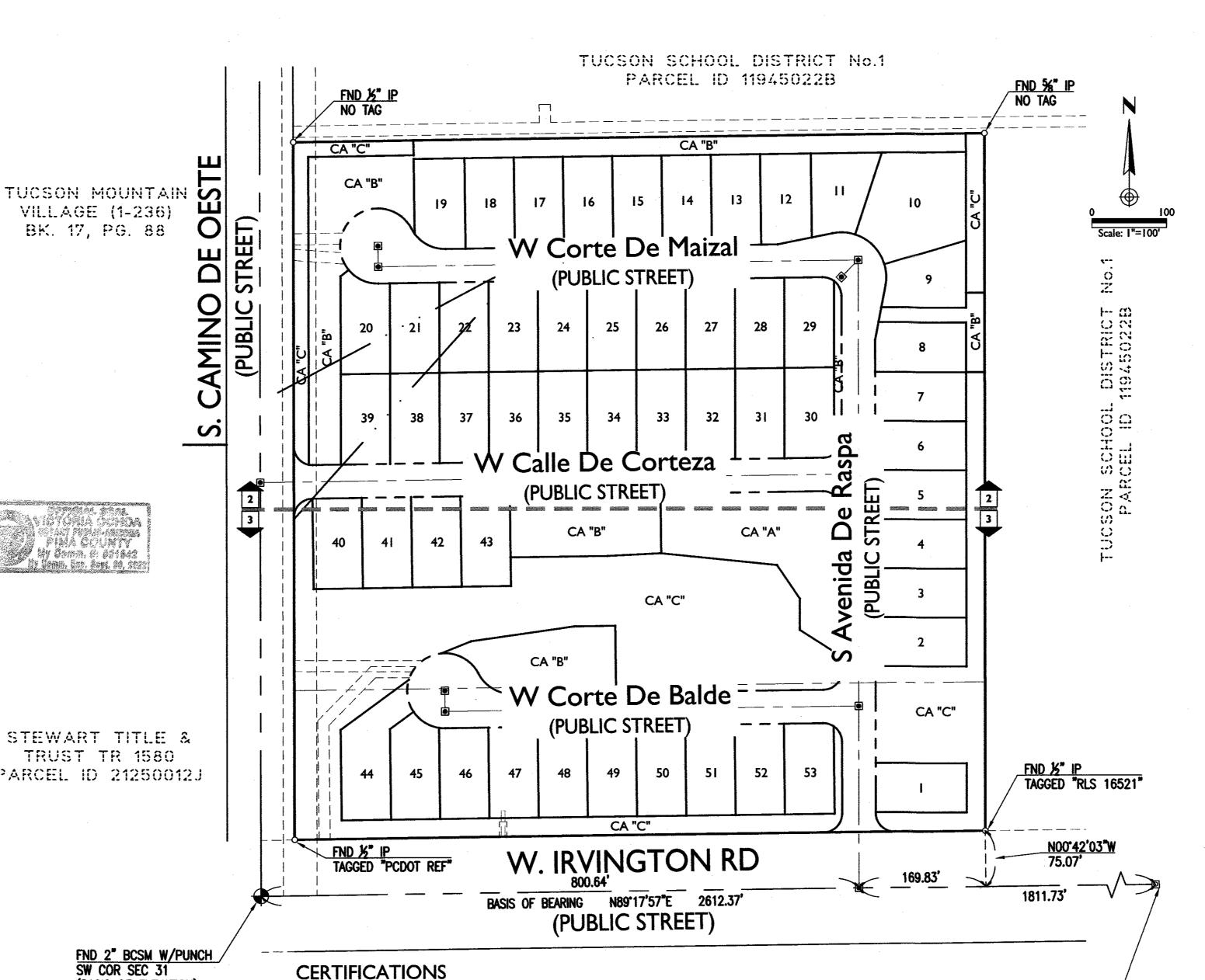
COUNTY RECORDER

Final Plat for Roadrunner Subdivision

Lots 1 - 53,

Common Area "A" (Recreation), Common Area "B" (Functional Open Space, Drainage, Public Utilities, Access & Maintenance) & Common Area "C" (Natural Open Space)

Being a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, T14S, R13E, G&SRM, Pima County, Arizona



I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION

AND MATERIAL ARE CORRECTLY SHOWN.

FUNITS Gentle

FRANCIS ALLEN HEMMAH

FRANCIS ALLEN HEMMAH

PE 52508

PE 52508

MY DIRECTION.

PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS

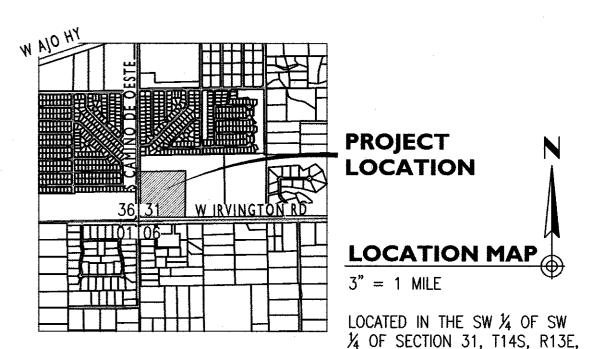
I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS PREPARED UNDER

91/03/2019

01/03/2019

DATE

DATE



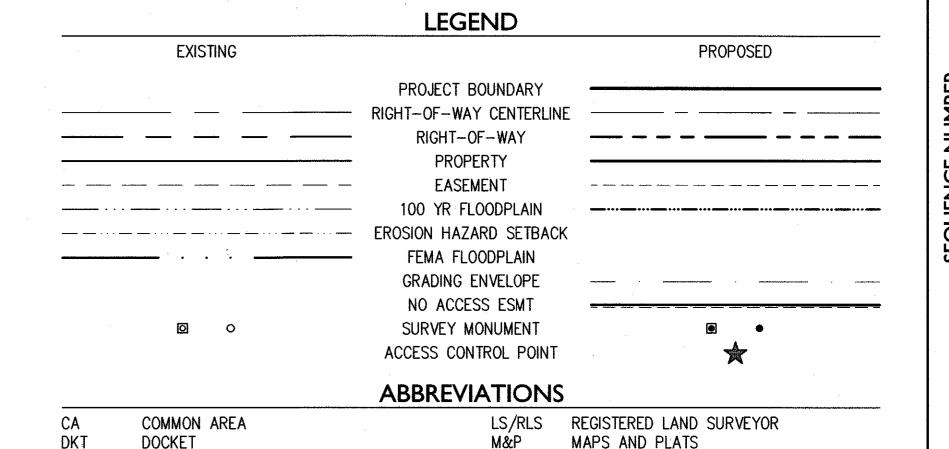
G&SRM, PIMA COUNTY, ARIZONA

PUBLIC UTILITY EASEMENT

PROFESSIONAL ENGINEER

RIGHT-OF-WAY

SQUARE FEET



GENERAL NOTES:

EASEMENT

EROSION HAZARD SETBACK

IMPORTANT RIPARIAN AREA

XERORIPARIAN CLASS C

- THIS DEVELOPMENT CONSISTS OF ASSESSOR'S PARCEL NUMBER 119-45-0210.
- 2. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER P17RZ00012 AS APPROVED ON APRIL 17, 2018.
- 3. THE GROSS AREA OF THIS DEVELOPMENT IS 19.92 ACRES (867,582 S.F.).
- 4. THE NUMBER OF RESIDENTIAL LOTS FOR THIS SUBDIVISION IS 53.
- 5. THE TOTAL LENGTH OF NEW PUBLIC STREETS IS 0.55 MILES.
- 6. THE BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 13 EAST, GILA & SALT RIVER MERIDIAN. BETWEEN A 2" BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF IRVINGTON ROAD AND CAMINO DE OESTE. BEING THE SOUTHWEST CORNER OF SAID SECTION 31 AND A 2" BRASS CAP SURVEY MONUMENT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 31. BEARING BEING: N89°17'57"E.
- 7. THE BASIS OF ELEVATION: PIMA COUNTY SURVEY BENCHMARK DESIGNATED "IRV 3", A 2" BRASS CAP SURVEY MONUMENT AT THE CENTERLINE INTERSECTION OF IRVINGTON ROAD AND CAMINO DE OESTE. SAID ELEVATION BEING: 2608.96 FEET (NAVD 88).
- 8. PRIVATELY OWNED RECREATION AREAS AND RECREATION FEATURES SHALL BE COMPLETED IN ACCORDANCE WITH THE 06/28/2018 RECREATION AREA PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE TIME 75% OF THE BUILDING PERMIT (40 LOTS) HAVE BEEN ISSUED.
- 9. NATURAL RESOURCES, PARKS AND RECREATION IN-LIEU FEE OF \$26,818 SHALL BE PAID AT THE TIME THE SUBDIVISION ASSURANCES ARE RELEASED FOR THE 40TH LOT.

PERMITTING NOTES:

- CONDITIONAL ZONING IS CR-3.
- 2. THIS SUBDIVISION IS SUBJECT TO REZONING CASE P17RZ00012 APPROVED BY THE
- BOARD OF SUPERVISORS ON AUGUST 7TH, 2018.
- 3. THERE SHALL BE NO FURTHER LOT SPLITTING OR SUBDIVIDING OF RESIDENTIAL DEVELOPMENT WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.

1	FP01	COVER SHEET/NOTES
2 - 3	FP02-FP03	PARCEL DATA SHEETS
4	FP04	SVT DATA SHEET
5	FP05	EHS DATA SHEET
6	FP06	100 YEAR FP DATA SHEET

P18FP00024 Final Plat for

Roadrunner Subdivision Lots I - 53, Common Area "A" (Recreation), Common Area "B" (Functional Open Space, Drainage, Public Utilities, Access & Maintenance). Common Area "C" (Natural Open Space)

> Being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 31, T14S, R13E, G&SRM Pima County, Arizona

Sheet No. Ot

PI7RZ00012

P18TP00013

P18SC00073

Contour Interval: N/A

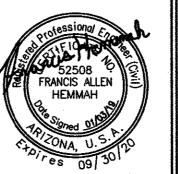
FP01

Scale: 1"=100'

FRANCIS ALLEN HEMMAH

FND 2" BCSM W/PUNCH S 1/4 COR SEC 31

5 66889 Benjamin i Zismann





8710 N. Thornydale Rd, Suite 140

Tucson, AZ 85742 T:520.408.1400 | F:520.408.1403 | EPS Project No. 17-466

Date: 08/18

