



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: ²⁰10/06/2020

Title: FINAL PLAT (P19FP00009) Northwood Point, LOTS 1-43, 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

Department: Development Services

Telephone: 724-6490

Department Director Signature/Date:

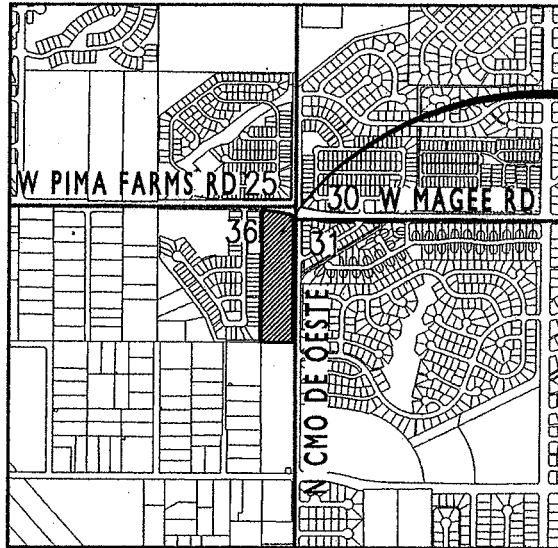
[Signature] 9/28/2020

Deputy County Administrator Signature/Date:

[Signature] 9/28/2020

County Administrator Signature/Date:

C. Duhe 9/28/20



PROJECT LOCATION

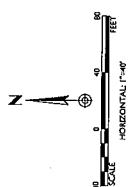
LOCATION MAP

3" = 1 MILE



LOCATED IN THE NE $\frac{1}{4}$ OF NE
 $\frac{1}{4}$ OF SECTION 36, T12S, R12E,
G&SRM, PIMA COUNTY, ARIZONA

P19FP00009
Northwood Point
Lots 1-43, and Common Areas "A and B"



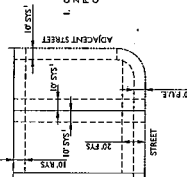
KEYNOTES:

- | | |
|----|---|
| 1 | 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT |
| 2 | 1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT |
| 3 | 2' CONCRETE DRIVEWAY CENTERLINE |
| 4 | 45' RIGHT-OF-WAY DEDICATION TO PIMA COUNTY PER BK 33, PG 17 |
| 5 | 45' RIGHT-OF-WAY DEDICATION TO PIMA COUNTY PER BK 33, PG 17 |
| 6 | 45' RIGHT-OF-WAY DEDICATION TO PIMA COUNTY PER BK 33, PG 17 |
| 7 | 45' RIGHT-OF-WAY DEDICATION TO PIMA COUNTY PER BK 33, PG 17 |
| 8 | 45' TELEPHONE EASEMENT GRANTED TO QWEST PER DKT 1282A, PG 44 |
| 9 | 45' TELEPHONE EASEMENT PER DKT 3972, PG 346 |
| 10 | 45' FURNISHING EASEMENT DEDICATED TO PIMA COUNTY PER BK 33, PG 17 |

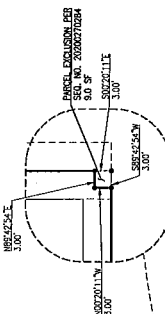
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C2	39.27	25.00'	90°00'00"
C19	12.84'	25.00'	29°26'04"
C20	26.43'	25.00'	60°33'56"
C25	39.27'	25.00'	90°00'00"

LINE TABLE		
LINE	BEARING	LENGTH
L3	N0°20'31"W	10.00'

IF SYSB PERMISSIBLE PER
ZONING, SUBJECT TO
PIMA COUNTY BUILDING
CODES (TITLE 18.27.03)



TYPICAL LOT SETBACKS
NOT TO SCALE

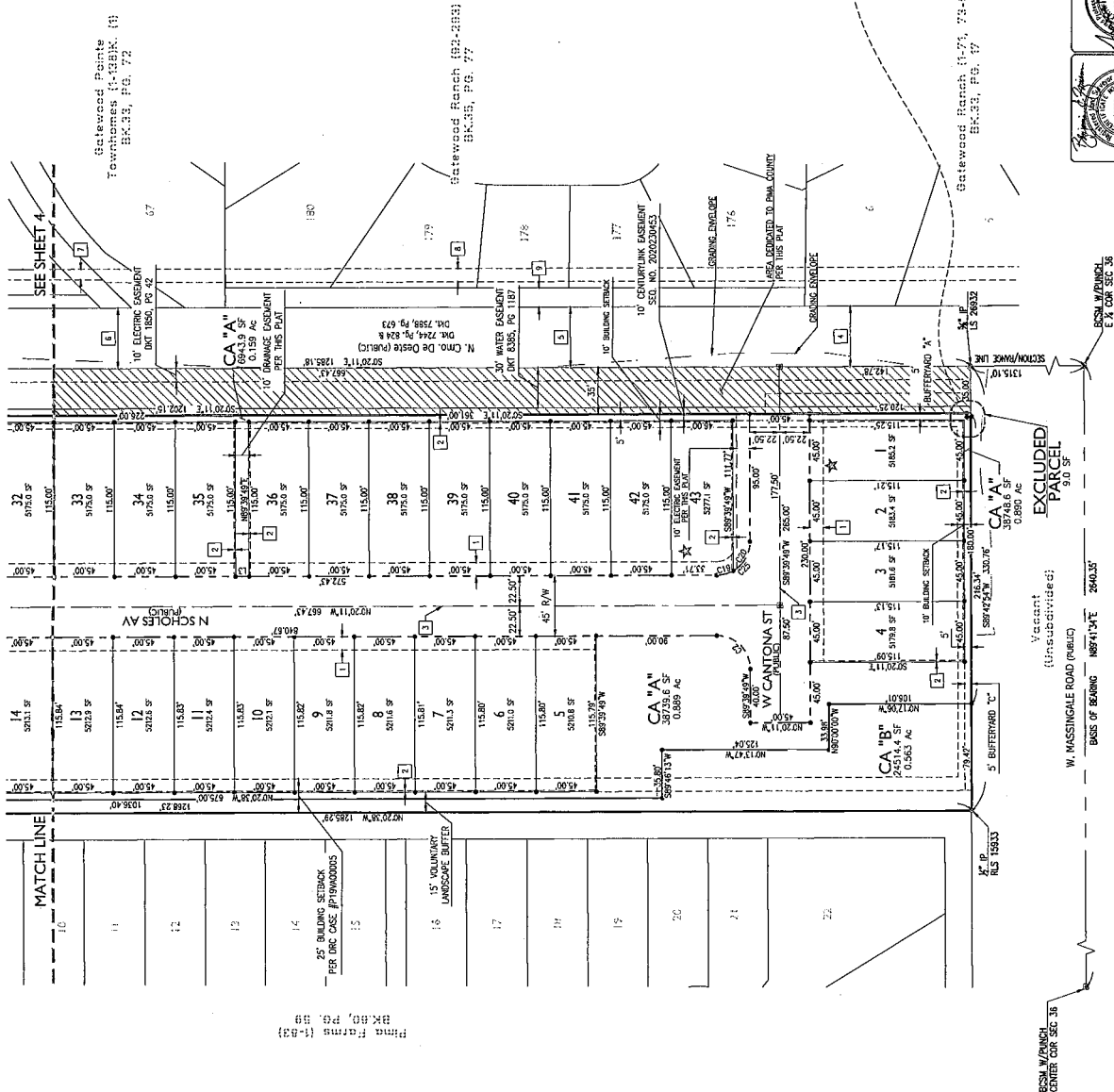


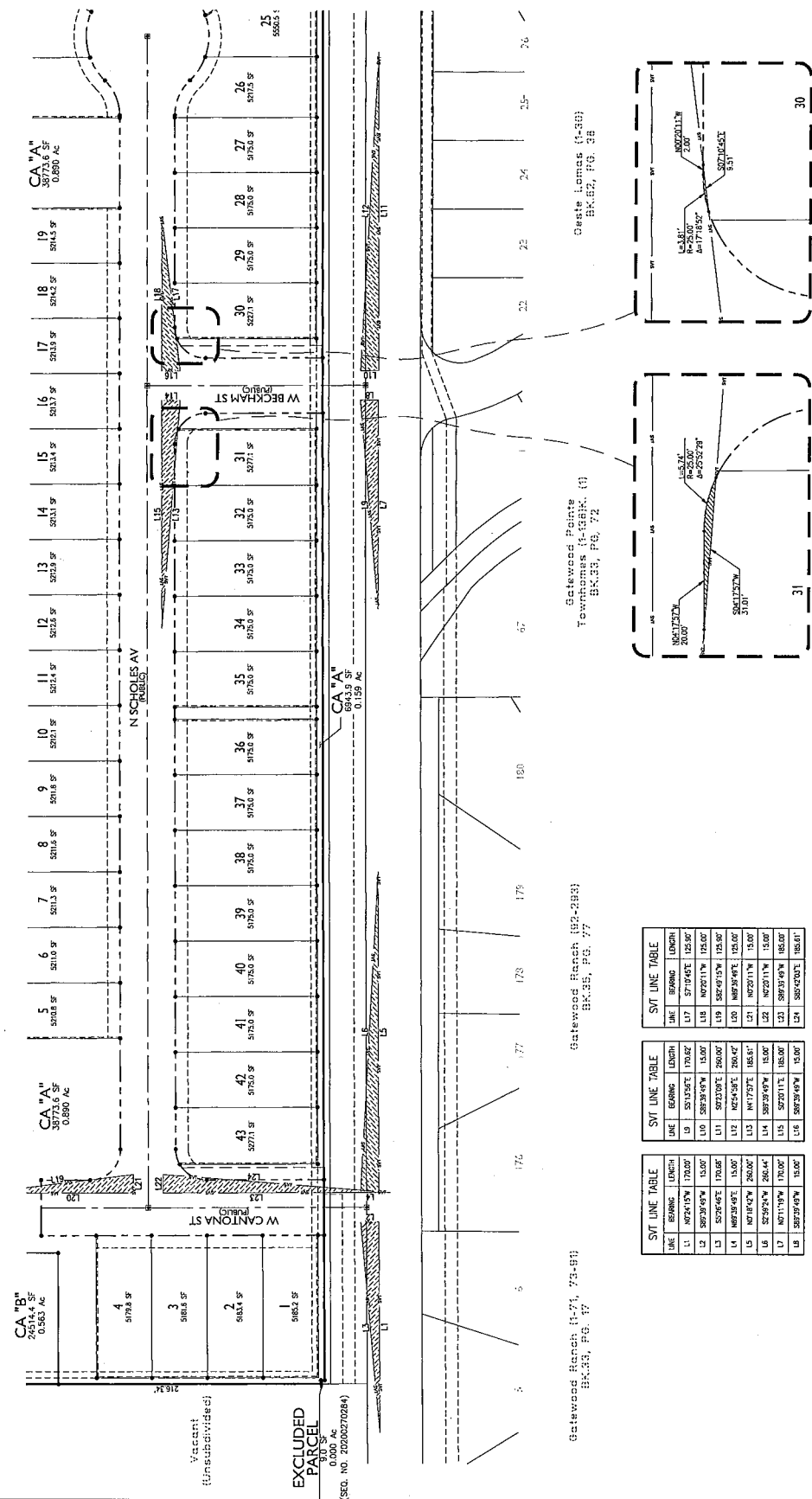
EXCLUDED PARCEL
NOT TO SCALE



P18RZ00012
P19VA00005
P19TP00005

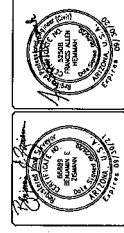
EPS GROUP	Final Price for Northwood Point Lots 1-4 Common Area "A" Functional Open Space, Driveway Public Utilities, Access & Parking (Residential) & Common Area "B" (Public Open Space)	Contract No. FPF02	Sheet No. 2 of 4
Project: 715 N. Thompson Rd., Suite 140 Udell, WI 53091 USGBC, LEED® Silver	Buyer's name(s) of the Northwood Point Section A/B, T12S, R12E, G3&H4 The Northwood Point Association	City: Franklin Lakes, NJ 07636	Date: 05/26/10





SVT LINE TABLE			
LINE	LINE	LENGTH	LENGTH
L16	50133333	170.67	15.00
L17	50275000	170.67	15.00
L18	50395833	170.67	15.00
L19	50516667	170.67	15.00
L20	50637500	170.67	15.00
L21	50758333	170.67	15.00
L22	50879167	170.67	15.00
L23	50999999	170.67	15.00
L24	51120833	170.67	15.00
L25	51241667	170.67	15.00
L26	51362500	170.67	15.00
L27	51483333	170.67	15.00
L28	51604167	170.67	15.00
L29	51725000	170.67	15.00
L30	51845833	170.67	15.00
L31	51966667	170.67	15.00
L32	52087500	170.67	15.00
L33	52208333	170.67	15.00
L34	52329167	170.67	15.00
L35	52450000	170.67	15.00
L36	52570833	170.67	15.00
L37	52691667	170.67	15.00
L38	52812500	170.67	15.00
L39	52933333	170.67	15.00
L40	53054167	170.67	15.00
L41	53175000	170.67	15.00
L42	53295833	170.67	15.00
L43	53416667	170.67	15.00
L44	53537500	170.67	15.00
L45	53658333	170.67	15.00
L46	53779167	170.67	15.00
L47	53900000	170.67	15.00
L48	54020833	170.67	15.00
L49	54141667	170.67	15.00
L50	54262500	170.67	15.00
L51	54383333	170.67	15.00
L52	54504167	170.67	15.00
L53	54625000	170.67	15.00
L54	54745833	170.67	15.00
L55	54866667	170.67	15.00
L56	54987500	170.67	15.00
L57	55108333	170.67	15.00
L58	55229167	170.67	15.00
L59	55350000	170.67	15.00
L60	55470833	170.67	15.00
L61	55591667	170.67	15.00
L62	55712500	170.67	15.00
L63	55833333	170.67	15.00
L64	55954167	170.67	15.00
L65	56075000	170.67	15.00
L66	56195833	170.67	15.00
L67	56316667	170.67	15.00
L68	56437500	170.67	15.00
L69	56558333	170.67	15.00
L70	56679167	170.67	15.00
L71	56800000	170.67	15.00
L72	56920833	170.67	15.00
L73	57041667	170.67	15.00
L74	57162500	170.67	15.00
L75	57283333	170.67	15.00
L76	57404167	170.67	15.00
L77	57525000	170.67	15.00
L78	57645833	170.67	15.00
L79	57766667	170.67	15.00
L80	57887500	170.67	15.00
L81	58008333	170.67	15.00
L82	58129167	170.67	15.00
L83	58250000	170.67	15.00
L84	58370833	170.67	15.00
L85	58491667	170.67	15.00
L86	58612500	170.67	15.00
L87	58733333	170.67	15.00
L88	58854167	170.67	15.00
L89	58975000	170.67	15.00
L90	59095833	170.67	15.00
L91	59216667	170.67	15.00
L92	59337500	170.67	15.00
L93	59458333	170.67	15.00
L94	59579167	170.67	15.00
L95	59700000	170.67	15.00
L96	59820833	170.67	15.00
L97	59941667	170.67	15.00
L98	60062500	170.67	15.00
L99	60183333	170.67	15.00
L100	60304167	170.67	15.00

Final Plan for Northwood Point Lots 1 - 43 Common Area "A" (Functional Open Space, Drainage, Public Utilities, Access & Maintenance) & Common Area "B" (Natural Open Space)	Scale: Centimeter/Jarvisd	Sheet No. 4 of 4
Being a portion of the (Northwest 1/4 of Section 36, T12S, R12E, G43N04 Prime County, Indiana)	DP Project No. 18-333	Date: 05/20/20



P18RZ00012
P19VA00005
P19TP00005

SEQUENCE NUMBER

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS** (Third Party Trust)
[P19FP00009]

THIS AGREEMENT is made and entered into by and between KB Home Tucson, Inc., an Arizona corporation or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201665-T; 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 NORTHWOOD POINT Lots 1-43, Common Area "A" (Functional Open Space, Drainage, Public Utilities, Access & Maintenance) & Common Area "B" (Natural Open Space) recorded in Sequence number _____ on the _____ day of _____, 2020, 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. 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

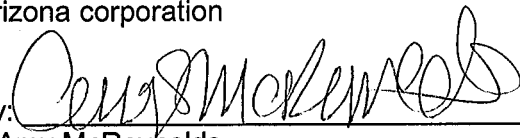
C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

2.17. *Effective Date.* This Agreement is effective on the 21 day of July, 2020, 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

Chairman, Board of Supervisors

By: 
Amy McReynolds
Its: Division President _____

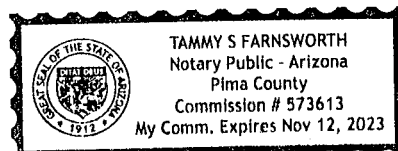
ATTEST:

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)



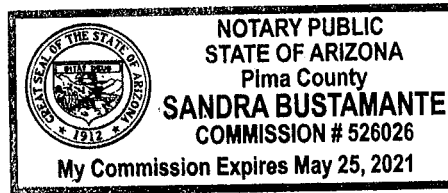
The foregoing instrument was acknowledged before me this 21 day of July, 2020, by Amy McReynolds, as Division President of KB Home Tucson, Inc. ("Subdivider"), an Arizona corporation, on behalf of the corporation.


Notary Public

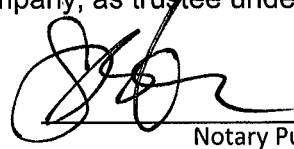
My Commission Expires:

11/12/2023

STATE OF ARIZONA)
County of Pima)



The foregoing instrument was acknowledged before me this 13th day of July, 2020, by Diane L. Sloane, as Trust Officer of Title Security Agency, LLC ("Trustee"), a Delaware limited liability company, on behalf of the company, as trustee under trust number _____.


Notary Public

My Commission Expires:

5/25/2021