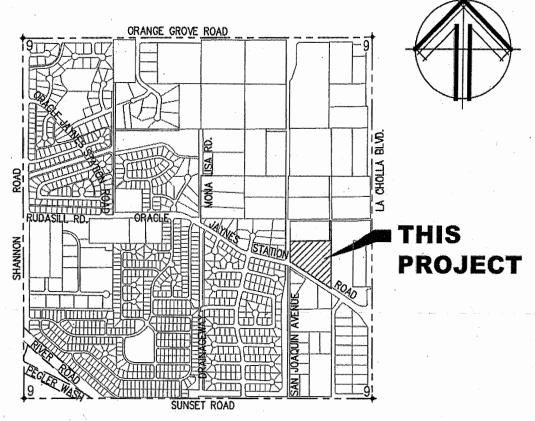
# BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: August 6, 2019

Title: Fina	al Plat for Loma Ar	itigua Lots 1-14 a	nd Common Areas	"A", "B" & "C" P1	19FP00004	
Introduct	ion/Background:					
Final Plat	to create a subdiv	ded property				
Discussio	on:					, and Legend
Final Plat p	process to create a le	egally subdivided pr	operty.			E E
Conclusio	on:					23.19#11:45PCCLKGF
N/A						LFT) -152-4 -152-4 -152-4
Recomme	endation:					Š.
Staff recom	mends approval.					
Fiscal Imp N/A	oact:					
Board of S	Supervisor Distri	ot:				
⊠ 1	□ 2	□ 3	☐ 4	□ 5	□ All	
Departmei	nt: Development S	ervices	Te	lephone: <u>520-724</u>	-9900	
Contact:	Angie Rangel		Te	lephone: 520-724	-6976	
Departme	nt Director Signatu	re/Date: <u>Lau</u>	uen a. Or	tega =	7/8/19	,,,,,
Deputy Co	ounty Administrato	· Signature/Date: <u>(</u>			7/18/19	
County Ad	lministrator Signat	ure/Date:	C. Lau	cetterin	7/18/19	



LOCATION MAP SECTION 9, T13S, R13E G&SRB&M, PIMA COUNTY, ARIZONA

Final Plat for

Loma Antigua Lots 1 – 14

P19FP00004

# ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) [P19FP00004]

THIS AGREEMENT is made and entered into by and between <u>Daniel H. White</u> or successors in interest ("Subdivider"), <u>Stewart Title & Trust of Tucson</u>, Inc.D, an Arizona corporation ("Trustee"), as trustee under Trust No. <u>3754</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	on. The Land is all of the real pr	roperty which is the subject of the
subdivision plat ("the Subdivision	n Plat") identified as Loma Antigu	a Lots 1-14 and Common Areas A
(private streets and public utility	y easement), B (Functional space	and drainage) and C (natural open
	recorded in Sequence number	
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.

PIMA COUNTY, ARIZONA	SUBDIVIDER Daniel H. White
	By:Daniel H. White
Chairman, Board of Supervisors	Its:_Individually
ATTEST:	TRUSTEE: Stewart Title & Trust of Tucson, Inc., an Arizona corporation, as Trustee under Trust No 3754, and not in its corporate capacity
Clerk of the Board	By: Niss Officer
STATE OF ARIZONA ) County of Pima )	
The foregoing instrument was acknowledge  MAY , 2019, by Daniel H. W  an individual	
("Subdivider"), , on behalf of himself.	ANT GEORGE
My Commission Eynires: Comm	Public - Arizona Pima County ission # 553954 Expires Oct 13, 2022
STATE OF ARIZONA ) County of Pima )	
	d basara maa shia 15 day as
The foregoing instrument was acknowledge	Llark, Trust Officer of Trustee").
Stewart Title and Trust of Tucson ("	· Clark, 'Trust Officer of

## NOTICE OF CONSENT Final Plat

The undersigned authorized individual hereby executes the following Notice of

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1.	Background. Daniel H. White is the Beneficiary of Stewart Title and Trust of Tucson, Trust
,	Number 3754, Date John May 10,2017, and recorded in "Sequence #, in
	the Pima County, Arizona Recorder's Office, (the "Trust Documents"). Stewart Title and Trust of
	Tucson is the Trustee of the Trust Documents. The Trustee hereby requests the Beneficiary's consent
	to the development of P19FP00004, Loma Antigua Lots 1-14, and Common Areas A (Private Streets
	and Public Utility Easement), B (Functional Space and Drainage) and C (Natural Open Space and
	Drainage Easement), as recorded in Sequence # and the Declaration of Covenants,
	Conditions and Restrictions recorded in Sequence # of the Pima County, Arizona
	Recorder's Office ("Covenants").
2.	Consent. The Beneficiary hereby consents to the Covenants, the Plat and any dedications acquired by separate instrument or dedicated on the Plat in connection with the platting of the property subject to the Trust Documents.
	DATED this // The day of June , 2019
	FOR: Daniel H White
	BY: (Name)
	AS: Beneficiary
	(Title)

RECORDING:

STATE OF ARIZONA

THIS \_\_\_\_ DAY OF \_

PIMA COUNTY RECORDS

COUNTY RECORDER

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF

DATE

2019, IN SEQUENCE NO.

PERMITTING	MARION

- 1. CONDMONAL. ZONING IS CR-3
- THE USE OF THIS PLAT IS SINGLE FAMILY RESIDENCE AND IS PERMITTED IN ACCORDANCE WITH SECTION 18.27.010A.1 OF THE ZONING CODE.
- 3. THE SUBDINGTON IS SUBJECT TO THE BOARD OF SUPERVISIONS REZONING CONDITIONS FOUND IN CASE NUMBER CO-9-04-04-06 AS APPROVED ON AUGUST 20, 2018. THE FOLLOWING CONDITIONS AFFECT THE ESSUANCE OF BULLDING PERMITS: REZONING CONDITION No.58 JAY OWELLINGS OVER 3,500 SQUARE FEET UNDER ROOF SHALL BE REVIEWED FOR ADDITIONAL FIRE PROTECTION MEASURES, REZONING CONDITION NO.9 ADREPRING TO THE REVISED OFFENDEMENT PLAN AS APPROVED AT PUBLIC HEAVING (CHIRIST 47), WHICH INCLUDES 60 PERCENT OPEN SHALE, A MAXIMUM OF SIXTERY (16) SINGLE STORY UNITS, AND THE WEST SIDE OF THE STEEL STORY. RESTRICTED TO DETACHED UNITS (LOTS 1-8).
- 4. THIS PROJECT IS IMPACTED BY REGULATED RIPARIAN HABITAT AS DEFINED ON THE 2005 RIPARIAN CLASSIFICATION MAPS AND SHOWN ON THIS PLAT AND IS SUBJECT TO ORDINANCE No.2010-FCS, TITLE 16 OF THE PINA COUNTY CODE.
- 5. THIS PROJECT IS SUBJECT TO THE HILLSIDE DEVELOPMENT ORDINANCE.
- 6. LOTS 7 AND 8 ARE IMPACTED BY FEMA ZONE A SPECIAL HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 04019C1650L WITH EFFECTIVE DATE 6/16/2011, AND SHALL HAVE MINIMUM FINISH FLOOR ELEVATIONS AS SHOWN ON THE TENTATM PLAT, FEDERAL LAW REQUIRES THAT A FLOOD INSURANCE POLICY BE OSTIANED AS CONDITION OF A FEDERALLY BACKED MORTGAGE OR LOAN THAT IS SECURED BY A BUILDING LOCATED IN THIS AREA.
- PRIOR TO ANY GROUND DISTURBING ACTIVITIES AND/OR ISSUANCE OF A TYPE-2 GRADING PERMIT A CULTURAL RESDURCE MITIGATION PLAN MUST BE REVIEWED AND APPROVED BY PIMA COUNTY CULTURAL RESOURCES.
- THIS PROJECT IS SUBJECT TO DESIGN REVIEW COMMITTEE REQUIREMENTS AS FOUND IN CASE NUMBER CA20-07-023 AS APPROVED ON 2-18-2010. THE POLLOWING REQUIREMENTS OF THE DESIGN REVIEW COMMITTEE (TABLE 'Y') APPECT THE ISSUANCE OF GUIDING PERMITS:
- PRINATELY OWNED RECREATION AREAS, RECREATION FEATURES AND PARKING IMPROVEMENTS SMULL BE COMPLETED IN ACCORDANCE WITH THE DI/ZZ/ZO18 RECREATION AREA PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE TIME 7.5% OF THE BUILDING PERMINS (10 LOST) HAVE BEEN ISSUED.

TABLE 'A	ď
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IABLE A	
MINIMUM LOT SIZE	AS SHOWN ON THE CLUSTER PRELIMINARY DEVELOPMENT PLAN
FRONT YARD SETBACK	20 FEET
SIDE YARD SETBACK	O FEET
REAR YARD SETBACK .	8 FEET
MANA STREET A MOD BYTHWEN HILL BUNGO	O CEEE

ASSURANCE	<u>ASS</u>	U	R	AΛ	C	Ε	ì
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ASSURANCE IN THE FORM OF A THRO PARTY TRUST AGREEMENT, TRUST NO.

AS RECORDED IN SEQUENCE NO.

HIS BEEN PROMDED TO GUARANTEE IMPROVIDENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 (SUBDIMSION STANDARDS) IN THIS SUBDIMSION.

BY:	
	CHAIRMAN, BOARD OF SUPERVISORS
	PIMA COUNTY, ARIZONA

#### ATTEST:

L. CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY,

#### CLERK, BOARD OF SUPERMSORS

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.

Alla KB// GEOFF BRIMHALL ARIZONA RLS NO. 33308 4655 N. FLOWING WELLS RO.



DATE

#### CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND/OR EROSION HAZARD SETBAGKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY

SEIBAMAS SHOWN ON THIS FO SUPERVISION.

CHRIS EASWAM, P.E.

ARIZONA REG. NO. 49937

4655 N. FLOWING WELLS RD.





4655 N, FLOWING WELLS RD., TUCSON, AZ 85705 PHONE: 520,690,1669 FAX: 621,748,9008

P18TP00014 Co9-04-30 Co20-07-23

P19FP00004



FP-1 DESIGNED BY: ALE DATE: 05/06/19

FINAL PLAT LOMA ANTIGUA, LOTS 1-14

C.A. "A" (PRIVATE STREETS AND PUBLIC UTILITY EASEMENT), C.A. "B" (FUNCTIONAL SPACE & DRAINAGE), &

A PORTION OF THE SE OF SECTION 9, T135, R13EGS.SRM, PIMA COUNTY, ARIZONA

PROJECT

LOCATION MAP G&SRB&M, PIMA COUNTY, ARIZONA

BASIS OF BEARING

THE CENTERLINE OF SAN JOAQUIN AVENUE AS RECORDED AT BK. 30, PG 47 M & P OF THE SOUTHEAST QUARTER OF SECTION 9, TOMSHIP IS SOUTHEAST QUARTER OF SECTION 9, TOMSHIP IS SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA; SAID BEARING BEING NO1"20"50"E.

ADMINISTRATIVE ADDRESS
2250 W. ORACLE JAYNES STATION ROAD
TUCSON, ARIZONA 85741

SHEET INDEX
FP-1 COVER SHEET
FP-2 FINAL PLAT

REFERENCE

C.A."C" (NATURAL OPEN SPACE AND DRAINAGE EASEMENT)

