

**TOWN OF ORO VALLEY  
ASSURANCE AGREEMENT  
FOR  
COMPLETION OF SUBDIVISION IMPROVEMENTS**

THIS ASSURANCE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a(n) \_\_\_\_\_ as Beneficiary under Trust No. \_\_\_\_\_ (referred to in this Agreement as “Subdivider”); \_\_\_\_\_, a(n) \_\_\_\_\_, as Trustee under Trust No. \_\_\_\_\_ (referred to in this Agreement as “Trustee”); and the Town of Oro Valley, a Municipal Corporation (referred to in this Agreement as “Town”), and the parties agree as follows:

**I.**

**RECITALS**

- 1.01 Assurances may be provided by the placement of the title to the property in trust with a third party escrow agency or trust company authorized and licensed to do business in the State of Arizona.
- 1.02 Pursuant to the Declaration of Trust and Affidavit described in Exhibit “B”, Trustee holds in trust certain parcels of land located in the Town of Oro Valley, Pima County, Arizona as described in Exhibit “A” attached hereto by reference.
- 1.03 This Agreement defines specific terms, conditions and guidelines for compliance with the provisions of A.R.S. Section 9-463.01(C)(8) and Chapter 26, Section 26.6 of the Oro Valley Zoning Code Revised.
- 1.04 In consideration of the Town approving a final plat for the property described in Exhibit “A”, commonly referred to as Subdivision \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Oro Valley Case No. \_\_\_\_\_, the Trustee and Subdivider specifically agree to all the conditions and requirements set forth herein.

## II

### AGREEMENT

- 2.01 Property Description. The property is described in Exhibit “A” attached hereto and as recorded at the Office of the Pima County Recorder, in Sequence Number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and made part of this Agreement.
- 2.02 Assurances. Pursuant to the requirements of A.R.S. Section 9-463.01(C)(8), this Agreement is an assurance for the completion of subdivision improvements including streets, sewer, water, telephone, gas and electric utilities, drainage and flood control improvements and monuments and property corners as described in Exhibit “C” attached hereto by reference. These subdivision improvements are required by the Town of Oro Valley, the improvement standards of the Director of Water, Pima County Wastewater Management Department, gas and electric utilities and state and federal statutes and regulations, which requirements are in effect on the date of execution of this Agreement. The parties shall comply with all applicable federal, state, and local laws, ordinances and regulations.
- 2.03 Limitation on Transfer of Title. The trustee shall not convey title to any property under this Agreement as described in Exhibit “A” without a Release of Assurance signed by the Town Planning & Zoning Director or her designee. The Trustee may act in full faith and reliance upon the Release of Assurance which shall be provided the Trustee by the Town only upon satisfactory completion and formal acceptance by the Town of the required improvements.
- 2.04 Contracts for Sale. The Trustee may enter into contracts for sale of the property described in Exhibit “A”, provided such contracts clearly state that the conveyance of title to the property is subject to a Release of Assurance signed by the Town Planning & Zoning Director or her designee upon satisfactory completion and formal acceptance by the Town of the required improvements prior to conveyance, subject to the limitations provided in this Agreement. The Trustee shall provide the Town with a copy of the form of contract containing the disclosure regarding limitation on the power to convey.
- 2.05 Bulk Sales. The Trustee may sell and convey all of the property described in Exhibit “A” in one transaction to a single purchaser, provided that the purchaser shall have submitted to the Town satisfactory assurances for the required improvements prior to conveyance, subject to the limitations provided in this Agreement.
- 2.06 Conveyance Out of Trust for the Purpose of Encumbrance. The Trustee may convey all or part of the property described in Exhibit “A” to the Subdivider or Beneficiary of the Trust solely for the purpose of encumbering the property by the recording of mortgages or deeds of trust, subject to the limitations of this Agreement, provided the property is immediately re-conveyed into the Trust.

- 2.07 Completion of Improvements. The required improvements shall be completed within two (2) years of the date that the Town Council approved the final plat. This period for completion of improvements may be extended subject to Town Council approval and applicable Town ordinances where Subdivider is prevented from completing the improvements by act of God, strike or similar event or circumstances beyond its control or if such extension is determined to be reasonable and prudent by the Town Council. Any extension granted shall not exceed one (1) year.
- 2.08 Substitution of Assurances. The Subdivider or Trustee, subject to the limitations of this Agreement for the completion of improvements (or, if such time completion of the required improvements has been extended by subsequent agreement of the parties, at any time on or before such extended date for the completion of improvements), may offer Substitute Assurances. Such assurances shall be in a form and amount acceptable to the Town Planning & Zoning Director or her designee and shall not be subject to review and approval by the Town Council.
- 2.09 Inspection and Acceptance of Improvements. The Town may inspect the required improvements to assure satisfactory completion. The Town will not accept dedication of the improvements, release, in whole or in part, of any property subject to the Agreement until the improvements have been satisfactorily completed and accepted by the Town Planning & Zoning Director or her designee.
- 2.10 Partial Release of Assurances. The Town may provide the Trustee with a Release of Assurance for a portion of the lots created by the subdivision plat attached as Exhibit "A", provided that all of the improvements required in connection with such lots have been satisfactorily completed and accepted by the Town Planning & Zoning Director or her designee and provided such improvements can be used and maintained separate from the improvements required for the balance of the subdivision plat.
- 2.11 Failure to Complete Improvements. In the event Subdivider fails to complete required improvements within the specified two (2) years unless an extension is granted by the Town, subject to the limitations of this Agreement, the parties agree that the Town may initiate a process to re-plat that portion or portions of the property described in Exhibit "A" for which the improvements have not been satisfactorily completed. The purpose of such plat initiated by the Town is to return the property to approximately the same boundary configurations of record existing before recording of the subdivision plat described in Exhibit "A".

Prior to re-platting any portion of the property for which improvements have not been completed, the Town shall provide the Trustee and Subdivider thirty (30) days written notice of the Town's intent to re-plat. The notification shall be sent by first class mail, shall be deemed received upon mailing and shall be sent to the following addresses:

**TRUSTEE**

**SUBDIVIDER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Trustee and Subdivider, as record owner and subdivider, respectively, agree that they will execute such plat returning relevant portions of the property to approximately the same boundary configuration of record existing before recording of the plat described in Exhibit "A".

**THIS AGREEMENT SHALL BE VALID UPON EXECUTION BY ALL PARTIES.**

**TRUSTEE:**

**DEVELOPER / SUBDIVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
a(n) \_\_\_\_\_  
as Trustee under Trust No. \_\_\_\_\_  
only and not in its corporate capacity

\_\_\_\_\_  
\_\_\_\_\_  
a(n) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Name  
AS: \_\_\_\_\_  
Title

BY: \_\_\_\_\_  
Name  
AS: \_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged him / herself to be the Trust Officer of \_\_\_\_\_ a(n) \_\_\_\_\_, as Trustee under Trust No. \_\_\_\_\_ only and not otherwise, and that he / she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself / herself as such officer.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_,  
of \_\_\_\_\_.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**TOWN OF ORO VALLEY**  
A Municipal Corporation

\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Standish, Town Clerk

\_\_\_\_\_  
Tobin Sidles, Legal Services  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

Lots \_\_\_\_\_  
and Common Area(s) \_\_\_\_\_  
of \_\_\_\_\_,  
according to the plat records in the Office of the County Reorder of Pima County Arizona,  
recorded in Sequence Number \_\_\_\_\_.



**EXHIBIT "C"**

Subdivision: \_\_\_\_\_,  
Lots \_\_\_\_\_  
and Common Area (s) \_\_\_\_\_

OV Case No.: \_\_\_\_\_

Trust No.: \_\_\_\_\_

The following improvements and conditions are made a part of the attached Assurance Agreement:

1. Paving, grading and drainage improvements included in \_\_\_\_\_
2. A public water system satisfactory to the Oro Valley Water Company.
3. A sanitary sewer satisfactory to Pima County Wastewater Management.
4. A telephone distribution system satisfactory to Centurylink Communications.
5. An electric distribution system satisfactory to Tucson Electric Power Company.
6. Fire hydrants and other fire appurtenances satisfactory to the Golder Ranch Fire Department.
7. A natural gas distributions system satisfactory to Southwest Gas Corporation (if gas is being utilized in the subdivision).
8. Utility trenches and civil appurtenances satisfactory to the using facilities.
9. Installation of all street signs and striping.
10. The Professional Engineer of Record shall certify, in writing, that all improvements, whether private or public, have been constructed, placed, installed, etc. in substantial conformance with the approved plans for this development. Certifications, in writing, are to be received by the Town Planning & Zoning Director of the Town of Oro Valley and the Oro Valley Water Utility Department.
11. The Soils Engineer of record or other Registered Professional Civil Engineer with expertise in the areas of soils engineering shall certify, in writing, that all materials utilized on this development are in conformance with the accepted plans and specifications for this development. Certifications, in writing, are to be received by the

Town Planning & Zoning Director of the Town of Oro Valley prior to the request for building permits and/or final inspection and the release of assurances.

12. The Soils Engineer of Record or other Registered Professional Civil Engineer with expertise in the area of Soil Engineering shall certify in writing that all soils operations for this development were performed in accordance with the recommendations as set forth in the \_\_\_\_\_, and any amendments thereto by \_\_\_\_\_, Job No. \_\_\_\_\_ dated \_\_\_\_\_. Certification in writing, is to be received by the Town Planning & Zoning Director of the Town of Oro Valley prior to the request of any building permits and/or final inspection and the release of assurances.
13. As-built drawings shall be provided to the Town of Oro Valley Development and Infrastructure Services Department prior to full release of assurances. As-built drawings shall be provided to the Town of Oro Valley Water Utility Department prior to the release of any water meters.