

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

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ITEM SUMMARY, JUSTIFICATION & SPECIAL CONSIDERATIONS:

Final Plat with Assurances

P1212-055

Las Campanas, A Portion of Block C, Phase 1B2

Lots 23 - 45 and 83 and Common Areas B & C

**SCHEDULED FOR THE BOARD OF SUPERVISORS November 5, 2013 HEARING**

In the Board of Supervisors Hearing Room

First Floor, Superior Courts Building

110 W. Congress, Tucson, AZ

**STAFF RECOMMENDATION: APPROVAL**

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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

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ADVERTISED PUBLIC HEARING:

☒

Yes

☐

No

REQUEST FOR:

☒

Action

☐

Discussion

☐

Discussion/Action

EFFECTIVE DATE: November 5, 2013

TERMINATION DATE:      /      /     

BOARD OF SUPERVISOR DISTRICT

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All

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IMPACT:

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

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

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AGENDA ITEM INITIATED BY: Deborah J. Marchbanks Date: October 22, 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



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## Board of Supervisors Memorandum

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Subject: Final Plat Approval of P1212-055  
Las Campanas, A Portion of Block C, Phase 1B2  
Lots 23 - 45 and 83 and Common Areas B & C  
For the Board of Supervisors Meeting Date of  
November 5, 2013  
District 4

### 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", followed by the word "for:".

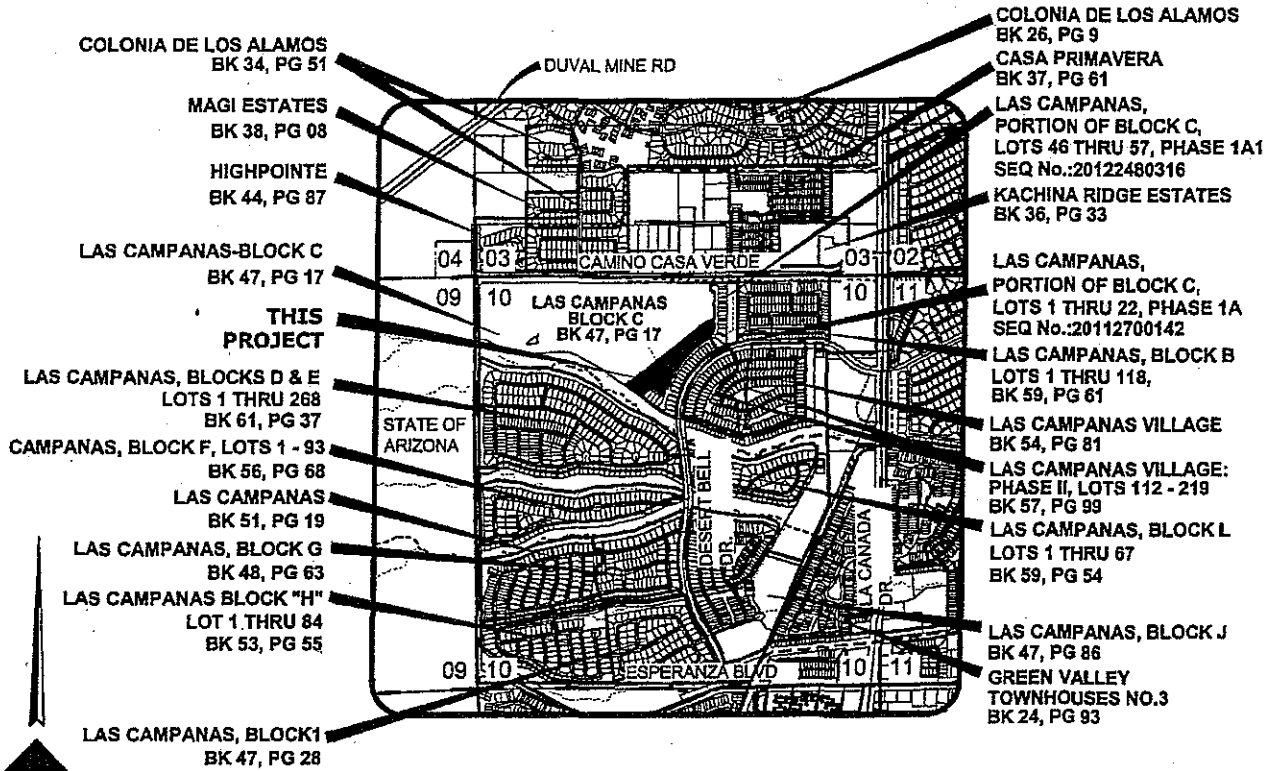
Deborah J. Marchbanks  
Subdivision Coordinator

October 22, 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  
Dowl HKM  
File (2)

## LOCATION MAP



## LOCATION MAP

SCALE: 3" = 1 MILE  
A PORTION OF SECTION 10, T18S, R13E,  
G&SRM, PIMA COUNTY, ARIZONA

Final Plat  
P1212-055

Las Campanas, A Portion of Block C, Phase 1B2  
Lots 23 - 45 and 83 and Common Areas B & C

**ASSURANCE AGREEMENT FOR  
CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

(Third Party Trust)

P12-12-055

THIS AGREEMENT is made and entered into by and between SEARS LAS CAMPANAS BLOCK C, LLC, an Arizona limited liability company ("Subdivider"), LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company ("Trustee"), as trustee under Trust No.18368 -T 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. § 11-806.01.

**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 LAS CAMPANAS, A PORTION OF BLOCK C, PHASE IB2, Lots 23 through 45 and 83 and Common Areas "B" (Landscape Area) and "C" (Common Driveway) 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 \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Sears Las Campanas Block C, LLC., an Arizona limited liability company

BY: D & D Investments West, LLC, Its Manager  
by: D & D Financial Corporation, Its Manager

\_\_\_\_\_  
Chair, Board of Supervisors

By: Kelli Perry Kelli Perry  
Its: Secretary

ATTEST:

TRUSTEE: LANDMARK TITLE  
ASSURANCE AGENCY  
OF ARIZONA, LLC, an Arizona limited  
liability company, as Trustee under  
Trust 18368-T and not otherwise

\_\_\_\_\_  
Clerk of the Board

By: [Signature]  
Its: Trust Officer

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 17 day of OCTOBER, 2013, by KELLI PERRY of \_\_\_\_\_ ("Subdivider"), a

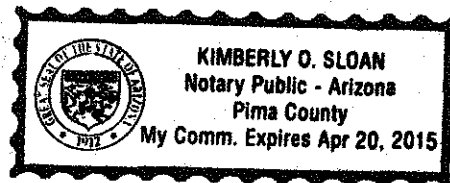
~~corporation~~, on behalf of the ~~corporation~~ Limited Liability Corporation  
Arizona Limited Liability Company

Kimberly O. Sloan  
Notary Public

My Commission Expires:

4-20-15

STATE OF ARIZONA )  
County of Pima )



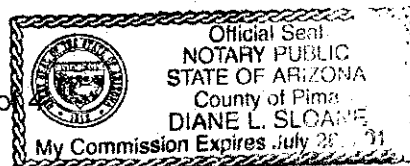
The foregoing instrument was acknowledged before me this 17 day of October, 2013, by JOYCE M. RODDA of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, ("Trustee"), an Arizona limited liability company, on behalf of the limited liability company, as trustee under trust number 18368-T.

[Signature]  
Notary Public

My Commission Expires: 7/26/14

Assurance Agreement

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4/04