

APPROVED BY COUNTY ADMINISTRATOR

DENIED BY COUNTY ADMINISTRATOR

ADDITIONAL INFORMATION REQUIRED

☐

YES (SEE ATTACHED)

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NO

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

COUNTY ADMINISTRATOR

DATE

ITEM SUMMARY, JUSTIFICATION & SPECIAL CONSIDERATIONS:

Final Plat with Assurances

P1212-032

Rancho Valencia II

Lots 1 – 58 and Common Areas A, B & C

SCHEDULED FOR THE BOARD OF SUPERVISORS November 19, 2013 HEARING

In the Board of Supervisors Hearing Room

First Floor, Superior Courts Building

110 W. Congress, Tucson, AZ

STAFF RECOMMENDATION: APPROVAL

TOTAL COST TO PIMA COUNTY: \$ N/A

FUNDING SOURCE: N/A

HAS FUNDING BEEN APPROVED IN THIS FISCAL YEAR'S BUDGET:

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Yes

☐

No

ADVERTISED PUBLIC HEARING:

☒

Yes

☐

No

REQUEST FOR:

☒

Action

☐

Discussion

☐

Discussion/Action

EFFECTIVE DATE: November 19, 2013

TERMINATION DATE: / /

BOARD OF SUPERVISOR DISTRICT

☐

1

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2

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5

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All

IMPACT:

IF APPROVED: This plat will create a legally subdivided property.

IF DENIED: The property will remain as a single piece of property.

AGENDA ITEM INITIATED BY: Deborah J. Marchbanks Date: November 13, 2013

DEPARTMENT NAME: Development Services Department - Subdivision Coordination

DIVISION MANAGER'S SIGNATURE: Carmine DeBonis, Jr., Director, Development Services Department

DEPARTMENT DIRECTOR'S SIGNATURE: Carmine DeBonis, Jr., Director, Development Services Dept.

CONTACT PERSON: Deborah J. Marchbanks

PHONE: 740 -6515

PROCESSING PERSON: Deborah J. Marchbanks



Board of Supervisors Memorandum

Subject: Final Plat Approval of P1212-032
Rancho Valencia II
Lots 1 – 58 and Common Areas A, B & C
For the Board of Supervisors Meeting Date of
November 19, 2013
District 2

Recommendation

The Development Services Director recommends that the Board of Supervisors approve the final plat with assurances.

Report

This plat conforms to County Subdivision Regulations and Conditions of the previously approved tentative plat.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Deborah J. Marchbanks", is written over the typed name.

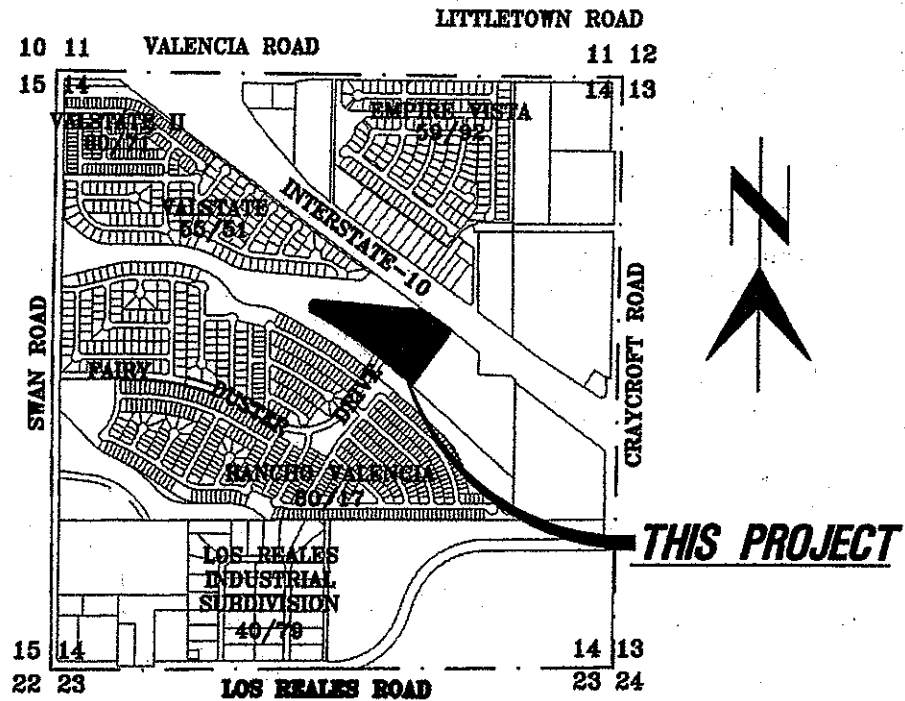
Deborah J. Marchbanks
Subdivision Coordinator

November 13, 2013

encl: Assurances
Final Plat
Location Map

cc: Nanette Slusser, Assistant County Administrator-Public Works Policy
Development Review (Engineering)
Development Review (Hydrology)
Development Review (Wastewater)
Tucson Electric Power
Environmental Quality
Planning Division
Wood Patel & Associates, Inc.
File (2)

LOCATION MAP



LOCATION MAP

SCALE: 3"=1 MILE

SECTION 14, T-15-S, R-14-E,
G&SRB&M, PIMA COUNTY, ARIZONA

P1212-032

Rancho Valencia II

Lots 1 - 58 and Common Areas A, B & C

Final Plat

**ASSURANCE AGREEMENT FOR
CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**
(Third Party Trust)
P1212-03Z

THIS AGREEMENT is made and entered into by and between KB HOME Tucson, Inc., an Arizona corporation ("Subdivider"), First American Title Insurance Company, a California corporation ("Trustee"), as trustee under Trust No. 4970; 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 Rancho Valencia II, Lots 1 – 58 and Common Areas 'A', 'B' and 'C' recorded in Sequence No. _____ 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, including but not limited to streets, sanitary sewers (if necessary), water and electric utilities, drainage and flood control improvements, and parks, trails or other recreational facilities.

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. § 11-806.01 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 2.11.

2.6. *Partial Release of Assurances.* County shall issue a Release of Assurance for some of the lots depicted on the Subdivision Plat if both 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 2.11, 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 2.11.

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. *Substitution of Assurances.* Subdivider may submit substitute assurances in a form and amount acceptable to County at any time during which Subdivider is not in default under this agreement.

2.11. *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 all applicable plans and after County has inspected them and finds them to be in compliance with the plans.

2.12. *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 2.11.
- 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.

2.13. *County's Option to Re-Plat Upon Default.* At County's sole option, if Subdivider or Trustee defaults in its obligations under this agreement, 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. Subdivider hereby authorizes 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 deemed 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. First class mailed notice to the last known address of Subdivider and Trustee shall be given not less than thirty days before County exercises its option to re-plat under this paragraph.

2.14. *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.

2.15. *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 accepted 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 2.10.

2.16. *Effective Date.* This agreement is effective on the 9th day of August 20 , 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

Chair, Board of Supervisors

By: Jannelle Speake
Jannelle Speake
Its: Vice President – Land Acquisition

ATTEST:

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust No. 4970, only and not otherwise

Clerk of the Board

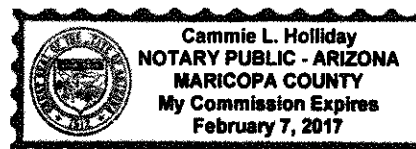
By: Rachel L. Turnipseed
Rachel L. Turnipseed
Its: Trust Officer

STATE OF ARIZONA)
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of August, 2013, by Jannelle Speake, Vice President – Land Acquisition of KB HOME Tucson, Inc., ("Subdivider"), a California corporation, on behalf of the corporation.

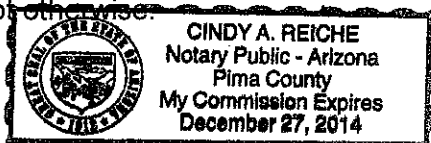
Cammie L. Holliday
Notary Public

My Commission Expires:
February 7, 2017



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 13th day of August, 2013, by Rachel L. Turnipseed, Trust Officer of First American Title Insurance Company, ("Trustee"), a California corporation, on behalf of the corporation, as trustee under trust number 4970, only and not otherwise.



My Commission Expires:
12/27/14

Cindy A. Reiche
Notary Public