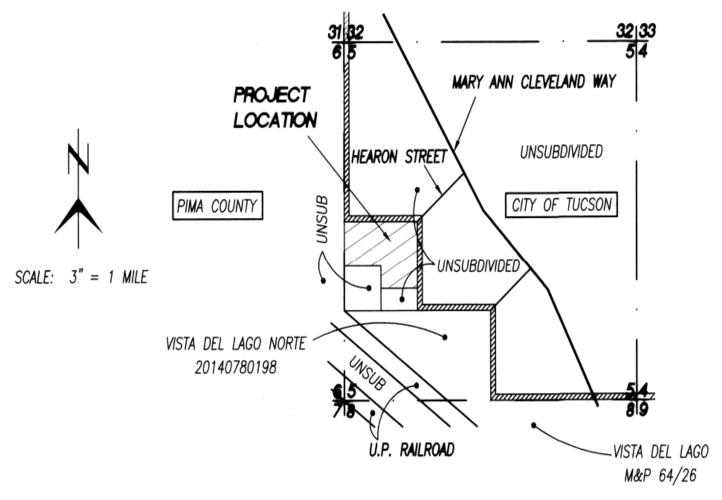


#### **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: April 2nd, 2019

Title: Final Plat for MAC 25 Lots 1-100 and Common Areas	"A" & "B"
Introduction/Background:	
Final Plat to create a subdivided property	
Discussion:	
Final Plat process to create a legally subdivided property.	
Conclusion:	
N/A	
Recommendation:	
Staff recommends approval.	
Fiscal Impact:	
N/A	
Board of Supervisor District:	
□ 1 □ 2 □ 3 ⊠ 4 	5
Department: Development Services	Telephone: 520-724-9900
Contact: Angie Rangel	Telephone: 520-724-6976
Department Director Signature/Date: Lauren Q.	Ortega 3/6/18
Deputy County Administrator Signature/Date:	3/13/19
County Administrator Signature/Date:	dustrum 2/18/19
	2000 444 3/11/1



# LOCATION PLAN

SECTION 5, T16S, R16E, G&SRB&M PIMA COUNTY, ARIZONA

# ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P18FP00026

THIS AGREEMENT is made and entered into by and between MAC 25 Acres, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), Stewart Title & Trust of Tucson, Inc., an Arizona corporation ("Trustee"), as trustee under Trust No. 3752; 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 MAC 25, Lots 1 100 and Common Areas "A" (natural openspace/wash) and "B" (open space/private drainage/recreation) recorded in Sequence number \_\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, 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 Agreement is e 2019, which is the date of approval of this agreen	effective on the day of, ment by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER:MAC 25 Acrecs, LLC, an Arizona limited liability company
Chairman, Board of Supervisors	By: Stephen J. Lenihan Its: Managel Managel
ATTEST:	TRUSTEE: Stewart Title & Trust of Tucson, Inc, an Arizona corporation, as Trustee under Trust No 3752, and not in its corporate capacity
Clerk of the Board	By:
STATE OF ARIZONA County of Pima  The foregoing instrument was acknowledged before me this  County of Pima  The foregoing instrument was acknowledged before me this  County of Pima  The foregoing instrument was acknowledged before me this  County of Pima  Navigable  Mac 25 Acres, LLC ("Subdivider"), an Arizona limited liability company, on behalf of the company.  NANCY S. ALLEN  Notary Public State of Arizona  Pima County  My Commission Expires:  March 30, 2020  Notary Public	
STATE OF ARIZONA ) County of Pima )	
The foregoing instrument was acknowledged be FLOYULY, 2019, by Doris J. Clark, Trusteen Arizona corporation, on behalf of the corporation.	<u>ist Officer</u> of ),
My Commission Expires: 4-9-20	OFFICIAL SEAL KIM HENRY Notary Public State of Arizona PIMA COUNTY My Comm. Evaluate April 9, 2020

## DEDICATION

WE. THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE 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, ITS SUCCESSORS, 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 REASONS OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL PUBLIC RIGHT-OF-WAYS AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS AND TRAILS.

WE HEREBY GRANT TO PIMA COUNTY AND ALL PUBLIC 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

ALL COMMON AREAS, 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 PUBLIC UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, 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 IN SEQUENCE NO. \_\_\_\_\_, IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR ALL COMMON AREAS. WITHIN THE SUBDIVISION.

STEWART TITLE & TRUST OF TUCSON

AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER 3752, AND NOT IN ITS CORPORATE CAPACITY.



### BENEFICIARY

MAC 25 ACRES, L.L.C. 1050 E. RIVER ROAD, SUITE 300 TUCSON, ARIZONA 85718

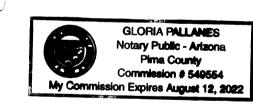
#### **ACKNOWLEDGMENT**

STATE OF ARIZONA } S.S. COUNTY OF PIMA

ON THIS, THE 20 DAY OF FEBRUARY, 2019, BEFORE ME PERSONALLY APPEARED DON'S 1- CLARK WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE Trust Officer OF STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 3752 AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TOUSE OFFICEY, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.





#### **ASSURANCES**

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NUMBER 3752 FROM STEWART TITLE & TRUST OF TUCSON, AS RECORDED IN SEQUENCE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: \_\_\_\_\_\_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

#### GENERAL NOTES

- 1. THE GROSS AREA OF THIS SUBDIVISION IS 24.7 ACRES.
- 2. THE BASIS OF BEARING FOR THIS SUBDIVISION IS BASED ON A FOUND ALUMINUM CAP, L.S. 1705, REPRESENTING THE WEST 1 CORNER OF SECTION 5 AND A FOUND CAPPED PIPE WITH NO TAG, REPRESENTING THE NORTHWEST CORNER OF SECTION 5. SAID BEARING IS NORTH 00° 16' 33" EAST AS DETERMINED THROUGH G.P.S. NORTH OBSERVATIONS. SEE DETAIL, SHEET #4.
- 3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.7 MILES. TOTAL MILES OF NEW PRIVATE STREETS IS -0- MILES.
- 4. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- 5. IN ADDITION TO THE ITEMS SHOWN ON SHEET 2 THROUGH 4, THIS SITE IS ALSO SUBJECT TO THE FOLLOWING IDENTIFIED TITLE ITEMS: EXISTING INGRESS/EGRESS/UTILITIES EASEMENT GRANTED PER SEQUENCE NO. 20140310588 (PER ALTA SURVEY, EASEMENT CANNOT BE DETERMINED/DEFINED).
- 6. ALL SUBDIVISION STREETS WILL BE DESIGNED IN CONFORMANCE WITH THE SUBDIVISION AND DEVELOPMENT STREET STANDARDS.
- 7. ALL RECREATION AREA IMPROVEMENTS MUST BE COMPLETED AND FULLY FUNCTIONAL BY THE TIME THE SUBDIVISION PROJECT IS AT 75% PERMIT STAGE.

#### PERMITTING NOTES

- 1. THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
- 2. CONDITIONAL ZONING IS CR-5.
- 3. GROSS DENSITY IS 4.0 RAC.
- 4. THIS SUBDIVISION IS SUBJECT TO BOARD OF SUPERVISORS REZONING CONDITIONS AS FOUND IN CASE NUMBER CO9-13-15 AS APPROVED ON 3/17/2015.
- AVERAGE AREA PER DWELLING UNIT IS 6,007 SF.
- CARPORTS/GARAGES SHALL BE SET BACK A MINIMUM OF 20 FEET FROM THE RIGHT-OF-WAY LINE.

(State Land/ CITY OF TUCSON)

C.A. "B"

E. RYSCOTT CIRCLE

E. RYSCOTT CIRCLE

36 | 35 | 34 | 33 | 32 | 31 | 30 | 29

C.A. "B"

COMPOSITE DETAIL

unsub.

C.A. "A"

## RECORDING DATA

SEQUENCE NO. \_\_\_\_\_ STATE OF ARIZONA } S.S. COUNTY OF PIMA I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER & ASSOCIATES ENGINEERING, INC., ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, AT \_\_\_\_\_\_.M. WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN. F. ANN RODRIGUEZ, COUNTY RECORDER

#### CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A BOUNDARY 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.

STEPHEN ALLEN SAMPLE ALTA LAND SURVEY, INC. REGISTERED LAND SURVEYOR NO. 22275 STATE OF ARIZONA



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

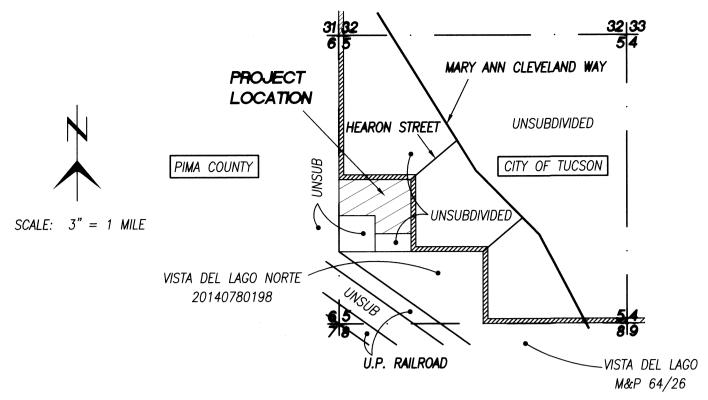
WILLIAM H. BAKER, JR. BAKER & ASSOCIATES ENGINEERING, INC. REGISTERED LAND SURVEYOR NO. 16784 STATE OF ARIZONA

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

FOR INTERIOR LINEWORK ONLY

LARRY K. ROBERTS ARROYO ENGINEERING. L.L.C. REGISTERED ENGINEER NO. 25331 STATE OF ARIZONA





#### LOCATION PLAN

SECTION 5, T16S, R16E, G&SRB&M PIMA COUNTY, ARIZONA

#### LEGEND

2" BRASS SURVEY MONUMENT TO BE SET FOUND 2" ALUMINUM CAP "LS 7599" AT PROPERTY CORNER FOUND 2" ALUMINUM CAP "LS 1705" AT PROPERTY CORNER 1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR SUBDIVISION BOUNDARY PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT CURVE DATA (SEE SHEET #2) L10 LINE DATA (SEE SHEET #4) ADDRESSING/ACCESS LOCATION (WHERE APPLICABLE) FXISTING RIGHT-OF-WAY LINE STREET CENTERLINE EASEMENT LINE AS SHOWN (SEE ALSO EASEMENT KEYNOTE, SHEET 2) DEVELOPED 100 YEAR FLOODPRONE LINE ("F.P.L."); F.P.L. COINCIDENT WITH FEMA FLOODPLAIN WHERE NOTED (CONSERVATIVE SURVEYABLE LIMIT) DEVELOPED EROSION SETBACK LINE ("E.S.L.") RADIAL COMPOSITE DETAIL PAGE INDEX XERORIPARIAN "C" RIPARIAN HABITAT UNDISTURBED LIMIT/EASEMENT (GRANTED AS AN EASEMENT FOR PRESERVATION, MITIGATION AND MONITORING PURPOSES)

#### FINAL PLAT for

# MAC 25, LOTS 1-100, AND COMMON AREAS "A" (NATURAL OPEN SPACE/WASH) AND "B" (OPEN SPACE/PRIVATE DRAINAGE/RECREATION)

BEING A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, T16S, R16E, G&SRB&M, PIMA COUNTY, ARIZONA



Baker & Associates Engineering, Inc.

#P18FP00026

REF.: #P18TP-00019/ #C09-13-15/ #C07-13-02

DATE: FEBRUARY 20, 2019

SHEET 1 OF 4

unsub.

58

*57* 

E. RYSCOTT CIRCLE

20 19 18 17 16 15

C.A. "A"

SEQUENCE # \_\_\_\_\_

10

(STATE LAND/

CITY OF TUCSON)

(STATE LAND/

CITY OF TUCSON)

SCALE IN FEET

(State Land/

CITY OF TUCSON)

FOR EXTERIOR BOUNDARY ONLY

SEE SHEET #3

SEE SHEET #4

