

RESOLUTION NO. 2022-1218

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, TO CONDITIONALLY ACCEPT THE STREETS AND PUBLIC INFRASTRUCTURE IMPROVEMENTS IN PHASE THREE OF THE HERITAGE POINTE SUBDIVISION.

WHEREAS, the Mayor and Town Council of the Town of Chino Valley (the “Town Council”), approved a final plat entitled “Heritage Pointe Phase One” on December 8, 2020; and

WHEREAS, the Town Council approved a final plat entitled “Heritage Pointe Phases Two, Three and Four” on May 25, 2021; and

WHEREAS, the developer of Heritage Pointe, Sage Land Holdings, LLC, an Arizona limited liability company (the “Developer”), dedicated to the Town the streets and public infrastructure improvements generally located at West Road 4 North and Dillon Boulevard; and

WHEREAS, on or about June 23, 2022, the Town’s Public Works Department completed an inspection of the streets and public infrastructure improvements in Phase Three of the Heritage Pointe Subdivision generally located at West Road 4 North and Dillon Boulevard, and depicted on the map attached hereto as Exhibit A and incorporated herein by reference (the “Improvements”), and found the Improvements to be in substantial compliance with the approved plans and specifications; and

WHEREAS, section 5.4(C)(7) of the Unified Development Ordinance of the Town of Chino Valley requires developers to provide a two-year warranty against defective materials and workmanship when public infrastructure improvements for a subdivision are accepted by Town Council for maintenance and operation, and Developer has provided such warranty, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the “Warranty”); and

WHEREAS, the Town Council desires to conditionally accept the Improvements subject to the Warranty (the “Conditional Acceptance”); and

WHEREAS, the Town Council acknowledges that the two-year warranty period will commence upon Conditional Acceptance of the Improvements by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Improvements are Conditionally Accepted.

SECTION 3. The Warranty is hereby accepted.

SECTION 4. The Town is hereby directed to commence maintenance and operation of the Improvements subject to the Warranty and the Unified Development Ordinance of the Town of Chino Valley.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 12th day of July, 2022.



Jack W. Miller, Mayor

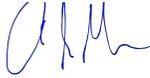
ATTEST:



Erin N. Deskins

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:



Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2022-1218 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 12, 2022, and that quorum was present thereat and that the vote thereon was 7 ayes and 0 nays and 0 abstentions. 0 Council members were absent or excused.

Erin N. Deskins

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2022-1218

[Map of Streets and Public Infrastructure Improvements]

See the following page.

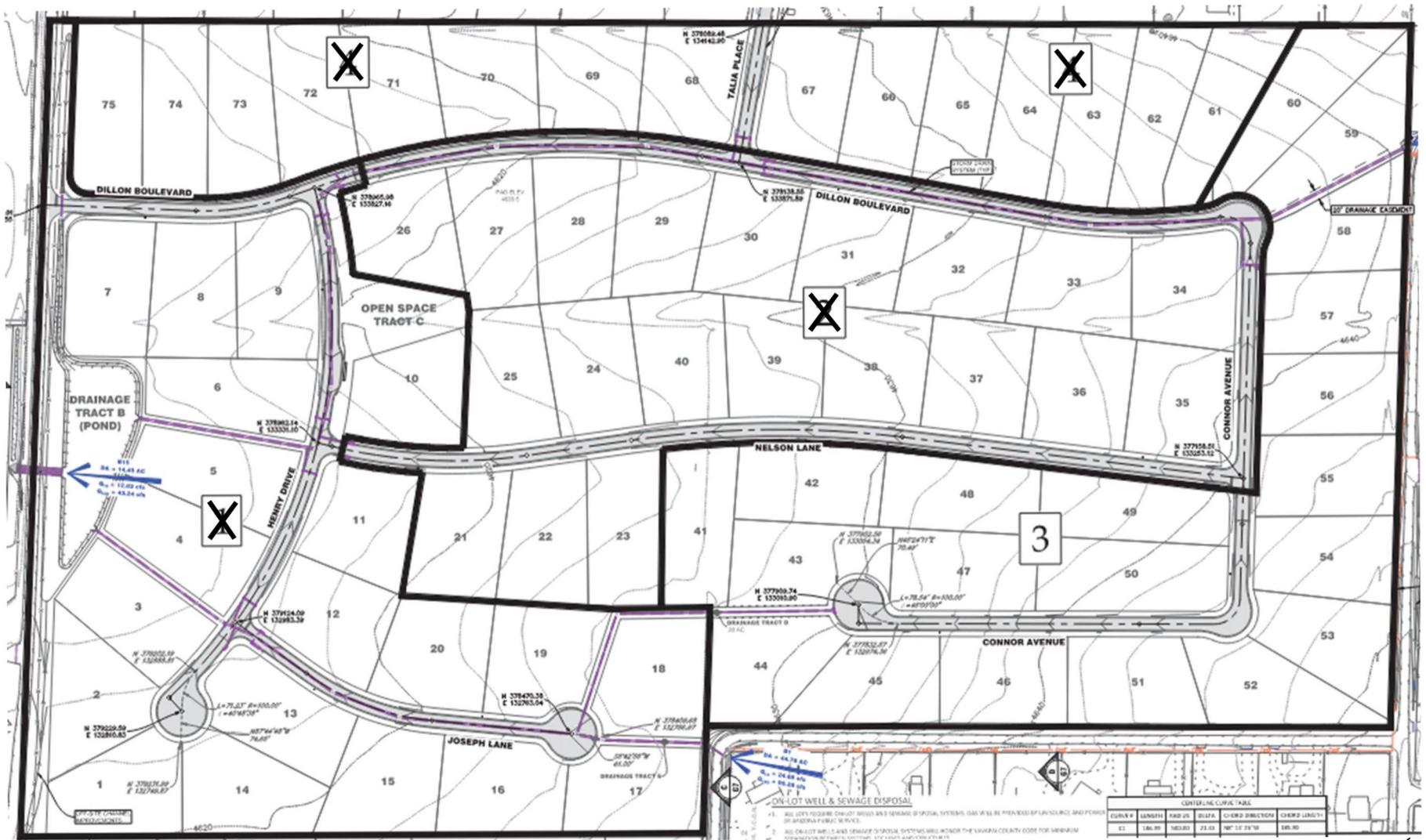


EXHIBIT B
TO
RESOLUTION NO. 2022-1218

[Developer's Warranty]

See the following pages.



8700 E. Via De Ventura, Suite 350
Scottsdale, AZ 85258
Main (480) 305-5319
Fax (480) 829-7506

06-23-2022

Development Services
Town of Chino Valley
1982 Voss Dr
Chino Valley, AZ 86323

RE: Two Year Warranty Letter - Heritage Pointe – Phase 3

Mr. Frank Marbury:

Developer is in receipt of the Notice of Substantial Completion letter regarding the Town requirements for improvements acceptance dated June 23rd, 2022.

Town Maintained Improvements:

Notice is hereby given that the work has been completed in accordance with Permit #2021101, #21-11 within public rights-of-way or easements in the Town of Chino Valley, Arizona generally described as Heritage Pointe, Phase Three which includes the following improvements – stormwater disposal, concrete and paving. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to the issuance of conditional acceptance and the official beginning of the two (2) year warranty period. Developer and its contractors will be responsible against defective materials and workmanship during the warranty period. A warranty inspection by the Town of the improvements will be performed no later than 60 days prior to the end of the warranty period to provide sufficient time for any corrections. Once any warranty deficiencies or workmanship corrections are completed and accepted, the Town will provide a Warranty Completion & Acceptance letter to Developer relieving Developer and contractors of any further obligations for the improvements.

Non-City Maintained Improvements:

Public Works Inspections has checked all non-town maintained improvements and found them to be in substantial compliance with approved plans and specifications. Non-Town maintained improvements constructed as part of this project to be maintained by property owners and homeowners' association and are not subject to the two-year warranty.

Let me know if you have any questions.

Respectfully,
Sage Land Holdings, LLC

Craig Helsing

Craig Helsing
Director of Land Acquisition & Development

Cc: Heritage Pointe Phase 3

Michael Brown
Timothy Morris
Robert Smeriglio