

*Title:

*Discussion:

*Conclusion:

*Fiscal Impact:

1

N/A

N/A

N/A

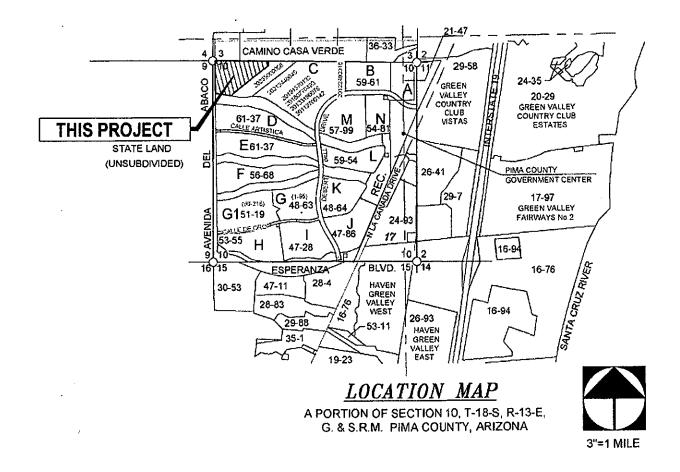
BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 8/19/2024

*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A". FINAL PLAT (P24FP00007) LAS CAMPANAS, BLOCK C PHASE IV LOTS 241 THRU 277 AND COMMON AREA 'B' *Introduction/Background: FINAL PLAT PROCESS TO CREATE LEGALLY SUBDIVIDED PROPERTY *Recommendation: STAFF RECOMMENDS APPROVAL *Board of Supervisor District: **√** 4 2 3 5 All Telephone: 724-6490 Department: DEVELOPMENT SERVICES Telephone: 724-6490

Contact: THOMAS DRZAZGOWSKI Department Director Signature: Deputy County Administrator Signature: County Administrator Signature:



P24FP00007 LAS CAMPANAS, BLOCK C PHASE IV LOTS 241 THRU 277 COMMON AREA 'B'

WE HEREBY DEDICATE TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS, UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MANITEMANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS.

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPOTED THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, ION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL.

ALL COMMON AREAS AS SHOWN HEREON AND PRIVATE DRAINAGEWAYS, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL DWARERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR QUESTS AND INVITEES, MOJECKEPT FOR DIAMACREWAYS) ARE CRANTED AS EASTMENTS TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPAGES FOR THE CRESS, INSTALLATION CONSTITUTION, MAINTERNACE, AND REPLACEMENT OF ARBOYSEGORD AND CAPEGROOND UTILITIES AND PUBLIC SEWER SYSTEMS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET TOOM AT PAGE 1814, AREADED IN DOCKET 10074 AT PAGE 1814, AREADED IN DOCKET 10112 AT PAGE 1911, RECORDED IN DOCKET 1011012 AT PAGE 1911, RECORDED IN DOCKET 1109 AT PAGE 1414, RECORDED IN DOCKET 1109 AT PAGE 2058, RECORDED IN DOCKET 1109 AT PAGE 2058, RECORDED IN SECURITY 1207 AT PAGE 2058, RECORDED IN SECURITY 1207 AT PAGE 1915, RECORDED IN SECURITY 1207 AT PAGE 1915, RECORDED IN SECURITY 1207 AT PAGE 2015 RECORDED IN SECURITY 1207 AT PAGE 2016 RECORDED IN SECURITY 1207 AND AREADED IN SECURITY 1207 AND AREADED IN SECURITY 1207 AND EVERY AND EVERY 1207 AND EVERY 1207

IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL MAINTENANCE, AD VALOREM TAXES AND LABILITY OF ALL PRIVATE DRAIMAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201749R, AS TRUSTEE QNLY AND NOT OTHERMISE

RENEFICIARY OF TRUST No. 201748R BENEFICIARY OF TROS TWO 201746X LAS CAMPANAS LAND HOLDINGS, ELC. 405 W. YORTOLITA MT. CIR. ORO VALLEY, AZ 85755

ACKNOWLEDGEMENT

STATE OF ARIZONA) FEE _____)SS COUNTY OF PIMA) . No._____

DON'THIS, THE A" DAY OF JULY 2024, BEFORE ME, THE UNDERSIGNED WHO AGKNOWLEDGED PERSONALLY AFFEARED. WHO AGKNOWLEDGED LAW SELF TO BE THE TRUBST OF HEDER OF TITLE SECURITY AGENCY, LLC, A DELAWAGE LAWTED LABILITY COMPANY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOON G INSTRUMENT FOR THE PURPOSE LIGHTER.

LI 1/1/2016
WY COMMISSION REPIRES: NOTARY PUBLIC.



ASSURANCES

ASSURANCES IN THE FORM OF A THRO PARTY TRUST AGRIEBMENT, TRUST NO. 201746R, FROM TITLE SECURITY AGENCY AS RECORDED IN SEQUENCE NO. BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY IG CODE, CHAPTER 18.59 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION

CHAIR, BOARD OF SUPERVISORS PIMA COUNTY, ARIZONA

DATE

ATTEST:

LERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY
THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA ON THIS THE ____ DAY OF

CLERK, BOARD OF SUPERVISORS

DATE

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THAT THE LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN

BENJAMIN E, ZISMANN, R.L.S., No.66689

I HEREBY CERTIFY THAT FLOOD PRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE REVIEWED AND SHOWN UNDER MY DIRECTION

DAVID W. LITTLE, P.E. 36234

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PROJECT IS THE MORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 13 EAST, GAS.R.M., PIMA COUNTY, ARIZON JA BETWEEN THE FOUND BOSM AT THE NORTH QUARTER CORNER AND THE FOUND BOSM AT THE NORTH QUARTER CORNER AND THE FOUND BOSM AT THE NORTH GUARTER CORNER AND THE FOUND BOSM AT THE NORTHEAST CORNER THEREOF AS SHOWN IN SEQ. NO. 20160770493, RECORDS OF PIMA COUNTY, ARIZONA. SAID BEARING BEING S89"28"21"E.

OWNER

TITLE SECURITY AGENCY, LLC, AS TRUSTEE UNDER TRUST NO. 201749R RONDA TATRO, TRUST OFFICER 63PG E. TANQUE VERDE

DEVELOPER LAS CAMPANAS LAND HOLDINGS, LLC 405 W. TORTOLITA MT. CIR

ORO VALLEY, ARIZONA 85755 ATTN: DAVID WILLIAMSON



RECORDING DATA

SEQUENCE STATE OF ARIZONA COUNTY OF PIMA I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC.

WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ASOVE WRITTEN GABRIELLA CAZARES-KELLY, COUNTY RECORDER



LOCATION MAP A PORTION OF SECTION 10, T-18-S, R-13-E

SUBDIVISION BOUNDARY

LOW DENSITY RESIDENTAL MATCH LINE

PUBLIC UTILITY EASEMENT NO ACCESS EASEMENT

SLOPE & DRAINAGE EASEMENT EROSION HAZARD SETBACK FLOOD LINE

1/2" IRON PARCEL PIN TO BE SET BY AN RLS FOUND PROPERTY CORNER AS NOTED SECTION CORNER CORNER QUARTER SECTION CORNER

BRASS CAPPED CENTERLINE MONUMENT TO BE SET BY AN RLS

RIGHT-OF-WAY CENTERLINE

PROPERTY LINE 100-YEAR FLOOD LINE EASEMENT LINE

SECTION LINE

GENERAL NOTES

- GENERAL NOTES

 THE GROSS AREA OF THIS SUBDIVISION IS 12.85 ACRES.

 TOTAL NUMBER OF LOTS IS 37 (2.86 LINTS PER ACRE).

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 ZONING FOR THIS PROJECT IS SPECIFIC PLAN (S.P.).

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 THE AVERAGE LOT SIZE FOR THIS SPECIFIC PLAN (S.P.).

 THE AVERAGE LOT SIZE FOR THIS SPECIFIC PLAN (S.P.).

 MAXIMMUL OT SIZE SHOWN IS 6,689 SQ. FT. OR 0.14 ACRES

 MAXIMMUL OT SIZE SHOWN IS 1,309 SO FT. OR 0.30 ACRES

 NO FURTHER SUBDIVISION OF ANY PARCEL SHOWN SHALL BE PERMITTED

 WITHOUT WASTERNAPPROVIDE OF PIMAL COUNTY IS SHALL BE THE RESPONSIBILITY

 MAINTENANCE OF EASSEMINT SWITH THE LOT SHALL BE THE RESPONSIBILITY

 MAINTENANCE OF EASSEMINTS WITH THE LOT SHALL BE THE RESPONSIBILITY

 MAINTENANCE OF EASSEMINTS WITH THE LOT SHALL BE THE FESSIONAL BETTER RESPONSIBILITY OF THE PROBEDWERT SASOCIATION.

 THE PROFESSIONAL PRIGHER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE

 THE PROFESSIONAL PRIGHER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE

 THE PROFESSIONAL PRIBLIC AND PRIVATE ROADWAYS AND DRAINAGE

 STRUCTURES BEFORE THE RESPONSIBLY OF SHALL PRIVATE ROADWAYS AND DRAINAGE

 STRUCTURES BEFORE THE RESPONSIBLY OF SHALL PRIVATE ROADWAYS AND DRAINAGE

 STRUCTURES BEFORE THE RESPONSIBLY OF SHEEN VALLEY SHALL BE THE WATER SERVICE

 COMMINITY WATER COMPANY OF GREEN VALLEY SHALL BE THE WATER SERVICE
- COMMUNITY WATER COMPANY OF GREEN VALLEY SHALL BE THE WATER SERVICE 2. COMMINITY WATER COMPANY OF GREEN VALLEY SHALL BE THE WATER SERVICE PROVIDER.

 10. INTERIOR PROPERTY CORNERS AND CENTERLINE MONIMENTATION SHALL BE SET AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH KINGUINER'S SKOULD DIFFER PROVIDED THE TYPE RECORDED SHOWING THESE DIFFERENCES.

 11. THE AREA BETWEEN THE 100 YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100 YEAR PRECUPENCY FLOOD AND ALL LAND IN THIS AREA WILL SE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD DAIN MANAGEMENT AS APPROVED BY THE COUNTY REGISTER.

 12. TOU YEAR FLOOD LIMITS AND ERRORS TO YEAR COMPATIBLE WITH FLOOD DAIN MANAGEMENT AS APPROVED BY THE COUNTY REGISTER.

 12. TOU YEAR FLOOD LIMITS AND ERRORS HOW THE COUNTY REGISTER.

 13. TOUR YEAR FLOOD LIMITS AND ERRORS HOW THE COUNTY REGISTER.

 14. THE PROPERTY OF THE PROPERTY OF THE COUNTY REGISTER.

 15. THE PROPERTY OF THE PROPERTY OF THE COUNTY REGISTER.

 16. THE PROPERTY OF THE PROPERTY OF THE COUNTY REGISTER.

 17. THE PROPERTY OF THE PROPERTY

- COUNTY RECORDS.

 3. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PER ARIZONA DEPARTMENT OF WATER RESOURCES CERTIFICATE.

PERMITTING NOTES

- THIS DEVELOPMENT IS SUBJECT TO THE LAS CAMPANAS SPECIFIC PLAN ORDINANCE (CO22-92-2) NO. 1892-117 ADDITED DECEMBER 15, 1992, AMENDED MAY 16, 1995, LANLARY 16, 1966, JUNE 18, 1995; SEPTEMBER 19, 2000; AND JUNE 28, 2002 MB ORD EVEL OPMENT STANDARDS.
- (1) MINIMUM LOT AREA: 3,000 SQFT
- (2) MAXIMUM DENSITY: 12 RAC AND SHALL NOT EXCEED THE OVERALL SPECIFIC PLAN DWELLING UNIT CAP OF 1590 UNITS (3) MINIMUM LOT WIDTH: 30 FEET

4) MINIMUM BUILDING SETBACK:

- MORES.
 THIS PLAT IS SUBJECT TO THE LANDSCAPE PLAN APPROVED MARCH 24,
 2011, PROJECT P1211-001.
 THIS PROPERTY IS SUBJECT TO BLANKET EASEMENT SEQ. 20122850511.

BRASS CAPPED SURVEY MONUMENT LOW DENSITY RESIDENTIAL MEDIUM DENSITY RESIDENTIAL SIGHT VISIBILITY TRIANGLE

SHEET INDEX

S&DE EHS

LEGEND

- COVER SHEET PROJECT SITE LAYOUT
- PLAN SHEETS & LINE AND CURVETABLES SIGHT VISIBILITY TRIANGLE DETAIL

FINAL PLAT LAS CAMPANAS, BLOCK C PHASE VI IOTS 241 THRU:277

AND COMMON AREA 'B' (LANDSCAPING, UTILITIES & OPEN SPACE)

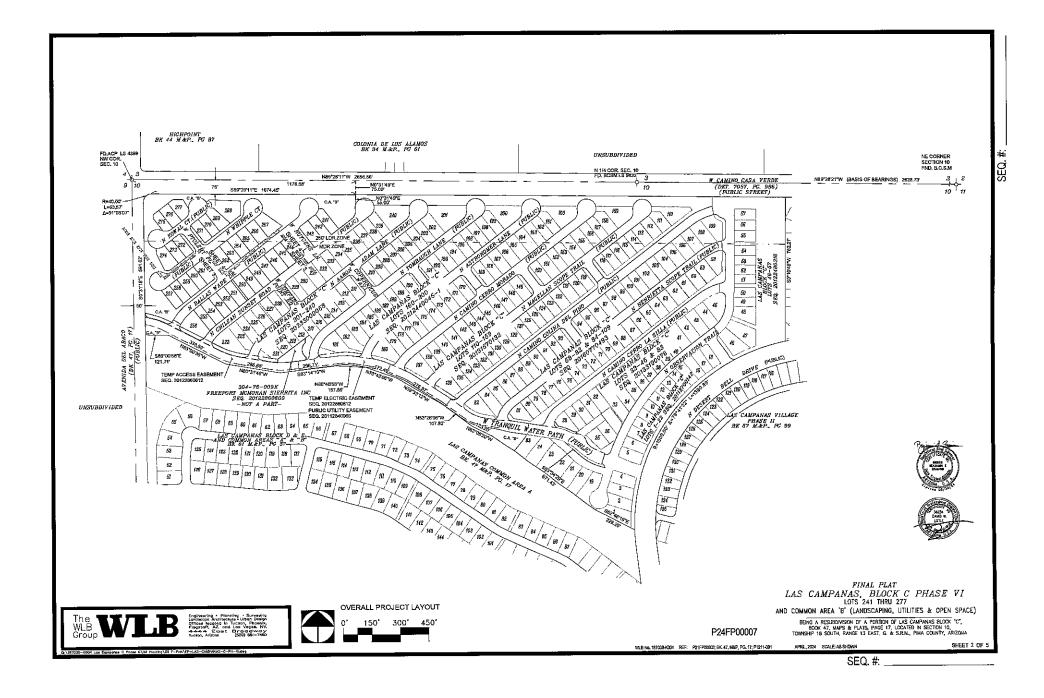
BEING A RESUBDIVISION OF A PORTION OF LAS CAMPANAS BLOCK "C", BOCK 47, MAPS & PLATS, PAGE 17, LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 13 EAST, G. & S.R.M., PIMA COUNTY, ARIZONA

WLE No. 18703040004 REF: PZ1FP00003; BK. 47, M&P, PG. 17; P1211-001

P24FP00007

APPRIL, 2024 SCALE: AS SHOWN

SHEET 1 OF 5





Chyrd Distance

N74*41*13*E 33.26*

N44*32*55*E BE.16*



XIST, WATER FASEMENT

EXIST. 10X10' ELECTRIC EASEMENT

LAS CAMPANAS COMMON AREA "A" EK. 47 M&P, PG, 17

SVT FASEMEN

SEQ. 20122860612

LAS CAMPANAS COMMON AREA "A"

M Los Companes C Priese 6\04 Plotting\08 F-Piet\FP-LAS-CAMPA

C81 194.01' 50.00 222"19'21' \$4"12'08"W 10.29 25.00 23"34"41" 10.22 C24 212.26 50,00 243*15*23* NES*31*15*W 85.15* 173.92 50.60 199*17'33" \$88*29*49*W 98.59* CS4 25.38' 25.00 58"09"41" 566"58"24"E 24.30' C66 273 2500 61638 S400714W 273 C25 55.20 50.00 63*16*23* S20*28*45*W 52.44* CaS 28.88 25.60 66*26*19* S4140551E 27.39 C87 32.23 25.00 73*51*46* N80*03'32"E 30.04" C46 10.29 25.00 23*34'41* S40*1905*W 10.22 C26 55.20 50.00 63*15*23* NB3*44*67*E 52.44* C27 212.28 50.00 243*15'23" N6*15'53'W 85.15 C47 25.46 50.00 29"10"24" N37"31"14"E 25.18 C68 32.10° 25,00 73"3442" \$26"03"35"E 29.54 N82"53"34"W 35.36" 186.82 50.00 214 04 59 NB4*D6*28*W 95,61 G69 9.71" 25.00 22°15'18' S21*51*25*W 3,65 39.27 25.00 90°00'00' C29 39,27 26,00 99*00/00" N7*06'26'E 35.36 C49 28.98 26.00 66"25"19" S4"4056"E 27.89" C70 28.58 25.00 86"25"19" S71"96"13"E 27.38 C30 55.20 50.00 63*15'23* N83*44'07*E 52,44* 11,77 25,00 26 58 52 S38*3700'W 11,66 G71 10.29 25.00 23"34"41" 10.22 C50 19.75' 59,00 12'18'53' C31 212.28 50.00 243"15"23" NS*15"53"N 85.15" 28.98 C32 39.27 25.00 90°00'00° M82°53'34'W 35.36' C52 31,39' 50.00 35"58"23" N21"48"22"E 30.88" C73 10.29 25.00 23*34*41* S40*19'05'W 10.22 C53 31.39' 50.00 35"58"23" N14"10"02"W 30.88' 35.26 35.00 57*4342* N80"58"17"E 33.79 C33 39.27 26.05 90°00'00' N7°06'26'E 35.36' C74 C34 109,30* 327,50 19*07*22* 108.B0* G54 138.75 50.60 158 59 44 \$68*2055*W 88,32 C75 10,19 N42*32'45'E C55 45.79 50.60 52"28'08' S78"20'30'W 44.20" 10.26 327.50 1*4742* 33.82 327.50 5"55'01" N39"56"56"E 33.81" C76 C27 10.59 50.00 12"0752" N16"5206"E 10.57 C36 45.28 327.50 7*54*43* N46"51"48"E 45.19" CS6 9.41' 50.00 10"47"16" N70"01"49"W 9.40' CS7 173,13' 50,00 198*23'51' \$16*0953'W 98.71' C78 10.66 50.00 12*06*D4* N54*03*44*W 10.54* C37 7.36' 327.50 1*17'16' N51*27'48'E 7.36' CS8 39,15' 50,00 44°51'31' N74°32'12'E 38,15' C79 51,33 50,00 58*48*52* \$18*38*16*E 49.10* G38 10.29 25.00 Z3*34'41* N40*19'05'E 10.22* C39 28.98 25.00 66"25'07" N4"40"49"W 27.38 C59 10.29 25.00 23"34"41" N63"53"47"E 10.22 CSQ 28,987 25,00 66°25°16" 971°06′13°E 27'39 C40 28.98 25.00 66"25"00" N71"06"13"W 27.38"



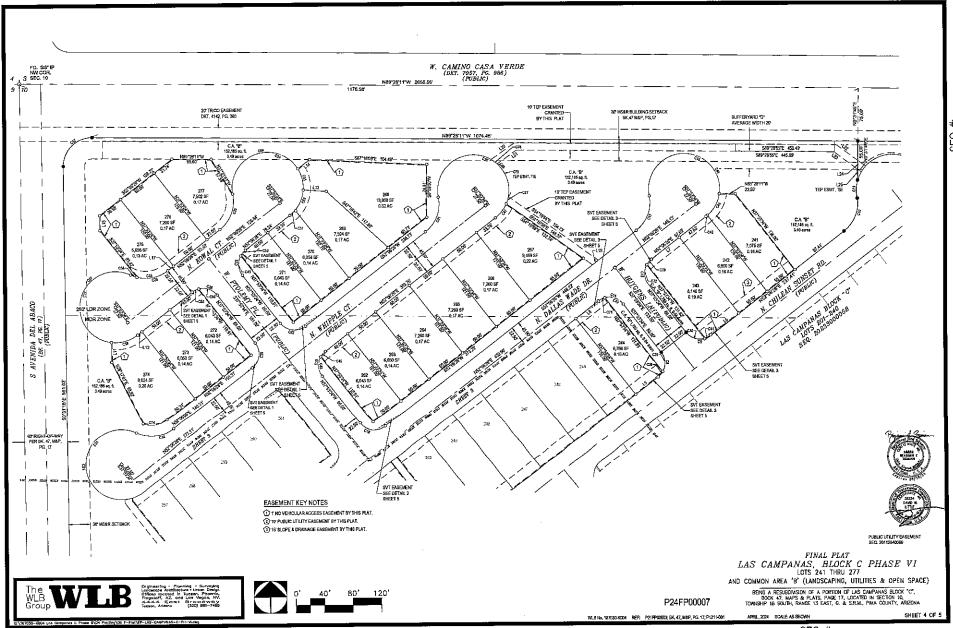
FINAL PLAT LAS CAMPANAS, BLOCK C PHASE VI LOTS 241 THRU 277

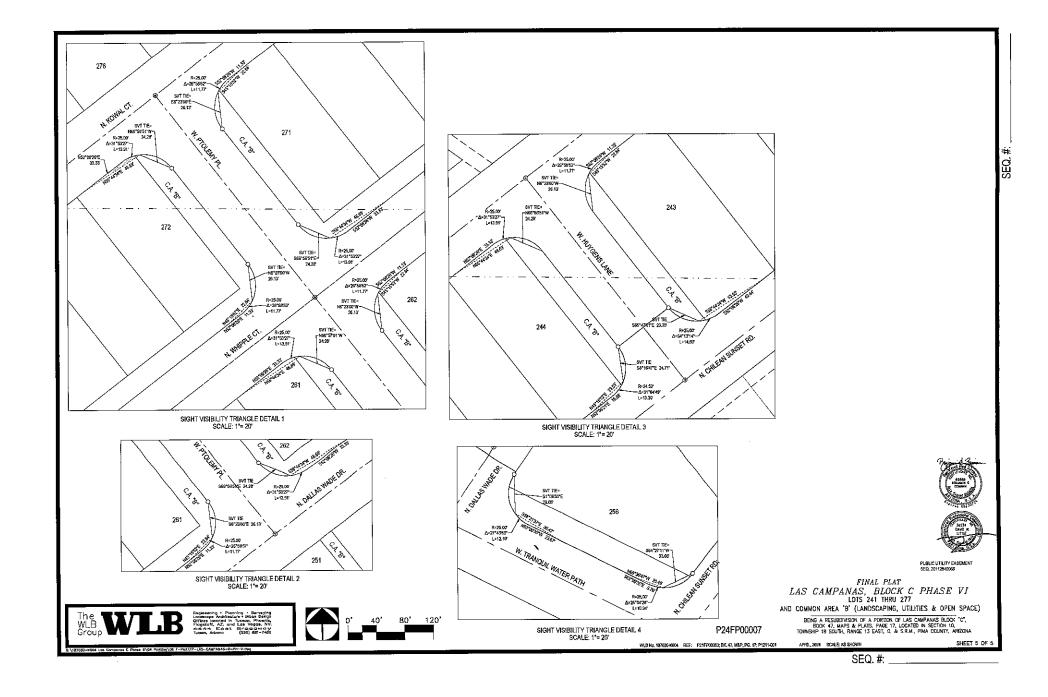
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WLB No. 187030-K004 REF: P21FP00003; BK. 47, M&P, PG. 17; P1211-001

APRIL 2024 SCALE: AS SHOWN





ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P24FP00007

THIS AGREEMENT is made and entered into by and between <u>Las Campanas Block C Land Holdings</u>. <u>LLC</u>, an <u>Arizona limited liability company</u> or successors in interest ("Subdivider"), <u>Title Security Agency LLC</u>, a Delaware limited liability company ("Trustee"), as trustee under Trust No. <u>201748R</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. The Land is all of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as LOTS 241 THRU 277 AND COMMON AREA "B" (LANDSCAPING, UTILITIES & OPEN SPACE) recorded in Sequence number _______ on the ______ 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 replat 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 20, which is the date of approval of this ag	reement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: Las Campanas Block C Land Holdings, LLC an Arizona limited liability company
Chair, Board of Supervisors	BY/// David Williamson ITS: <u>Manager</u>
ATTEST:	TRUSTEE: Title Security Agency LLC, a Delaware limited liability company as Trustee Under Trust no. 201748R, and not in its corporate capacity
Clerk of the Board	BY:Ronda Tatro ITS: <u>Trust Officer</u>
STATE OF ARIZONA) County of Pima)	
The foregoing instrument was acknowledged , 2024, by <u>David Williamson Holdings, LLC</u> (" Subdivider "), an Arizona limit company	before me this day of on as manager of Las Campanas Block C Land ed liability company, on behalf of the limited liability
My Çommission Expires:	Rully TJung
0/39/34	RAELYN HARRISON Notary Pibblic - Arizona Pima County Commission # 582418
STATE OF ARIZONA) County of Pima)	My Comm. Expires Jun 29, 2024
("Trustee"), a Delaware limited liability compar	before me this <u>2nd</u> day of <u>Trust Officer</u> of <u>Title Security Agency LLC.</u> ny on behalf of the limited liability company as trustee
under trust no. 201748R	Notary Public
	Notary Public ATE OF ARIZONA Pima County VIFE RAMIREZ WMISSON # 639981 Ires January 13, 2027