2021-07436

Page 1 of 4

Requested By: CITY OF SIERRA VISTA

David W. Stevens - Recorder

Cochise County , AZ

03-18-2021 03:22 PM Recording Fee \$15.00

RESOLUTION 2021-016

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY GRANTING APPROVAL OF THE FINAL PLAT FOR THE HOLIDAY AT PDS PHASE 5B, LOTS 30-59 AND ACCEPTING THE SUBDIVIDER'S AGREEMENT AND IMPROVEMENT SECURITY; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, Section 151.19.004 of the City Code requires a final plat in full compliance with the provisions of the Code to be submitted and approved; and

WHEREAS, Section 151.19.005, *Improvement Security*, requires the Developer to provide a Subdivider's Agreement and an Improvement Security Guaranty Agreement (hereafter known as associated documents) for proposed public improvements to be submitted and accepted;

WHEREAS, in accordance with the provisions of Article 151.19 of the City Development Code, the developer of the Holiday at PDS subdivision, Phase 5B, Lots 30-59, has submitted a final plat and associated documents; and

WHEREAS, the final plat and all associated documents were reviewed by the City Staff and found to conform to all appropriate provisions of the City Code and Zoning Ordinance; and

WHEREAS, the Development Review Committee approved the final plat on March 3, 2021; and

WHEREAS, it is the policy of the City of Sierra Vista to only approve those plats which: a) provide for the orderly growth and harmonious development of the City of Sierra Vista; b) secure adequate traffic circulation through a coordinated street system in relation to major thoroughfares, adjoining subdivisions and public facilities; c) achieve individual property lots with optimum utility and livability; d) secure adequate provision for water supply distribution, drainage and flood control, sanitary sewerage, street lights and other health and safety requirements; and f) conform to all applicable provisions of the City Code and Zoning Ordinance; and

WHEREAS, approval of this resolution reaffirms established policy, granting approval of final subdivision plats.

RESOLUTION 2021-016 PAGE ONE OF TWO

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of approving final subdivision plats, be, and hereby is, reaffirmed.

SECTION 2

That the final plat for Holiday at PDS, Phase 5B, Lots 30-59 be approved and that the Subdivider's Agreement and Improvement Security Guaranty Agreement, be, and hereby are, accepted.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY

OF SIERRA VISTA, ARIZONA, THIS 11TH DAY OF MARCH 2021.

FREDERICK W. MUELLER

Mayor

ATTEST:

JILL ADAMS City Clerk APPROVED AS TO FORM:

NÁTHAN WILLI City Attorney

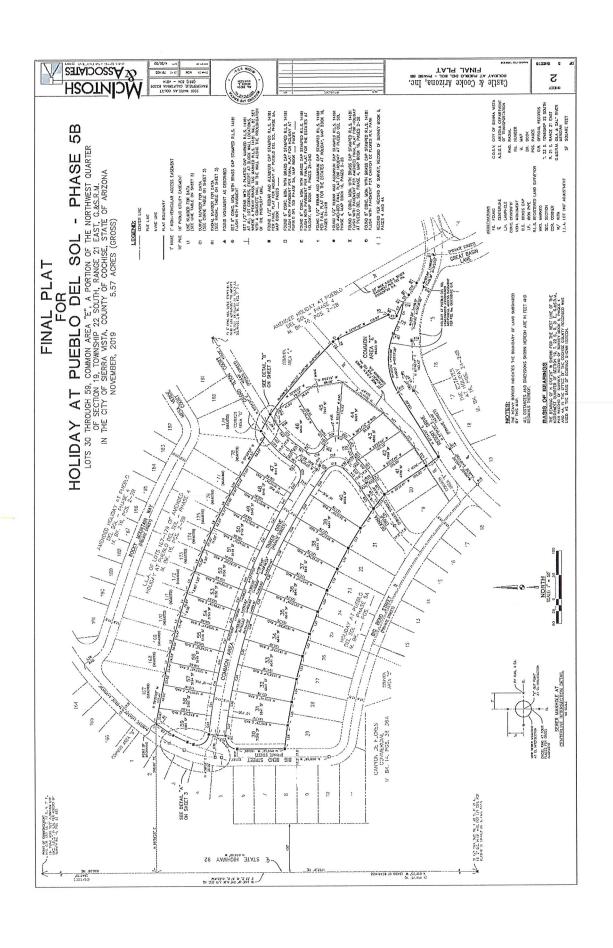
PREPARED BY: Jeff Pregler,

Senior Planner

RESOLUTION 2021-016 PAGE TWO OF TWO

EXHIBIT A

K	Constitution Cons		CC 9 ORECTS CASCILLE PROCEDY AT PREAD OR DELAT. CASSILLE & COOKE ATIZORS, INC.
FINAL PLAT	HOLIDAY AT PUEBLO DEL SOL - PHASE 5B LOTS 30 THROUGH 59, COMMON AREA "E", A PORTINO OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 21 EAST, G.&S.R.M. IN THE CITY OF SIERRA VISTA, COUNTY OF COCHHIES, TSTATE OF ARIZONA LEGAL DESCRIPTION: LEGAL	555EP 5	BASIS OF BEARINGS THE BLANCE OF BOTA'S TO SHORN FOR HE WEST LINE OF THE REPONDENCE CHART RECORDED WE USED AS THE BLANCE OF BLANCE OF THE COTION OF SHAPT, RECORD OF SHAPT FOR THE BLANCE OF THE COTION OF SHAPT FOR THE BLANCE OF THE COTION OF SHAPT FOR THE BLANCE OF THE COTION OF SHAPT FOR THE BLANCE OF THE BLAN
APPROVAL: 1, ALL ADMAS CLERK OF THE CITY OF SERRA VISTA, DO HERBY CERTEY HAT THE SHAT, WAS APPROVED BY THE MAYOR AND CITY COLNOL OF THE CITY OF SHERA VISTA, ARRZANA, ON THIS DAY. 70	ECLUR PECORDING DATA. SIALT OF ARZON SIALT OF ARZON COUNTY OF COCHE FIET Y FIET Y FIET Y FIET SIALT OF SIERRA, NSTA, FIET SIALT OF SIERRA, SIALT OF SIERRA, SIALT FIET SIALT OF SIERRA, SIALT OF SIERRA, SIALT OF SIERRA, SIALT FIET SIALT OF SIALT	SUBDIVIDERS CETITIES/ALION SUBDIVIDERS CETITIES/ALION I REEST CERFY NA. THIS PAST, CONSTRUCT OF THREE SHEETS, REFERSTOR SUBJIVIOUS MADE SHIEL OF WARDS MY DESCRIPE CORRECTLY SUBJIVIOUS MADE SHIEL OF WARDS MY DESCRIPE CORRECTLY COCHAETS STALL OF AR COTA SUBJIVIOUS AR COTA SUBJIVIOUS COCHAETS SET OF SUBJIVIOUS TO SEE ME. SHIEL OF THE WARDS MY DESCRIPE AND ACCOUNTED OF THAT HE'SEE SUBJIVIOUS OF THE WARDS MY SHIEL MY SHIEL MY SHIEL OF THE SHIEL MY SHIEL MY SHIEL OF THE SHIEL OF THE SHIEL MY SHIEL OF THE SHIEL MY SHIEL OF THE SHIEL MY SHIELD SHIELD SHIEL OF THE SHIEL MY SHIELD SH	PREPARED FOR: COMMISSION DEPRESS W. COMMISSION DEPARTMENT
DEDICATION: WE, THE UNDESIGNED DIMERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREOV.	THE DE FURTHER ANDER ALL DESTA TO CONTROL WAS AND SERBOUNDER HID THE NUMBER OF THE ASSESSMENT AND SERBOUNDER AN	CONTIL & CODOR ARIZONA, BIC., AN ARIZONA CORPORATION RICHARD S. CCFHAM VACEPTED AND APPROVED BY WELLS FAROD BANK, MATIONAL ASSOCIATION, AS ACKEPTED AND APPROVED BY WELLS FAROD BANK, MATIONAL ASSOCIATION, AS ALMARISMANIA AREAL, AS RESEDANT UDERS REED OF TRUST RECORDED JANUARY 31, TAME THE UARIE STATE OF ARIZONA STATE STATE OUR TO COLORISE COLORISE COLORISE COLORISE COLORISE AND ARIZONA STATE OUR TO COLORISE AND ARIZONA STATE OUR TO COLORISE COLORISE COLORISE AND ARIZONA STATE OUR TAMES THE ARIZONA STATE OUR THE ARIZONA STATE OUR TAMES THE ARIZONA STATE OUR THE ARIZONA STATE OUR TAMES THE ARIZONA STATE	RESEARCH TO AND THE TOTAL TOTA



2021-07434
Pase 1 of 4
Requested By: CITY OF SIERRA VISTA
David W. Stevens - Recorder
Cochise County , AZ
03-18-2021 03:22 PM Recording Fee \$15.00

SUBDIVIDER'S AGREEMENT

WITNESS THIS AGREEMENT, made and entered into this ______day of _______, 202, by and between , _Castle & Cooke Arizona, Inc_ hereinafter referred to as Subdivider, and the City of Sierra Vista, hereinafter referred to as City.

WITNESSETH:

WHEREAS, Subdivider intends to subdivide certain lands located in the <u>Northwest quarter</u> of Section 19, Township 22 South, Range 21 East, of the Gila and Salt River Base and meridian, Cochise County, State of Arizona, more particularly described and shown on that certain plat known as the <u>Holiday at Pueblo Del Sol – Phase 5B</u>, a copy of which is attached hereto, and by reference thereto, made a part hereof; and

WHEREAS, Subdivider has presented said subdivision plat to the City for approval which, upon approval thereof, shall be filed with the County Recorder; and

WHEREAS, Subdivider intends to proceed with the development of said lands upon approval and recordation of said plat by the City in accordance with Chapter 151 of the City Code of the City of Sierra Vista, and to comply with Section 151.19.006 thereof, Subdivider must provide security to assure performance; and

WHEREAS, Subdivider has provided security by either; (1) posting of a performance bond, (2) establishing a cash trust, said funds to be deposited with the City to the credit of the Subdivider, (3) depositing with the City a certificate of deposit issued by a banking institution authorized to issue same, (4) filing with the City an executed contract of guaranty between the City and a trust company, banking institution, or other financial institution authorized to enter into such contracts, or (5) a Third Party Trust Agreement; and

WHEREAS, the amount of said security shall be based on a cost estimate prepared by a registered professional civil engineer in an amount to cover the completed installation of the improvements; and

WHEREAS, the estimate has been submitted as required to the Director of Community Development of the City of Sierra Vista for approval as to the amount, prior to final plat approval by the City Council of the City of Sierra Vista.

NOW, THEREFORE, in consideration of the covenants and promises of the parties hereinafter set forth and other valuable considerations, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1. This agreement, together with the security provided herewith in the form of a improvement security guaranty agreement, in accordance with Section 151.19.006 of the City Code, is acceptable to the Director of Community Development of the City of Sierra Vista in the amount of \$53,152. Security is attached hereto and therefore made a part thereof.
 - In general terms, the improvements contemplated include: Sewerage facilities, drainage facilities, utilities, and street lights.
- 2. Subdivider has or will employ a contractor or contractors to construct said subdivision improvements, pursuant to the accompanying plat and the respective improvement plans and specifications of said Subdivision as submitted to the City, and as approved by the Director of Community Development of the City of Sierra Vista.
- 3. The Subdivider agrees to construct and complete all the subdivision improvements required of this development within two (2) year from the approval of the final plat by the City Council of the City of Sierra Vista. Said completion date may be extended by the City at its discretion upon written request of the Subdivider if evidence of reasonable cause for delay is presented to the Director of Community Development.
- 4. Subdivider agrees that upon thirty (30) days written notice from the City of his failure to perform in accordance herewith, the City may take any action necessary under the terms of the security arrangement to assure completion of the improvements contemplated hereby.
- 5. The City agrees that it will accept for maintenance all subdivision improvements contemplated by this agreement and release the security, subject to the two-year guarantee, upon satisfactory completion of said improvements and approval thereof by the City, and upon the submittal of (1) as-built improvement plans, (2) two-year guarantee from the contractor(s) and subdivider, and (3) an affidavit regarding settlement of claims, (4) and a security in the amount of \$200 per lot to substantiate the validity of the two-year guarantee.

Subdivid	er's	Agre	ement
Ducaria			CILICIA

<u>Holiday at Pueblo Del Sol – Phase 5B</u> Subdivision, Lots **3 D** - 59 (total 30)
Page 3

IN WITNESS WHEREOF, the parties hereto executed this agreement the day and year first above written.

SUBDIVIDER: Richard S. Coffman TITLE President TITLE Senior Vice President STATE OF ARIZONA COUNTY OF Cochise This instrument was acknowledged before me this 17th day of December, 2020, by My Commission expires on: CITY OF SIERRA VISTA Director of Community Development APPROVED AS TO FORM: ATTEST:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	·
County of Kern	
•	D. Davier
On December 31, 2020 before	ore me, D. Bavier , Notary Public,
	(here insert name and title of the officer)
personally appeared <u>Laura Whitaker</u>	
	ctory evidence to be the person(s) whose name(s) is/are
	knowledged to me that he/she/they executed the same in
or the entity upon behalf of which the person(s	by his/her/their signature(s) on the instrument the person(s),
or the straty aport borian of which the person to	y dotod, exceded the metallions.
	der the laws of the State of California that the foregoing
paragraph is true and correct.	
WITNESS my hand and official seal.	
William and official scal.	
1/8///	(Seal)
Signature	•



2021-07435
Pase 1 of 7
Requested By: CITY OF SIERRA VISTA
David W. Stevens - Recorder
Cochise County + AZ
03-18-2021 03:22 PM Recording Fee \$15.00

IMPROVEMENTS SECURITY GUARANTY AGREEMENT

BOND NO.: <u>6213000681</u> PREMIUM: <u>\$797.00</u>

THIS AGREEMENT made and entered into this ______ day of ______ day of ______ by and among ______ united States Fire Insurance Company hereinafter referred to as Guarantor; CASTLE & COOKE ARIZONA, INC., subdivider and Developer of that certain subdivision of Cochise County, Arizona, known as Final Plat for Holiday at Pueblo Del Sol – Phase 5B.

Subdivision hereinafter referred to as Subdivision; and the CITY OF SIERRA VISTA, ARIZONA, a municipal Corporation, hereinafter referred to as the City.

WITHNESSETH:

WHEREAS, Subdivider has caused improvements plans and specifications to be prepared and submitted to the City of Sierra Vista, State of Arizona, through its Department of Community Development pertaining to a proposed Subdivision with the City of designated as **Final Plat for Holiday at Pueblo Del Sol – Phase 5B** Subdivision; and

WHEREAS, in order to insure the proper installation of Subdivision improvements as required by Chapter 151 of the Sierra Vista Code and to comply with Section 151.19.006 thereof, which requires that the Subdivider shall provide security for filing with the City, or other financial institution authorized to enter into such contracts; and

WHEREAS, in accordance with said Section aforesaid, the amount of said Contract of Guaranty shall be based on a accost estimate prepared by a registered professional civil engineer in an amount to cover the completed installation of the improvements, and in this regard, said cost estimate prepared by a registered professional civil engineer is in the amount of <u>Fifty Three</u> Thousand, One Hundred Fifty Two dollars and no/100 (\$53,152);

and

WHEREAS, this Contract of Guaranty and the cost estimate herein above referenced are required to be submitted to the Director of Community Development of the City for approval of the amount said security prior to the final plat approval by the City, as provided in said Section 151.19.006 and, in this regard, provision for said approval is made herein; and

WHEREAS, Subdivider plans to subdivide and develop said subdivision in conjunction with and operating through <u>United States Fire Insurance Company</u> as Guarantor; and

WHEREAS, Subdivider declares and hereby gives notice to the City that the Completion date of said Subdivision improvements as more particularly described in the plan and accompanying improvement plans and specifications of said <u>Final Plat for Holiday at Pueblo Del Sol – Phase 5B</u> Subdivision, as submitted to said City, shall be on or before the expiration of one (2) year(s) following the date of recordation of the final plan of the Subdivision.

NOW, THEREFORE, in consideration of the covenants and promises of the parties hereinafter set forth and other valuable considerations, the adequacy of which is hereby acknowledged the parties hereto as follows:

- Subdivider has or will employ a contractor or contractors to make said Subdivision improvements as contemplated to be secured by Chapter 151, pursuant to the plat and accompanying improvement plans and specifications of said <u>Final Plat for Holiday at Pueblo Del Sol Phase 5B</u> Subdivision, as submitted to said City and approved by said City.
- 2. In consideration of the City's accepting the promise of the Subdivider to make and complete all required improvements within one (2) year(s) from the recordation of the final subdivision plat, and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby agrees that is, for any reason whatsoever, the Subdivider does not perform full and completely the said agreement to guaranty hereby created shall become absolute and the Guarantor shall be primarily liable unto the City for payment of any amount required for the completion of the improvements in an amount not to exceed Fifty Three Thousand, One Hundred Fifty Two dollars and no/100 (\$53,152), upon written demand by the City. Said completion date may be extended by the City at the discretion upon written request of the Subdivider or the Guarantor.
- 3. Said Guarantor hereby certifies that it is fully authorized by law and its corporate records to become a guarantor in the manner indicated above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

United States Fire Insurance Company

Joshua Sanford, Attorney in-Fact

Company

Guarantor

CASTLE & COOKE ARIZONA, INC.

Richard S. Coffman, Senior Vice President

CASTLE & COOKE CALIFORNIA, INC

Laura Whitaker, President

ARIZONA

BY:

BY: Vicuvice

) ss. COUNTY OF COCHISE , before me, Diane L. Karada , Notary Public, On December 17, 2020 personally appeared Richard S. Coffman AND personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument DIANE LESLEY KAWADA NOTARY PUBLIC - ARIZONA COCHISE COUNTY COMMISSION #591270 the person(s), or the entity upon behalf of which the person(s) acted, executed the COMMISSION EXPIRES OCTOBER 20, 2024 instrument. My Commission Expires: 10/20/24 APRROVED AS TO AMOUNT THE CITY OF SIERRA VISTA Director of Community Development Mayor

STATE OF ARIZONA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

			•
	State of California		
	County of Kern		
	On December 31, 2020 before me,	D. Bavier (here insert name and title of the	Notary Public,
	personally appearedLaura Whitaker	•	
	who proved to me on the basis of satisfactory exsubscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/or the entity upon behalf of which the person(s) acted	dged to me that he/she/they her/their signature(s) on the in:	executed the same in
/	I certify under PENALTY OF PERJURY under the paragraph is true and correct. WITNESS my hand and official seal.	e laws of the State of Californ	rnia that the foregoing
	Signature	(3	Seal)



NOTARY ACKNOWLEDGMENT OF SURETY:

State of	f Connecticut			
County	of <u>Hartford</u> ss.			
undersi (or sati	s the 18th day of December igned officer, personally apposfactorily proven) to be the peted States Fire Insurance Company ecuted the same as the act of	eared <u>Joshua Sanf</u> erson whose nam	ord	known to me orney-In-Fact
Signatu Date Co Brenda	ess whereof I hereunto set many me of Notary Public ommission Expires: February in Fletcher. Name of Notary AN FLETCHER 20 B.1C - CT 180835 Notary Expires Feb. 28, 2025			

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

79560

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Aimee R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Jenny Rose Belen Phothirath, Joshua Sanford Mercedes Phothirath Samuel E. Begun, Melissa J. Stanton, Lorina Monique Garcia, Nicholas Turceamo, Michelle Anne McMahon,

cach, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars** (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey}
County of Morris }

Anthony R. Slimowicz, Executive Vice President

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC OF NEW JERSEY 11 MK, COMMISSION EXPIRES 3/25/2024 No. 2163686

Sonia Scala

(Notary Public)

Deala

I, the understand officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a sulf, நம் தோசேorrect copy is still in force and effect and has not been revoked.

JAWITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18th day

of December, 2020

UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

ARIZONA ENDORSEMENT INSURANCE PRODUCER IN ACCORDANCE WITH HB 2342

PLEASE READ CAREFULLY, THIS ENDORSEMENT CHANGES THE POLICY.

Bond Number: 6213000681

Your Agency and Agent / Producer for this policy is:

Agency: Willis Towers Watson Insurance Services West, Inc.

Agent / Producer: Carlos Albelo

Address: 920 Memorial City Way, Suite 500 Houston, TX 77024

Phone: 713-625-1166

All other terms and conditions of this policy shall remain unchanged. This endorsement forms a part of the policy number referenced above.